

AGREEMENT

BETWEEN

GENERAL ELECTRIC COMPANY

AT

EVENDALE, OHIO

AND

LODGE NO. 912

INTERNATIONAL ASSOCIATION

OF MACHINISTS

AND AEROSPACE WORKERS

AFL-CIO

2007-2011



GE Aviation

TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
I.	RECOGNITION Scope of Contract.	1
II.	UNION SECURITY Authorization for deduction of dues and initiation fees, or equivalent service charges, and MNPL Fund	1
III.	REPRESENTATION Recognition of Shop Steward system - Number of Stewards - Recognition of Bargaining Committee - Committeepersons contacting Stewards - Qualifications of Stewards and Committeepersons - Notice to the Company of names of Union representatives - Notice to the Union of names of Supervisors - Payment to Stewards and Committeepersons and members of the Bargaining Committee for time spent negotiating grievances.	10
IV.	LEAVE OF ABSENCE Time allowed and number of Union representatives - Leave for Bargaining Unit employees.	14
V.	BULLETIN BOARDS Restriction of notices - Posting.	14

VI.	RESPONSIBILITY OF THE PARTIES..... Union to represent employees fairly - The Company's right to manage its business.	15
VII.	GOVERNMENT REQUIREMENTS & SAVINGS CLAUSE..... No violation of law, rule, regulation or directive - Saving clause.	16
VIII.	WORKING CONDITIONS..... Safety inspection - safety devices - Dispensary - Safety committee - Emergency situations - OSHA Inspection - Company paid time.	16
IX.	DISCRIMINATION..... No discrimination because of Union membership - No coercion of employees by the Union - No discrimination because of sex, marital status, mental disability, etc.	18
X.	HOURS OF WORK AND OVERTIME..... Workweek - Workday - Overtime payments - Premium payments for employees transferred - Continuous Operations - Early reporting - Call-in Time - Report-in time - Third Shift - Dispensary Time - Division of overtime - Change in schedule.	19

XI.	CHARGING OF OVERTIME..... Charging rules; scheduling, refusal and acceptance - Reorganized overtime groups - Overtime lists - Charging by week - Hours zeroed first week of each year - Transfers - Probationary employees - - Employees removed from payroll and returned to job - Physical limitations - Employees scheduled for layoff - Charging temporary transfers - Employees returning to work on Friday - Employee and supervisors responsibility on phone numbers - Employee request when Company asking 100%.	26
XII.	DIFFERENTIAL FOR SECOND AND THIRD SHIFT EMPLOYEES.....	33
XIII.	RATES OF PAY..... Information furnished the Union and employment - Progression schedule.	33
XIV.	HOLIDAYS..... Twelve paid holidays - Qualifications for payment-Rate of payment - Observance of holidays falling on Saturday or Sunday - Continuous operations-Holiday substitution.	35

XV.VACATIONS.....	Paid vacation periods - Eligible requirements – Annual Allotment – Earn As You Go - Determination of paid vacations - Termination of employment - Vacation time for absences of employees - Computation of vacation pay - Scheduling of vacations - Time of vacation payment - Holiday in vacation period – Death in family during vacation.	38
XVI.	CONTINUITY OF SERVICE - SERVICE CREDITS..... Definition of terms - Loss of Service Credits and Continuity of Service - When Service Credits are granted - Retirement.	50
XVII.	SENIORITY..... Definition - Establishment of seniority - Seniority of employees out for illness or injury - Seniority for employees laid off - Seniority in rehiring - Seniority rights while on leave of absence - Company's prerogatives during probationary period - Seniority dates furnished to Union - Rights of employees transferred outside Bargaining Unit.	53
XVIII.	REDUCTION OF FORCES - LACK OF WORK..... Layoffs or transfers - One week notice - Temporary lack of work situations - Transfer to job 2 steps below job rate - Voluntary layoff - Explanatory Note: Open Requisitions - Job Family.	57

XIX.	SENIORITY PREFERENCE FOR UNION OFFICIALS..... Members of the Bargaining Committee - Officers - Bargaining Committeepersons - Shop Stewards - Seniority rights of such officials - Union to notify Company of new officials.	63
XX.	RECALL AND UPGRADING..... Recall of downgraded or laid off employees - Time limit on notice of recall - Time limit on reporting after notice of recall - Employee's responsibility to inform Company of correct address - Upgrading - Lateral Transfer.	65
XXI.	INFORMATION TO BE FURNISHED UNION.....	68
XXII.	GRIEVANCE PROCEDURE..... Definition of grievances - Steps in grievance procedure - Negotiating responsibilities.	68
XXIII.	ARBITRATION..... Grievances which may be submitted to arbitration - Grievances arbitrable by mutual consent - Grievances excluded from arbitration - Selection of arbitrator - Authority of arbitrator - Expedited Arbitration.	73
XXIV.	STRIKES AND LOCKOUTS..... No work stoppage or slowdowns - Right of Union to strike - Lockouts - Terminations.	79

XXV.	GENERAL PROVISIONS..... Notification of Discipline, Jury Duty or Subpoena Pay, Supervisory Employees, Employee Transfer Request, Plantwide Shift Transfer, Bereavement Pay, Military Duty, Sick and Personal Pay.	81
XXVI.	TRANSFERS..... Temporary transfers of employees.	93
XXVII.	ECONOMIC AND CONTRACT ISSUES..... Settlement of economic and contract issues	93
XXVIII.	JOB AND INCOME SECURITY..... Computation of I.E.A. - Benefits available at layoff - Benefits available at plant closing - Vested rights - Lump sum payment- Non-duplication - Definitions	94
XXIX.	DURATION OF AGREEMENT.....	126
XXX	MODIFICATION AND TERMINATION....	126
	WAGE AGREEMENT..... General wage increases -- Cost-of-living adjustments - Hourly wage rates - Appendix "A", Hourly Classifications, Job Codes and Job Rate Symbols	129
	MEMORANDUM OF AGREEMENT ON EMPLOYEE BENEFITS.....	135
	APPENDIX "B", BENEFIT CHANGES.....	138

LETTERS OF INTENT

Reorganization of Work Groups.....	146
Borrowing of Employees.....	148
Upgrades and Transfers.....	149
Medical Facilities.....	150
Self Nomination for Upgrade Explanation.	151
Optional Lay-Off (OLO).....	155

Calendars 2007-2011

AGREEMENT

This Agreement is entered into this **18th day of June, 2007**, by and between the General Electric Company for its Plant located in Evendale, Ohio (hereinafter referred to as the "Company") and Lodge No. 912, affiliated with District No. 34 of the International Association of Machinists and Aerospace Workers A.F.L. -- C.I.O. (hereinafter referred to as the "Union").

ARTICLE I RECOGNITION

The Company recognizes the Union as the sole collective bargaining agent for employees assigned to jobs included in certifications issued by the National Labor Relations Board in Cases Nos. 9-RC-470, and 9-RC-471, as amended April 7, 1952, and as interpreted for specific purposes in Cases Nos. 9-RC-2024, and 9-RC-2092.

It is mutually agreed that the Unit includes those employees assigned to the classifications listed in Appendix A of this Agreement.

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 day following the effective date of this agreement or the thirtieth day following employment, whichever is later, as a condition of employment, either become and remain members of the Union in good standing insofar as the payment of an amount equal to the periodic dues and

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

2. Union Dues or Service Charge Deduction Authorization

- (a) The Company, for each of its employees included within the bargaining unit recognized by the Company pursuant to Article I hereof, who individually, in writing, duly authorizes the Company paymaster to do so, will deduct from the earnings payable to such employee the monthly dues (including the applicable fee required for membership, if any) for such employee's membership in the union or the equivalent service charge, and shall remit promptly to the union all such deductions.

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

GENERAL ELECTRIC COMPANY

DATE _____

EVENDALE PLANT

S.S. NO. _____

Assignment to, and Authorization to Deduct and
pay, Union Dues to Lodge No. 912,
Affiliated with District 34,
International Association of Machinists
and Aerospace Workers.

TO PAYMASTER:

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

For each week during which I work for the General Electric Company while this assignment is in effect, I hereby assign, from my earnings now or hereafter payable to me from the Company, to Lodge No. 912, affiliated with District 34, International Association of Machinists and Aerospace Workers, my Union membership dues (as certified to the Company by the Lodge, such certification by said Lodge shall constitute an absolute defense to the Company as to any claim by the undersigned or said Lodge that such dues have been illegally assessed or levied) and I hereby authorize and direct you to deduct such membership dues from my earnings and pay the same for my account to such Lodge. You are hereby authorized to deduct such membership dues from my earnings payable each week but if not so deducted in any particular week, you are then authorized to make such deduction from my earnings payable in any subsequent week.

Subject to applicable law, I reserve the right to revoke this authorization by individual notice in writing mailed to the Company and the Lodge postmarked not earlier than September 21 and not later than September 30, both dates inclusive, of any year during which this Agreement is in effect, or of any year during the term of each succeeding applicable collective bargaining agreement between the parties hereto, or ten days prior to the termination date of each such succeeding agreement.

BADGE NO. _____

SIGNATURE OF EMPLOYEE

* * *

Assignment to, and Authorization to Deduct and pay, the applicable fee required for membership to, Lodge No. 912, Affiliated with District 34, International Association of Machinists and Aerospace Workers.

I further hereby assign, from my earnings now or hereafter payable to me from the General Electric Company, to Lodge No. 912, affiliated with District 34, International Association of Machinists and Aerospace Workers, the applicable fee required for membership and I hereby authorize and direct you to deduct such sum from my earnings and pay the sum from my account to such Lodge. You are authorized to deduct such sum from my earnings payable the first week immediately following the date of this assignment and authorization, but if not so deducted, you are authorized to make such deduction from my earnings payable in any subsequent week.

BADGE NO. _____

SIGNATURE OF EMPLOYEE

UNION SERVICE CHARGE DEDUCTION AUTHORIZATION

GENERAL ELECTRIC COMPANY DATE _____

EVENDALE PLANT S.S. No. _____

ASSIGNMENT TO, AND AUTHORIZATION TO DEDUCT AND PAY UNION SERVICE CHARGES TO LODGE NO. 912, AFFILIATED WITH DISTRICT 34, INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS

TO PAYMASTER:

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

For each week during which I work for the General Electric Company while this assignment is in effect, I hereby assign, from my earnings now or hereafter payable to me from the Company to Lodge 912 Affiliated with District 34 International Association of Machinists and Aerospace Workers service charges (as certified to the Company by the Lodge) and I hereby authorize and direct you to deduct such service charges (equivalent to periodic dues and initiation fees, uniformly required) from my earnings and pay the same for my account to such Lodge. You are hereby authorized to deduct such service charges from my earnings payable each week but if not so deducted in any particular week, you are then authorized to make such deduction from my earnings payable in any subsequent week.

Subject to applicable law, I reserve the right to revoke this authorization by individual notice in writing mailed by registered or certified letter to the Company and Lodge 912 postmarked not earlier than September 21 and not later than September 30 any year during which this Agreement is in effect, or of any year during the term of each succeeding applicable collective bargaining agreement between the parties hereto, or 10 days prior to the termination date of each such succeeding Agreement.

BADGE NO. _____
SIGNATURE OF EMPLOYEE

The term "dues or service charges", as used herein, will include only that regular payment required equally of all members, which has been certified in writing to the Company by a duly authorized official of Lodge 912, as the amount designated as membership dues pursuant to

the Constitution of International Association of Machinists and Aerospace Workers Union and the constitution and by-laws of Lodge 912.

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

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

* * *

(EXPLANATORY NOTE: Notices of revocation of authorization to deduct dues (dues check-off or service charge authorization) shall be sent by registered or certified mail, to the Manager -- Personnel Accounting, Mail Drop A-68, General Electric Company, Cincinnati, Ohio 45215, and to Lodge No. 912, **Post Office Box 62661, Cincinnati, Ohio 45262-0641**, at any time between September 21 and September 30, both dates inclusive).

* * *

3. **Contributions to MNPL Fund**

(a) Employee Authorization

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

(b) Termination of Company Obligations

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

(c) Remittance to the Union

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

1. The total amount of MNPL 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 (1) above.
- (d) Subject to applicable law, individual authorizations executed after the effective date of this Agreement shall be signed cards in the form agreed to by the Company and the Union.

* * *

Authorization for Assignment
and Check-Off of Contributions to the MNPL Fund
International Association of Machinists
and Aerospace Workers.

TO General Electric Company:

I hereby authorize and direct the General Electric Company to deduct from my pay the sum of \$__.00 per week for each week that I receive compensation from General Electric as your employee and to remit that amount to the Machinists Non-Partisan Political League (MNPL) at 9000 Machinists Place, Upper Marlboro, Maryland 20772.

This authorization is voluntarily made based on my specific understanding that:

- The signing of this authorization card and the making of these voluntarily contributions are not conditions of membership in the Union or of employment by the General Electric Company;
- That I may refuse to contribute without reprisal; and
- That the MNPL which is connected with the International Association of Machinists and Aerospace Workers (IAMAW) and AFL-CIO COPE use the money they receive for political purposes, including but not limited to making contributions to and expenditures for candidates for federal, state and local offices and addressing political issues of public importance. I also understand that my contribution or gift to MNPL is not deductible as a charitable contribution for federal income tax purposes.

This authorization shall remain in full force and effect, however, subject to applicable law, I reserve the right to revoke this authorization by individual notice in writing mailed to the Company.

NAME _____ Social Security # _____

Signature of Employee

ARTICLE III REPRESENTATION

1. Shop Stewards
 - a. The Company recognizes the Shop Steward system as the preliminary agency for negotiating the settlement of any grievance, in regard to wages, hours or working conditions.
 - b. The total number of Shop Stewards shall be determined by applying a formula of one (1) Shop Steward for every sixteen (16) employees in the Bargaining Unit. The number of Shop Stewards shall be subject to review upon the request of either the Company or the Union.
 - c. Should the number of Shop Stewards exceed the limitations set forth in Section 1(b) above, the Company shall inform the Union in writing. The Union shall thereupon promptly notify the Company in writing of the revisions in Shop Stewards assignments by such limitation.
 - d. The Union shall identify the shift and part of the Plant (such as Maintenance North 1st shift or Machining South 1st shift) represented by the Shop Stewards.

2. Committeepersons
 - a. (1) The Company agrees to recognize the Bargaining Committee, which shall consist of not more than nine members which shall include the President of Lodge 912, as the agent or representative for negotiating with Company management. The Union may designate one member of the Bargaining Committee as Chairperson

who will be free to contact any Committeeperson concerning grievances.

(2) The Union shall identify the shift and part of the Plant (such as Maintenance North 1st shift or Machining South 1st shift) represented by new Committeepersons and the Company shall place the Committeeperson on an assignment on that shift in that part of the Plant. This may be an addition to or replacement in the area.

- b. The Union will not designate more than nine Bargaining Committeepersons (hereinafter referred to as Committeepersons), including the President, within the term of this Agreement.
- c. Committeepersons will be free to contact any Shop Steward concerning grievances. They will notify their Supervisor before leaving their area, and report to the Supervisor in the area that they are visiting before contacting the Steward, and will again report to their Supervisor when they return.

3. Requirements Concerning Committeepersons and Stewards

- a. The Committeepersons and Shop Stewards shall be bona fide employees of the Company and must have in excess of six months service credits to be eligible to serve as such. Exceptions to the six months requirement in exceptional cases may be made by mutual agreement.
- b. The Union agrees to furnish the Company a written list of the names of the Committeepersons and Shop Stewards and the following officers of the Union: President, Vice-President, Recording Secretary, Secretary-Treasurer, three Trustees, Conductor-Sentinel, and the Union agrees to promptly advise

the Company in writing of any change in any such office or positions.

- c. The Company will keep the Committeepersons advised in writing of all temporary and permanent changes in management personnel with whom they meet. The Company will keep the Stewards advised in writing of all temporary and permanent changes in Supervisors of Bargaining Unit employees in their areas.
4. Payment for Time Spent on Union Activities
 - a. For time spent by Shop Stewards whose names are furnished under (3)(b) above, during their regular working schedule in processing grievances within the Grievance Procedure, the Company will pay, during each General Electric fiscal **week**, up to three hours per week. When an overtime group represented by a Steward is on a regular schedule of six days, forty-eight hours per week, the above allowance will be based on four hours per week.
 - b. For time spent by Committeepersons whose names are furnished under (3)(b) above, within their regular working schedule in processing grievances within the Grievance Procedure, the Company will pay during each General Electric fiscal month, up to an amount equal to the number of weeks in such fiscal month multiplied by twenty-four hours per week.
 - c. Payment for time spent on grievances under (4)(a), (b) and **(e)**, will be allowed on a **weekly** basis using the General Electric fiscal **calendar**. Time not used **by Shop Steward in (4)(a) above during any fiscal week may not be accrued for any future time. Time not used by Committeepersons, the President or Chairperson of the Bargaining**

Committee may be accrued during and until the end of each fiscal month.

- d. The payment for time spent processing and negotiating grievances as provided above is to compensate Union representatives receiving such payments for time lost from their regularly scheduled work shift and will be paid at the current straight time rate of record. Such time as paid above will be considered as time worked for the purpose of qualifying a Union representative for overtime premium pay in accordance with Article X. A member of the Bargaining Committee who is assigned to a second or third shift who attends a Step Three meeting with the Company and is scheduled for overtime work as an extension of his/her regularly scheduled shift on that same day, may with the approval of his/her Supervisor, work such overtime hours during his/her regularly scheduled shift on that same day. In the payment of such hours worked, the actual time spent on that calendar day in a Step Three meeting will be counted as hours worked for the sole purpose of determining premium pay, if any, applicable for hours worked that calendar day or, in the case of a third shift employee, the next calendar day during his/her regularly scheduled shift. In all other instances Company paid Union time as defined in Article III will be applied to make up hours lost from the employee's regular work shift while on Union business.

- e. For time spent by the President and the Chairperson of the Bargaining Committee, within their regular working schedule engaged in activities on Company property undertaken for the benefit of the Company, the Company will pay during each General Electric fiscal month, up to an amount equal to the number of weeks in such fiscal month multiplied by eight hours per week.

- f. Payment in all cases will be made at the regular rate of pay.

ARTICLE IV LEAVE OF ABSENCE

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

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

2. The Union will be furnished with a copy of the current Company policy regarding leave of absence. Leaves of absence may be granted to bargaining unit employees in accordance with said policy.
3. At the conclusion of the term of a leave of absence or at an earlier date within the term of the leave, upon notice by the employee, the employee shall be reemployed in accordance with his/her seniority, if able to perform the work, and provided the terms of the leave of absence have been complied with.

ARTICLE V BULLETIN BOARDS

The Company will provide bulletin boards to be used exclusively for the

posting of Union Notices pertaining to Lodge 912 and District Lodge 34. Such notices shall be restricted to:

- a. Notices of Union recreational and social affairs;
- b. Notices of elections, appointments and results of elections;
- c. Notices of Union meetings.

Posting of notices other than as provided for in a. b. and c. above may be cause for withdrawing the posting privilege from the Union.

ARTICLE VI RESPONSIBILITY OF THE PARTIES

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

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

This Article does not modify or limit the rights of the parties, or of the employees, under any other provisions of this Agreement or under any other agreement between the Company and the Union, nor will it operate to deprive employees of any wage or other benefits to which they have

been or will become entitled by virtue of an existing or future agreement between the Company and the Union.

ARTICLE VII GOVERNMENT REQUIREMENTS AND SAVING CLAUSE

Nothing contained in this Agreement shall be deemed to impose upon either party the obligation to take any action, or refrain from taking any action, in violation of any existing or future law, or rule, regulation or directive issued by a government department or agency. In the event that any existing or future law, or rule, regulation or directive issued by a government department or agency causes invalidation of any Article or Section of this Agreement, all other Articles and Sections not so invalidated shall remain in full force and effect.

ARTICLE VIII WORKING CONDITIONS

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

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

The Safety Committee shall meet as often as deemed necessary, but not less than once per month, for the purpose of discussing safety matters. Inspection tours will be made by Safety Committee teams of not less than two committee members, one of whom shall be a management member, as frequently as necessary to cover the production and maintenance operations once each calendar quarter. The full committee may, if necessary, conduct such an inspection. Immediately following each inspection, a written report shall be prepared, including

recommendations as appropriate with a copy to each committee member, and a copy each to the Safety Director and to the Union. Sub-operation managers shall also be notified of any part of the report and recommendations applicable to their sub-operations. Any differences within the Committee may be referred to the regular grievance procedure.

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

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

Time spent by hourly employees in Safety Committee activities shall be considered as time worked and shall be paid by the Company in accordance with the terms of Article X up to a maximum of twenty hours per such employee per week. Such time as paid above will be considered as time worked for the purpose of qualifying the Safety Committee member for overtime premium pay in accordance with Article X.

A member of the Safety Committee who is assigned to a second or third shift and who receives paid time for activities on an off shift and is scheduled for overtime work as an extension of his/her regularly scheduled shift on that same day, may with the approval of his/her supervisor, work such overtime hours during his/her regularly scheduled shift on that same day. In the payment of such hours worked, the actual time spent on that calendar day in paid time activities will be counted as

hours worked for the sole purpose of determining premium pay, if any, applicable for hours worked that calendar day, or in the case of a third shift employee, the next calendar day during his/her regularly scheduled shift.

ARTICLE IX DISCRIMINATION

1. There shall be no discrimination by Supervisors, Managers or other agents of the Company against any employee because of the employee's membership in the Union or because the employee is acting as a representative of the Union.
2. The Union agrees that neither its Officers, Committeepersons, Stewards nor its members, nor persons employed directly or indirectly by the Union, will intimidate or coerce employees; nor will it solicit members on Company time.
3.
 - a. Neither the Company nor the Union shall discriminate in the application of the provisions of this Agreement against any employee because of race, color, religion, age, national origin or ancestry, sex, or marital status.
 - 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.

ARTICLE X HOURS OF WORK AND OVERTIME

1.
 - a. **Workweek**

The normal workweek shall be five days, eight hours per day Monday through Friday inclusive, except for special schedules to permit continuous operations. Under certain conditions, schedules other than the above may be necessary.

b. **Workday**

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

2. An employee will be paid at the rate of one and one-half times his/her straight time pay for hours worked:
 - a. In excess of eight hours in his/her workday;
 - b. On his/her Saturday;
 - c. In excess of forty hours in his/her workweek.

3. An employee will be paid at the rate of two times his/her straight time pay for hours worked:
 - a. On his/her Sunday;

- b. In excess of twelve hours in his/her workday, provided that an employee who shall have worked in excess of twelve hours in any single workday, and who shall be required to continue to work beyond that workday, shall continue to be paid at the double time rate for hours worked until he/she shall have been relieved from work;
 - c. Outside his/her regularly scheduled shift on a calendar Sunday.
- 4. An employee who works on his/her paid holidays listed in Article XIV will be paid:
 - a. Eight hours holiday pay at his/her straight time rate;
 - b. One and one-half times his/her straight time rate for hours worked on his/her regularly scheduled shift;
 - c. Two and one-half times his/her straight time rate for hours worked outside his/her regularly scheduled shift on his/her holiday or the calendar holiday.
- 5. An employee who is transferred from his/her regularly established shift to another and who is thereafter returned to his/her original shift during the same week, or during the immediately succeeding week, shall be paid at the rate of time and one-half for the first eight hours worked following the first such transfer, except where either or both such transfers (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) is made in connection with an established program of shift rotation; or (5) results from an emergency breakdown of equipment or machinery.

6. **Continuous Operations**

Special schedules of hours and overtime will apply (1) on jobs which require continuous operation and on jobs requiring continuous manufacturing processes such as those which, for reasons of protection of equipment and material, must be run on a twenty-four hour day and week by week basis, or (2) on process oriented jobs which cannot readily be operated on a non-continuous twenty-four hour day and week by week basis. Existing jobs or processes described in (2), but not currently on continuous operation as of **June 18, 2007**, may be designated as continuous operations by negotiation and agreement between the Company and the Union. In the case of jobs described in (2), where new operations or processes are developed or established after **June 18, 2007**, the Union will be given thirty calendar days notice prior to the designation of such jobs as continuous operations.

a. **Workday - Workweek**

When an employee on continuous operations has a scheduled workweek of five days at work and two days off, the first scheduled day off shall be considered as the sixth day of his/her workweek, and the second scheduled day off, whether or not successive, as the seventh day of his/her workweek. When such working schedule contains a regularly recurring workweek of six days at work and one day off, such scheduled day off shall be considered as the seventh day of his/her workweek and the day immediately preceding as the sixth day of his/her workweek.

b. **Overtime**

The Company will pay for overtime as follows:

- (1) At the rate of time and one-half for hours worked either:

- (a) In excess of forty hours in any given workweek;
or
 - (b) In excess of eight hours in any continuous twenty-four hours beginning at the starting time of the employee's shift; or
 - (c) On Saturday or Sunday if either day is not his/her seventh day of his/her workweek; or
 - (d) On employee's seventh day of his/her workweek if such day is neither Saturday, Sunday or a paid holiday; or
 - (e) On Saturday and Sunday (as a minimum if employee is on a special schedule other than that outlined in (6)(a) above).
- (2) At the rate of double time for hours worked either:
- (a) On the employee's seventh day of his/her workweek, if such day is Saturday or Sunday;
or
 - (b) In excess of twelve hours in his/her workday, provided that an employee who shall have worked in excess of twelve hours in any such workday, and who shall be required to continue at work beyond that day, shall continue to be paid at the double time rate for hours worked until he/she shall have been relieved from work.
- (3) An employee who works on his/her paid holidays listed in Article XIV will be paid:

- (a) Eight hours holiday pay at his/her straight time rate;
- (b) One and one-half times his/her straight time rate for hours worked on his/her regularly scheduled shift;
- (c) Two and one-half times his/her straight time rate for hours worked outside his/her regularly scheduled shift.

7. a. **Early Reporting**

- (1) Day shift employees who at any time are told to report after midnight, and who continue working into their regular work shift, will be paid at the rate of double time for all hours worked up to the regularly assigned starting time of their work shift.
- (2) Employees on the second and third shifts who at any time are told to report prior to, and who continue working into their regular work shift, will be paid time and one half for all hours worked up to the regularly assigned starting time of their work shift.

b. **Call-in Time**

- (1) Employees who are told at any time to report back for work to be performed after the end of their regular work shift, and who do not continue working into their regular work shift, will be paid pursuant to the applicable provisions of this Article, but not less than the equivalent of four hours pay at their straight time rate.

This does not apply to employees who continue to work into their next regularly scheduled work shift.

- (2) Any employees who are told to report for work on a day when they are not regularly scheduled to work shall be paid at the applicable rate, but shall receive not less than the equivalent of four hours pay at their regular straight time rate.

8. **Report-in Time**

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

9. **Third Shift**

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

10. **Dispensary Time**

- a. Employees will be paid at their applicable rate for time spent in attending the Company dispensary for examination or treatment of any injury or industrial illness arising out of and in the course of their employment, whenever such time would

otherwise have been spent by the injured or ill employees on the work assigned to them. If employees are sent home or to a physician or hospital as a result of such an injury or industrial illness, they will be paid up to the end of their scheduled shift, including overtime for which they were previously scheduled on the day such injury or industrial illness occurred.

- b. Employees injured as listed in (a) above who are actively at work subsequent to the date of the injury and who are directed by the medical department to attend a clinic or specialist's office, will be paid for all lost time from their regular schedule of work that day, but not to exceed eight hours at the applicable rate of pay.

11. Division of Overtime

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

12. Change in Schedule

The Company will give the appropriate Committeeperson a minimum of one week's notice of any proposed changes in the working schedule and will discuss proposed changes with the appropriate Committeeperson. Any grievance resulting from the establishment of the new schedule will be handled through the regular grievance procedure.

ARTICLE XI
CHARGING OF OVERTIME

1. Employees will be charged for all overtime accepted.
2. Employees will be charged on the basis of whole paid hours rather than hours worked. Fractional hours of .51 or higher will be rounded to the nearest whole number. Fractional hours of .50 and below will not be charged.
3.
 - a. There shall be two overtime lists per shift in each overtime group for each classification: one overtime list for overtime hours worked during the normal workweek Monday through Friday, excluding holidays, and another overtime list for overtime hours worked on Saturdays, Sundays and holidays.
 - b. Employees will be scheduled or asked to work overtime according to the appropriate overtime list with the employee having the lowest number of hours normally being asked first.
4. Overtime hours worked during the normal workweek, Monday through Friday, excluding holidays, will be charged by the week rather than daily and will be posted no later than noon on the Tuesday following the week in which the overtime was worked.
5. Overtime hours worked on Saturdays, Sundays and holidays will be charged by the week rather than daily and will be posted no later than noon on the Wednesday following the week in which the overtime was worked.
6.
 - a. Employees who at any time are scheduled to report prior to, and who continue working into their regular Saturday, Sunday and/or holiday shift, will be scheduled from and charged for all hours worked on the weekend overtime list.

- b. Employees who at anytime are scheduled to report prior to and who continue working into their regular work day (Monday through Friday, holidays excluded), or work a shift extension (Monday through Friday, holidays excluded) shall be scheduled from and charged on the weekly overtime list.
 - c. Employees who at any time are scheduled to work a shift extension Monday through Friday, holidays excluded, that will extend into a holiday period, but not the employee's regular holiday shift shall be scheduled from and charged on the weekly overtime list for all such hours, including the applicable overtime premium and holiday premium.
7. Employees who at any time are scheduled to work a holiday that is celebrated on a Monday will be scheduled from the same weekend overtime list that is used to schedule employees for Saturday and Sunday overtime immediately preceding the holiday. The overtime hours worked on the holiday will be charged on the same weekend overtime list as the overtime hours worked on the Saturday and Sunday immediately preceding the holiday.
8. a. An employee who is temporarily transferred, as provided in Article XXVI -- Transfers, shall not be offered an overtime assignment unless all the employees in his/her classification in his/her new overtime group and all the employees in appropriate overtime groups on other shifts have been asked to work a comparable overtime assignment.
- b. When the employee is temporarily transferred from his/her overtime group to another overtime group on the same shift, he/she should first be considered for overtime in his/her original overtime group, if in line to work, before (a) above applies.

- c. When the employee is temporarily transferred from his/her overtime group to another overtime group on a different shift, he/she will not be considered for overtime in his/her original overtime group, and only (a) above applies.
 - d. When the employee is temporarily transferred within his/her overtime group (i.e. from his/her shift to another shift in the same area) he/she will be offered the opportunity to work overtime and (a) above does not apply:
 - (1) Only after all the employees on his/her temporary shift have had the opportunity to work and additional employees are needed, and only on his/her temporary shift, including weekday and weekend overtime.
 - (2) If he/she is scheduled to work on his/her temporary shift on a Friday, he/she may only be considered for weekend overtime on that shift and not his/her former shift even though he/she is scheduled to return to his/her former shift on the following Monday.
 - e. These provisions also apply when employees are temporarily transferred in order to participate in a full time training program. They are applicable for the duration of such a program and not subject to the thirty day limitation referenced in Article XXVI -- Transfers.
 - f. All of the chargeable overtime the transferred employee accumulates in the new overtime group will be transferred to his/her original overtime group lists upon his/her return.
9. Employees, who for any reason, are permanently transferred to another overtime group shall be charged with the same number of hours as the employee with the greatest number of overtime hours in their classification in the new overtime group and calculated and

charged as of the day that they report to that overtime group and shift. Employees will be placed in the proper position by seniority.

10. All overtime lists will be adjusted to zero for all employees on the first Monday following the first weekend of each new calendar year, (1/07/08, 1/05/09, 1/04/10, 1/03/11). Employees will be placed on the zeroed overtime list by seniority.
11. An employee who carries a physical limitation will be placed on the overtime list and will be considered for overtime work if the work to be performed falls within his/her physical limitation. If the work to be performed is outside his/her physical limitation he/she will be informed.
12. An employee will be charged when he/she receives pay for hours that are only due to an overtime by-pass settlement of a written or verbal grievance. Such charged hours will be added to the appropriate overtime list during the week of the second Monday following the written notice to Payroll authorizing such payment. The employee will be charged only if, at the time of the settlement, he/she is in the same overtime group that he/she was in on the date the grievance was initiated, or as otherwise mutually agreed to by the Company and the Union.
13. a. It is understood that, for the purpose of charging of overtime, whenever a Supervisor notifies all employees in a classification in an overtime group that a ten hour, eleven hour, etc. shift is scheduled, employees who refuse to work the planned overtime hours outside their normal eight hour day will be charged on the overtime list for the hours refused provided they are informed of the extended schedule on or before the Friday of the week prior to the starting date of the planned shift.

- b. If a work group is on an announced six or seven day weekly schedule (work week) and an employee is absent due to PB/PI or Vacation or a combination of PB/PI and Vacation for the entire six or seven days of that work week, he/she will not be charged for the overtime not worked. If, however, an employee should work any period of time during that six or seven day work week, he/she will be charged for the entire schedule of overtime worked or not worked. This is provided they are informed of the scheduled overtime on or before the Friday of the week prior to the starting date of the planned schedule.
14. Probationary employees will not be placed on the overtime list until **after they have been employed thirty (30) days**, at which time they will assume the highest number of overtime hours on the overtime list for their classification in their overtime group.

However, probationary employees may work overtime before they have **been employed thirty (30) days**, only if all the employees in their classification, in their overtime group, along with all the employees in their classification on the other shifts aligned with that same overtime group, have been asked to work. If the probationary employee works overtime, he/she will not be charged for the overtime hours worked.

15. Employees who have been removed from the payroll for illness or injury shall, upon return to work within the same overtime charging year, be placed on the overtime list with the same hours as when they were removed.

Employees who have been removed from the payroll for illness or injury and who return to work in a new overtime charging year will be placed on the overtime list with zero hours.

16. Employees scheduled to be laid off will not be offered overtime assignments beyond the date of layoff.
17. Overtime list for in-week and weekend/holiday overtime shall provide the employee's name, classification, chargeable overtime hours, and total accumulative chargeable hours year to date.
18. When overtime for Saturday and/or Sunday is scheduled prior to Thursday, and an employee who would normally have been offered available overtime is absent:
 - a. Schedule the required number of employees;
 - b. if the absent employee returns to work prior to or on Thursday, offer them the overtime;
 - c. if the previously absent employee accepts, cancel the employee with the high overtime hours unless additional overtime is being offered;
 - d. if the absent employee returns to work on Friday he/she will not be asked to work the overtime previously scheduled. However, if overtime becomes available on Friday he/she will be offered the overtime if he/she would normally be considered.
19. In the event of an employee's absence on the asking day for weekend overtime when the company is asking 100% of the employees in his/her classification on his/her shift, the absent employees may work the weekend overtime provided; 1) the employee informs his/her supervisor that they wish to work the weekend overtime and 2) the supervisor approves the request to work. In no event will employees properly asked and scheduled to work be canceled due to such a request. This section also applies to employees who were properly asked and refused on the asking

- day. Employees allowed to work will be properly charged for the weekend overtime.
20. When an employee is absent for part of the regularly scheduled shift and subsequently works a shift extension, the employee will be charged the number of paid hours worked outside the regularly scheduled shift.
 21. When a recognized overtime group is eliminated, employees assigned to newly created overtime groups will be placed in the proper position by seniority and start with zero hours on the new overtime lists.
 22. When a recognized overtime group is separated into two or more overtime groups, an employee's chargeable overtime hours will be carried forward to his/her new overtime group.
 23. It is the responsibility of an employee to notify his/her supervisor of his/her correct phone number for the purpose of scheduling overtime and the supervisor is responsible to post it correctly. Only one phone number will be accepted. No beeper or pager numbers will be accepted on call in situations.
 24. An employee out of the plant on Company or Union paid time on the asking day for in-week, weekend or holiday overtime will not be asked.
 25. Anyone who is granted a temporary hardship to another shift will not be offered any overtime on their temporary shift until all employees in their classification on all other shifts in their unit have been offered the comparable overtime first.
 26. On in-week overtime situations, an employee will be given up to, but not longer than 10 minutes in which to provide an answer.

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

Employees hired on or before August 1, 1994, assigned to recognized second and third shift operations shall have ten percent added to their regularly determined earnings for all work performed on such shifts. Employees hired after August 1, 1994, who have no record of prior GE service, shall have **one dollar (\$1.00)** added to their regular hourly rate for all work performed on such shifts until they have accumulated five (5) years of continuous service after which they will receive the 10% night shift differential.

**ARTICLE XIII
RATES OF PAY**

1. The list of hourly occupations, job rate symbols and equivalent hourly rates in effect as of the date of this Agreement at the Evendale Plant are contained in the **2007** Wage Agreement and Appendix A of this Agreement and are a part of this Agreement. Nothing contained in this Agreement shall be construed to prevent the Company at any time from changing the job rate of any of the listed occupations if their content is changed, or eliminating them entirely, or changing their content, or of adding new classifications. No grievance arising out of the application or interpretation of any part of the **2007** Wage Agreement, Appendix A or this paragraph shall be submitted to arbitration.
2. The Company shall furnish the Union with information on changes of:
 - a. All classifications of jobs within the Bargaining Unit;

- b. Job rates and progression schedules for jobs as covered in (2) (a).
 3.
 - a. When an employee is hired, he/she will be given information showing their starting rate, job classification, and progression schedule if any, applying to the job for which the employee is hired. When an employee's job classification is changed similar information will be given to the employee.
 - b. Applicants hired, or employees upgraded, will be started at three (3) steps below job rate, or, in the case of employees upgraded, at their current rate if higher, except that applicants or employees, with experience sufficient to enable them to perform the major functions of the classification after a normal break in period may be started at two (2) steps below job rate. Applicants or employees who are fully experienced on jobs of the kind for which hired or upgraded may be started at job rate but not more than two (2) steps below job rate.
4. An employee will progress from starting rate to job rate, if the job rate is M-19 or below, according to the following progression schedule:

M-11 to M-12	One Month
M-12 to M-13	One Month
M-13 to M-14	One Month
M-14 to M-15	One Month
M-15 to M-16	Two Months
M-16 to M-17	Two Months
M-17 to M-18	Two Months
M-18 to M-19	Two Months
5. Any further advancement to job rate beyond the above progression will be based on performance, and the job rate will be paid for normal performance.

6. The provisions of (4) above shall not apply to training programs.

**ARTICLE XIV
HOLIDAYS**

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

New Year's Day		2008	2009	2010	2011
Martin Luther King Day		2008	2009	2010	2011
Good Friday		2008	2009	2010	2011
Memorial Day*		2008	2009	2010	2011
Independence Day	2007	2008	2009	2010	
Labor Day	2007	2008	2009	2010	
Election Day (November)	2007	2008	2009	2010	
Veterans Day	2007	2008	2009	2010	
Thanksgiving Day	2007	2008	2009	2010	
Day after Thanksgiving	2007	2008	2009	2010	
Christmas Eve	2007	2008	2009	2010	
Christmas Day	2007	2008	2009	2010	

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

1. Such employee has at least thirty days **credited service** prior to any holiday listed above.
2. The employee must have worked the last scheduled work day prior to and the next scheduled work day after such holiday. If either of such scheduled work days falls on a Saturday or a Sunday, such day need not be worked to qualify. Nevertheless, each of the closest scheduled work days (other than Saturday or Sunday) on

both sides of the holiday must be worked for the employee to qualify. (For example, if a listed holiday falls on a Friday, and the employee is scheduled to work on the preceding Thursday and the following Saturday and Monday, the employee must work the preceding Thursday and following Monday to qualify for the holiday pay).

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

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

On payment of holidays, it is intended that the employees who do not work the holiday shall receive pay for the normal work schedule of eight hours. Such payment will be the average straight time rate earned during the week in which the holiday occurs. Employees

receiving the night shift bonus will receive the bonus on the holiday pay. If any of these holidays fall on Sunday, except Christmas Eve, they will be observed on the following Monday and on Monday only, for all purposes under this Agreement.

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

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

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

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

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

ARTICLE XV VACATIONS

1. Paid Vacation Periods

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

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

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

(a) For Employees Hired Before June 18, 2007. (Annual Allotment)

Years of Continuous Service	Vacation
1	2 Weeks *
5	2 1/2 Weeks
7	3 Weeks

15	4 Weeks
20	5 Weeks
30	6 Weeks

*** Effective 6/18/07, employees hired in calendar year 2006 will get an additional week of vacation in 2007 – for a total of two weeks; employees hired between 1/1/07 and 6/17/07 will get one week of vacation in 2007.**

(b) For Employees Hired On or After June 18, 2007. Earn As You Go (“EAYG”)

Years of Continuous Service	Vacation
< 1	2 Weeks (pro rata)
1	2 Weeks
5	2 1/2 Weeks
7	3 Weeks
15	4 Weeks
20	5 Weeks
30	6 Weeks

2. Eligibility Requirements – Annual Allotment

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

- a. Actually performs work as an active employee of the Company during the last full calendar week of the year immediately preceding the vacation year;

- b. Receives earnings from the Company directly applicable to all or part of such week.

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

3. Eligibility Requirements – Earn As You Go (EAYG)

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

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

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

4. **Determination of Paid Vacations**

a. **Basic or Guaranteed Vacations**

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

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

An eligible employee whose continuing accumulation of service credits during a vacation year entitles him/her to an additional vacation under the provisions of Section (1) (or who completes his/her first year of continuous service during the vacation year) will receive such additional vacation (or his/her initial vacation), provided that an employee shall not be entitled to any such vacation in a vacation year unless he/she shall actually perform work as an active employee of the Company during such vacation year after having qualified for such vacation.

5. **Termination of Employment**

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

Employees Who Earn Vacation via EAYG – An employee who resigns or is terminated, will only be paid out earned but unused vacation. Any vacation time that is taken in excess of

the amount which the employee has earned must be reimbursed to the Company. However, if an employee retires, is laid off, becomes disabled or dies, reimbursement is not required.

6. Use of Vacation Time for Absences of Employees

a. Leave of Absence

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

b. Extended Illness or Accident

Subject to management approval, an employee who is absent because of personal illness or accident, may elect (except in an operation which is scheduled for a vacation shutdown) **to** have the first portion of such absence designated as the period of any vacation to which he/she may then be entitled. The employee's election to apply unused vacation to extend active service must be made within one (1) week of the beginning of the applicable absence.

c. Incidental Absences

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

business require the approval of the Manager. This time may be paid out in multiples of four hours.

d. **Other Absences**

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

e. **Vacation Payment Guarantee**

An employee whose service is terminated or whose absence from work continues beyond the end of a vacation year, and who did not receive in such vacation year the full vacation pay for which he/she **had** qualified **and had not otherwise used**, shall receive at the end of the vacation year or upon prior termination of service, a vacation allowance in lieu of any vacation to which he/she was still entitled.

7. **Computation of Vacation Pay**

a. **Basic Formulas**

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

such daily equivalent by the appropriate rate-multiplier determined by (7)(c) below).

b. **Determination of Weekly Hour-Multiplier**

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

(1) **Short Schedules**

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

(2) **Multiple-Shift Short Schedule**

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

(3) **Third Shift**

The weekly hour-multiplier of an employee who is

assigned to a third shift which is paid according to the provisions of Article X (9), will be forty hours.

(4) Extended Schedule

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

Average Weekly Hours	Weekly Hour-Multiplier
40 BUT LESS THAN 42	40
42 BUT LESS THAN 42.5	42
42.5 BUT LESS THAN 43.5	43
43.5 BUT LESS THAN 44.5	44
44.5 BUT LESS THAN 45.5	45
45.5 BUT LESS THAN 46.5	46
46.5 BUT LESS THAN 47.5	47
47.5 AND HIGHER	48 (MAXIMUM)

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

- (a) Time spent on Union activity;
- (b) A listed or observed holiday;
- (c) Jury duty service;

- (d) Military Service for which service credits are granted under Article XXV(7);
- (e) Vacation shutdowns and vacation periods;
- (f) Time paid for death-in-family absence;
- (g) Time lost due to a compensable accident or compensable illness;
- (h) Employee's personal absences for which pay is granted.

(5) Continuous Operations

The weekly hour-multiplier of an employee who is, at the time of his/her vacation, regularly assigned to work on a Continuous Operation schedule will be the greater of either (a) the number of hours per week he/she would have been paid, up to a maximum of forty-eight hours, including premium hours for Saturday and/or Sunday, had he/she worked forty hours on his/her established regular schedule including Saturday and/or Sunday, on the week or weeks scheduled for vacation or (b) the hours provided by the application of (7)(b)(4) above.

c. Determination of Rate-Multiplier

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

- (1) His/her current rate (including night shift bonus for employees who are regularly scheduled on a night shift and any wage increase adjusted to the number of vacation days affected by such increase); or
- (2) His/her last hourly rate (including night shift bonus for those employees regularly scheduled on a night shift) in

effect during the last full calendar week of the year preceding the current vacation year.

d. **Payments for Incidental Absences**

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

8. **Scheduling of Vacations**

a. **Scheduling**

In the event of one or more vacation shutdowns in the plant within the vacation year, one of the shutdowns will be of no less than two weeks duration and during such shutdown, the vacation for eligible employees shall be considered to run concurrently. Provided written notice is given to the Local union prior to April 1, this Shutdown may be split into two (2) periods of not less than one (1) week duration, but in no case shall the combined split periods exceed three (3) weeks. In such cases, local management and the Local may also agree on special rules dealing with vacation eligibility for the subsequent year where one of the mandatory Shutdown periods extends into the last calendar week of the year. Exceptions for certain sections or individuals by reason of the requirements of the business shall be at management's discretion.

With respect to other scheduled shutdown periods, employees entitled to vacation time in excess of two weeks, may elect to take the time off without pay as though on temporary layoff for lack-of-work and take his/her remaining vacation time off at some earlier or later date including the week immediately preceding or following the shutdown period. Vacations taken at times other than during shutdown

periods will be scheduled to conform to the requirements of the business and the needs of the employees. Employees will make every effort to notify the company 24 hours in advance, if within their power to do so, to schedule incidental days of vacation other than Shutdown. In scheduling such vacations the Company will give consideration to the requests of individual employees for specific time periods for vacation. Such requests will be considered on the basis of seniority and subject to the requirements of the business. For any part of a shutdown period for which an employee is not eligible or does not become eligible for vacation pay during the vacation year, and during which he/she has no work available, he/she will be deemed to be on temporary layoff for lack-of-work.

b. **Ineligibility for Income Extension Aid**

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

c. **Postponement or Division of Vacations**

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

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

9. **Time of Vacation Payment**

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

10. **Holiday in Vacation Period**

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

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

When an employee on vacation experiences a death in family which would otherwise qualify the employee for leave under Article XXV, 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.

ARTICLE XVI
CONTINUITY OF SERVICE -- SERVICE CREDITS

1. Definition of Terms

- a. "Continuity of Service" designates the status of an employee who has service credits totaling fifty-two or more weeks.
- b. "Continuous Service" designates the length of each employee's continuity of service, and shall equal the total service credits of an employee who has "Continuity of Service."
- c. "Service Credits" are credits for periods during which the employee is actually at work for the Company or for periods of absences for which credit is granted. (As provided in (3)).
- d. "Absence" is the period an employee is absent from work either with or without pay (except a paid vacation period) computed by subtracting the date following the last day worked from that date the employee returns to work. Each separate continuous period away from work shall be treated as a single absence from work.
- e. "Illness" shall include pregnancy whenever the Supervisor or other immediate Supervisor is notified prior to absence from work.

2. Loss of Service Credits and Continuity of Service

- a. Service credits previously accumulated and continuity of service, if any, will be lost whenever the employee:
 - (1) Quits, dies, resigns, retires or is discharged;

- (2) Is absent from work for more than two consecutive weeks without satisfactory explanation;
 - (3) Is absent from work because of personal illness or accident and fails to keep the Supervisor notified monthly, stating the probable date of his/her return to work.
 - (4) Is notified within a year from date of layoff that he/she may return but fails to return or give satisfactory explanation within two weeks;
 - (5) Is absent from work without satisfactory explanation beyond the period of any leave of absence granted him/her by the Company;
 - (6) Is absent from work for a continuous period of more than one year for any reason other than a leave of absence granted in advance or an absence due to a compensable accident (up to eighteen months).
- b. If the Company reemploys an employee who has lost service credits and continuity of service because of layoff due to lack of work for more than one year, because of absence due to illness or injury for more than one year, or because of termination for transfer to a successor employer, such employee shall have such service credits and continuity of service automatically restored if his/her continuous service at the time of his/her layoff, termination for transfer to a successor employer, or first day of illness was greater than the total length of such absence or if the employee has recall rights under Article XVII, Seniority or if the employee is placed under preferential placement.

- c. If the Company reemploys, 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 (b)], 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 (c).

- d. Service restoration provided for in this Section 2 will be contingent upon the employee's full repayment of any of the following lump sum benefits paid under Article **XXVIII**: Income Extension Aid under Section 4(b)(1)(iii), Special Voluntary Layoff Bonus under Section 4(c), Special Retirement Bonus under Section 3(b), or severance pay due to a plant closing termination which occurred within six months prior to the date of reemployment. Such repayment must be made within a reasonable time after rehire. No such repayment is required of benefits paid if the reemployment date is more than one year from the date of the prior termination.

3. **Service Credits**

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

- (a) Employees when reemployed with prior service 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 his/her absence in excess of twelve months up to a maximum of six additional months.
- (b) For all other absences of two weeks or less, such employees will receive service credits, but if the absence is longer than two weeks, no service credits will be allowed for any part of such absence.

ARTICLE XVII SENIORITY

- 1. Seniority shall begin with the date of employment in the Bargaining Unit and in each case shall be the time worked within the unit. For purposes of this Article:
 - a. Seniority for employees out for illness or injury shall accumulate as follows:
 - (1) For employees other than probationary, but with less than one year of seniority, shall accumulate for twelve months.
 - (2) For employees with one or more years of seniority, but less than three years seniority, seniority shall

accumulate for a period equal to their total absence, but not to exceed thirty months.

- (3) For employees with three or more years of seniority, but less than four years seniority, seniority shall accumulate for a period equal to their total absence, but not to exceed thirty-six months.
 - (4) For employees with four or more years of seniority, but less than five years seniority, seniority shall accumulate for a period equal to their total absence, but not to exceed forty-eight months.
 - (5) For employees with five or more years seniority, seniority shall accumulate for a period equal to their total absence, but not to exceed sixty months.
- b. Seniority for employees on layoff shall accumulate as follows:
- (1) Employees who at time of layoff have less than one year seniority, shall be eligible for recall in accordance with Article XX for a period of twelve months following layoff and if recalled within such period, will be allowed accumulated seniority for such period of layoff and will retain their seniority accumulated prior to such layoff. After twelve months of continuous layoff, they will lose their seniority rights in the Bargaining Unit.
 - (2) Employees who at time of layoff have one (1) or more years of seniority, shall be eligible for recall in accordance with Article XX for a period of sixty months following layoff and if recalled within such period, will be allowed accumulated seniority for such period of layoff and will retain their seniority accumulated prior to such layoff. After sixty months of continuous layoff, or until

retirement (whichever occurs first) they will lose their seniority rights in the Bargaining Unit.

- c. Similarly, in the cases of individuals with the required seniority as in (1)(a) above, absent due to personal illness or injury at the time of layoff and who would have otherwise been laid-off, the same extended recall arrangements will be made if:
 - (1) The individual reports promptly to the Hourly Placement Office for employment upon recovery;
 - (2) The individual's total period of absence due to personal illness or injury has not exceeded their seniority accumulation period as stated in (1)(a), in which case he/she will have his/her name added to the recall list;
 - (3) Length of recall eligibility will be determined by the date the employee would have been laid off and in accordance with Article XVII, Section 1 (b).

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

- e. Employees who quit, resign or are discharged will lose their seniority rights in the Bargaining Unit, provided that in the case of an employee who is laid off from the I.A.M. Bargaining Unit and who is subsequently employed

elsewhere in the Company, a quit or resignation will not result in loss of seniority rights in the Bargaining Unit. This language does not apply to any employee who is hired in accordance with Article XXVIII, (3)(d), Preferential Placement.

- f. For purposes of this Article "at time of layoff" shall mean the date of layoff. Recall rights as referred to in this Article shall begin with the day following the date of layoff.
 - g. Nothing contained in Article XVI, Continuity of Service -- Service Credits, shall affect or alter the application or interpretation of this Article XVII.
 - h. An employee who is on leave of absence granted by the Company shall accumulate seniority for the term of such leave.
- 2. a. New employees shall be considered probationary employees until they have been employed **ninety (90)** days.
 - b. The Company may discharge or transfer employees at any time during the probationary period. However, any claim of discrimination in connection with the transfer, layoff or discharge of probationary employees may be taken up as a grievance.
- 3. The Company will furnish the Union with a list showing the seniority date of each of the employees in the Bargaining Unit.
- 4. a. Employees who are transferred to jobs outside the bargaining unit may be returned to their former classification in the bargaining unit in accordance with their total length of seniority during the period up to six (6) months following the first such transfer to a job outside the unit, providing

employment continues at the Evendale Plant or one of its offsite locations.

- b. Employees who were transferred in accordance with (a) above, may be returned to the Bargaining Unit with their accumulated seniority, provided such seniority entitles them to a job in the last classification they held in the Bargaining Unit. In the event the last classification held by such employees is eliminated or not utilized, they will be returned to the next lower classification held which is still being utilized.

ARTICLE XVIII REDUCTION OF FORCES -- LACK OF WORK

1. Whenever it is necessary to lay off or transfer employees due to lack of work, the following procedure shall apply on a plantwide basis:
 - a. When a classification is affected by a surplus or displacement where employees in an affected classification are to be displaced or laid-off, employees in the affected classification(s) may request a voluntary lay-off. Requests will be considered by seniority within a classification with the highest rated affected classification given priority. Employees placed on such voluntary lay-off status will only be offered recall to; the classification held at the time of lay-off, an equally rated classification or a higher rated classification. The request must be made at the Hourly Placement Office by the close of business on the Tuesday following the announced lack-of-work.

In case of voluntary layoffs, the maximum benefits payable by the Company to a volunteer that is not notified of a transfer to a lower-rated classification which is more than two job rate

steps below the job rate of the employee's current classification under any article of this Agreement, including Article XXVIII, Section 3(b) or Section 4(c) or from any other Company source, shall be the lesser of **\$16,000** or the amount of Income Extension Aid computed under Article XXVIII, Section 4(a).

- b. When a classification within an overtime group is affected by lack-of-work, the employees in that classification with the least seniority that are to be moved to a different shift or lower rated classification will be given one week's notice of transfer or lay off provided those employees retained on this basis are qualified to perform the work. Any employee who is to be laid off for lack of work shall have one week's notice or one week's pay at the prevailing weekly schedule of hours at the time of lay off;
- c. Employees downgraded or laid off from a second or third shift for lack of work will receive the ten percent night shift differential for one week provided they have not been given a one week's notice as provided in this Article;
- d. Every effort will be made to place the affected employees as quickly as possible. However, in the case of those employees who are eligible for transfer on a seniority basis, if the necessary rearrangement of personnel cannot be made in the one week notice period, the affected employees may be removed from the payroll for lack of work for a period not to exceed two weeks. Thus, least senior employees may remain in the Bargaining Unit for periods not to exceed two weeks;
- e. An employee who is laid off for an indefinite lack of work period, will be granted his/her remaining vacation allowance at time of layoff. This vacation allowance will be equal to the

amount of vacation entitlement to which the employee is eligible at the time of layoff. Seniority will continue to accumulate from the date of layoff as provided for in Article XVII, but there will be no accumulation of service credits as a result of such payment, inasmuch as the allowance will not be applicable to any specific period of time of the layoff.

2. Employees affected who have seniority will be considered for transfer or layoff as follows:
 - a. They may transfer to an open job in their present classification or an open job in a classification that is cross-bumpable with their present classification;
 - b. If no such open job exists, they may displace the employee with the least seniority in their present classification or the employee with the least seniority in a classification that is cross-bumpable with their present classification;
 - c.
 - (1) If their seniority or qualifications or both do not permit them to displace an employee as described above, they may fill an opening in a lower-rated classification that they previously held or an opening in a lower-rated classification that is cross-bumpable with the classification that they previously held;
 - (2) Employees with rights to two equally rated lower classifications which are not cross-bumpable shall fill the oldest open requisition by date in the two classifications (posted manufacturing requisition or "P" requisition). On open requisitions with the same date such employees shall have their option unless the application of this section shall create a surplus in one classification and allow an opening to remain in the other classification;

- d. (1) If their seniority or qualifications or both do not permit them to fill an opening as described in (2)(c) above, they will displace the employee with the least seniority on a job in a lower-rated classification that they previously held or the employee with the least seniority in a lower-rated classification that is cross-bumpable with the classification that they previously held;
- (2) Employees with rights to two equally rated lower classifications which are not cross-bumpable, shall displace the employee with the least seniority in the two classifications;
- e. Any employee so displaced will be subject to the same entire lay off procedure as the affected employees above;
- f. Employees who are to be transferred to a lower-rated classification due to lack of work, may elect to be laid off for lack of work if such lower-rated classification is more than two job rate steps below the job rate of their current classification. An employee who elects such a voluntary layoff will not be offered recall to any classification at or below the rate level of the positions to which he/she was scheduled to transfer at the time of his/her election to be placed on voluntary layoff status.

An employee so affected may change their status by (1) mailing a certified letter to Hourly Placement, GE Evendale Plant, Cincinnati, Ohio 45215, specifying therein the rate level to which he/she will accept recall when offered, or (2) coming to the Hourly Placement office and informing the Placement Specialist of the rate level to which he/she will accept recall when offered. The weekday following the receipt of the certified letter or the visit to the Hourly Placement office, the

employee will be eligible for recall to any available unapplied openings to the rate level indicated;

- g. The Toolmaker, Machinist and Bench Repair Parts classifications are established as a family. When it becomes necessary to remove employees from the Toolmaker or Machinist classifications due to a lack of work those employees affected by the lack of work may bump down into the Machinist or Bench Repair Parts classifications by seniority whether or not they previously held these classifications;
- h. In a lack of work situation in either the Mechanical Maintenance and/or the Diversified Fabricator classifications, employees scheduled to be laid off will be given displacement rights by seniority into the other classification.

(EXPLANATORY NOTE: Open requisitions for help will be factored into a reduction in force based on the date and time the approved requisition is received in the Hourly Placement Office. The senior surplus employee will be applied to the oldest requisition for his/her classification on the same shift and so on until all requisitions are exhausted.)

Every reasonable effort will be made to maintain a surplus employee's shift in filling open requisitions; however, when all requisitions on the same shift are filled, the remaining requisitions will be filled by applying the then senior surplus employee to the oldest remaining requisition for his/her classification, irrespective of shift, and so on until all requisitions are filled.

When approved open requisitions are received in the Hourly Placement Office after a displacement is published, the displacement as published will be revised by applying the senior employee who is to be downgraded or laid off from his/her classification to the oldest requisition for his/her classification and

so on until all requisitions are exhausted. The same shift consideration will be extended as outlined above.

As business needs dictate, the Plant Construction and Rearrangement Operation will absorb all surplus maintenance employees who hold classifications utilized in the Plant Construction and Rearrangement Operation, or else they will displace by seniority as provided in this Article).

3. As business needs dictate, the Plant Construction and Rearrangement Operation may absorb surplus employees.
 - a. If the employees are to be utilized in the Plant Construction and Rearrangement Operation on a specific project and/or for an expected, identified length of time, no request for manpower will be generated and the surplus employees will be placed in the Plant Construction and Rearrangement Operation. Extensions may be made by mutual agreement between Company Representatives and Committeeperson.
 - b. If the Plant Construction and Rearrangement Operation elects to increase its workforce and Section 3 (a) of this Article does not apply, then a requisition for manpower will be generated and an Employee Transfer Request will be honored as provided for in the second paragraph of Article XXV, Section 4 (a).
 - c. If the Plant Construction and Rearrangement Operation elects not to absorb the surplus employees they will displace by seniority as provided in this Article.
4. a. In all temporary lack of work situations not to exceed two weeks, employees will be canvassed by seniority for lack of work volunteers within a Supervisor's area and shift, provided the employees retained on this basis are completely familiar

with the specific work to be performed during this temporary lack of work period. Employees will be expected to complete certain operations or specific job assignments which have been initiated prior to being sent home on a temporary lack of work basis. Lacking sufficient volunteers, employees having the least seniority will be removed from the classification within the Supervisor's area and shift.

- b. Employees who temporarily have no work on their regular assignments may be utilized elsewhere in their classification if work is available for them.

ARTICLE XIX
SENIORITY PREFERENCE FOR MEMBERS OF THE BARGAINING
COMMITTEE, UNION OFFICERS AND STEWARDS

1. On request of the Union:
 - a. Members of the Bargaining Committee referred to in Article III (2)(a) shall be given seniority over all employees in the Bargaining Unit during reduction of forces provided work for which they are qualified is available in the Bargaining Unit.

No member of the Bargaining Committee shall be removed from the area he/she represents so long as there is a job in said area in the classification he/she holds. The Union will promptly inform the Company in writing of the area each Bargaining Committeeperson represents and all subsequent changes in area representation:

- b. The Vice-President of Lodge 912, as identified in Article III (3)(b), shall retain seniority preference during a reduction in force provided:

- (1) Work for which he/she is qualified is available.
 - (2) He/she is serving as President of Lodge 912 during the period on or after the date of the announced surplus. This seniority preference shall continue until the return or the replacement of the President of Lodge 912 occurs.
 - c. Stewards elected after 1/1/01, shall have super seniority over all Bargaining Unit employees in their overtime group. However, if they by virtue of their natural seniority no longer have sufficient seniority to remain physically working within the plant or classification, they shall automatically forfeit their stewardship and be placed in accordance with their natural seniority.
 - d. In applying the above, the Union agrees that such seniority preference does not entitle such members of the Bargaining Committee, Officers or Stewards to job preference.
2. If for any reason an employee ceases to hold one of the official Union positions referred to in (1) above and he/she thereupon no longer has sufficient seniority to remain in his/her classification, he/she shall be transferred or laid off in accordance with his/her seniority when the next reduction of forces affecting his/her classification occurs or no later than two weeks whichever is sooner.
 3. The Union shall immediately notify the Company in writing whenever a new Official has been elected in any one of the three Union positions listed in (1) above.

ARTICLE XX RECALL AND UPGRADING

1. Recall

In recalling employees who have been transferred to lower rated jobs or laid off because of lack of work as provided in Article XVIII the following procedure shall apply on a plantwide basis:

- a. Whenever there is an open job in a classification, an employee who has previously held a job in that classification and has been transferred to a job in a lower rated classification or laid off will be recalled to such an open job. The total length of seniority shall be the major factor governing such recall if the employee is able to perform the open job in a satisfactory manner after a minimum amount of training;
- b. If a laid off employee, or an employee who has been transferred to a job in a lower rated classification, is recalled to an open job in a classification as provided in (a) above, and refuses recall to the open job, the employee shall no longer be eligible for recall to any open job in that classification, or to any open job in any lower rated classification in which the employee previously held a job, but will continue to have recall rights to any higher rated classification previously held to which he/she has not refused recall. Once recalled to any higher rated classification the employee re-establishes previous displacement rights to jobs below that classification;
- c. If a laid off employee fails to answer the notice of recall within five working days and to report within fifteen calendar days after receipt by the employee of the notice of recall sent to him/her by registered mail or registered telegram at the last address listed in his/her personnel folder or the notice of

recall is returned as undeliverable, the employee shall lose all seniority rights in the Bargaining Unit. An employee who is unable to comply with the above requirements because of verified illness or injury shall retain seniority rights (up to the contractual limit), providing he/she notifies the Company in writing within five working days after receipt by the employee of the notice of recall that he/she is unable to report and provides verification of illness or injury. The employee will then remain on the recall list for future openings. Employees who for any period of time will not be available to accept the notice of recall at the last address listed in their personnel folder should contact the Hourly Placement Office;

- d. Each employee shall have at all times the responsibility of informing the Hourly Placement Office of the Company at Evendale, Ohio of his/her correct address by certified or registered mail;
- e. Whenever there is an open job in a classification and there are no employees eligible for recall under the provisions of paragraph a. above, such an open job will be filled under the provisions of Article XX (2).

2. Upgrading

- a. Except as provided in (1) above, the Company agrees that, in general, higher rated jobs will be filled by upgrading within the Bargaining Unit on a plantwide basis. In promoting employees to higher rated jobs, ability will be the major consideration, however, when abilities are relatively equal, seniority shall be given preference.
- b. Employees who hold the Machinist classification or who have recall or displacement rights to the Machinist classification will

be automatically considered for upgrading to the Toolmaker classification **when submitting an SNU**.

- c. Employees who hold the Bench Repair Parts or Cutter Grind classification will be automatically considered for upgrading to the Machinist classification **when submitting an SNU**.

3. **Lateral Transfer**

- a. After (1) and (2) above have been applied and openings still remain, then consideration will be given to employees with valid lateral transfer autograms on file.
- b. An employee is eligible for lateral transfer consideration if he/she is currently on the payroll, and has held the classification in which the opening exists, and it was the first classification held (or a classification of which his/her first classification was combined through job classification consolidation) which is at the same M-rate he/she presently holds, and the opening is in a classification to which he/she has recall and displacement rights.
- c. If an employee is offered a lateral transfer to a classification and he/she refuses the opportunity, that employee will need to submit a new lateral transfer request autogram in order to be considered for a lateral transfer to any future openings in that classification. However, the employee will retain all recall and displacement rights to the classification whether he/she submits a new autogram or not.
- d. Employees who qualify according to the criteria above and who wish to be considered for a lateral transfer, must submit an autogram to the Hourly Placement office stating the classification to which they are entitled lateral consideration.

ARTICLE XXI
INFORMATION TO BE FURNISHED UNION

1. The Bargaining Committee will be given details on employees laid off for lack of work after notification has been given to the employees, and similar information on re-engaged employees after they have been re-engaged.
2. The information will consist of the name, seniority date, and occupation of the employee. The Supervisor will give to the Steward information on extended layoffs whenever possible one week before the employee is laid off.
3. The Bargaining Committee will also be given lists of new employees after they have been engaged and their occupations and the Bargaining Committee will also be given details on transfers.

ARTICLE XXII
GRIEVANCE PROCEDURE

Subject to the provisions of Article XXVII, the Grievance Procedure established by this Article shall be used for the purpose of orderly negotiations between the parties concerning all claims, disputes, or other matters subject to collective bargaining between the parties during the term of this Agreement, whether or not such claims, disputes, or other matters involve the interpretation or application of this Agreement. It is the intent of the parties that such grievances be resolved as quickly as possible and in the area where the claim, dispute, or other matter is brought to the attention of the Company. It is further intended that an effort be made to resolve the claim, dispute, or other matter before institution of the formal Grievance Procedure.

Employees may take up grievances informally with their Supervisors either directly or through the Union Steward. If the grievance is taken up directly or through the Steward and a satisfactory agreement is not reached, a formal grievance may be processed in accordance with the formal Grievance Procedure set forth below. If the grievance is taken up directly by the employee with the Supervisor, no adjustment will be made inconsistent with the terms of this Agreement, and the Supervisor shall make no adjustment without advising the Union Steward.

STEP ONE

When agreement has not been reached through discussion of the grievance with the Supervisor, the Steward may then, and within thirty days following the occurrence or having become aware of the situation, condition or action giving rise to the grievance, present the grievance to the Supervisor in writing, setting forth the exact nature of the grievance and the relief requested. Negotiating grievances at Step One will be the responsibility of the Supervisor for the Company and the Steward for the Union. In general, the Supervisor will give a reply in writing within forty-eight hours, but if more time is required the Supervisor will advise the Steward, and a written decision will be given to the Steward within seven calendar days. (Example: If the Steward grieves in writing on Monday, the Supervisor is obligated to give a written answer no later than the following Monday).

When agreement on the grievance is not reached at Step One, the Committeeperson for the area may appeal the Supervisor's decision by registration of the grievance for discussion at Step Two. Any grievance not registered at Step Two within the first fourteen calendar days following the date of the written Step One fact sheet will be considered withdrawn without prejudice.

STEP TWO

Negotiating grievances at Step Two for the Company will be the responsibility of the designated Relations Representative or Sub-Section Manager for the area.

Upon request, each Committeeperson may have a weekly Step Two Meeting with the appropriate Relations Representative or, upon request of the Committeeperson, with the Sub-Section Manager. The Committeeperson may, if he/she desires, have additional Committeepersons or Stewards present, not to exceed a combined total of three, and similarly the Relations Representative or Sub-Section Manager may, if he/she desires, have additional Management Representatives present, not to exceed a combined total of three. Upon request of the Committeeperson, the appropriate Supervisor shall be one of the Management Representatives. Such Step Two meetings will be arranged by Relations Representatives based on the mutual availability of the parties.

Grievances will be discussed at Step Two in the order of their registration. Exceptions to the order of discussion of grievances will be made at the request of the Union or the Company.

Either party may refer a grievance back to Step One of the Grievance Procedure not more than one time, and either party may take a grievance back at Step Two one time. Any grievance which is referred back to Step One or taken back at Step Two must be discussed again in a grievance meeting at the appropriate step of the Grievance Procedure within thirty calendar days.

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

STEP THREE

Negotiating grievances at Step Three will be the responsibility of the Union Relations Negotiator for the Company and the Chairperson of the Bargaining Committee for the Union.

Discussing grievances at Step Three will be the responsibility of the Negotiator for the Company and the Chairperson of the Bargaining Committee with the designated Committeeperson for the Union. Other Committeepersons may attend all or part of the Step 3 meeting at their discretion. The Chairperson may request a recess at any time for the purpose of obtaining inputs from Committeepersons other than the designated Committeeperson regarding the specific grievance being discussed. The designated Committeeperson will be determined by the Chairperson on a grievance by grievance basis.

Grievances will be discussed at Step Three in order of their registration except as provided below. The Company will provide the Chairperson of the Bargaining Committee with a sequential Step Three grievance registration list, as necessary. The Chairperson of the Bargaining Committee may elect to withdraw grievances registered at Step Three without prejudice.

The Chairperson of the Bargaining Committee will identify the grievances to be discussed at Step Three in the form of an agenda submitted at least ten calendar days in advance of such Step Three meeting. Two such agendas may be submitted each week. The date of the Step Three meeting at which the grievances on a particular agenda will be discussed will be fixed by mutual agreement of the Union Relations Negotiator and the Chairperson of the Bargaining Committee at the time the agenda is submitted to the Company. In general, agendas will consist of ten grievances, however, a greater or lesser number of grievances may be included on the agenda at the mutual consent of the parties. Any grievance(s) not discussed for lack of time in a particular Step Three

meeting will be discussed, in order, at the next Step Three meeting before the grievances on the agenda for that meeting are taken up.

Exceptions to the order of discussion at Step Three will be made at the request of the Chairperson of the Bargaining Committee for grievances involving disciplinary time off and discharge.

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

In the event of a request for arbitration of a grievance under Article XXIII, the Chairperson of the Bargaining Committee may request an arbitrability conference with designated Company representatives. The matter of arbitrability, stipulation of issue to be arbitrated and whether or not such grievance could be "expedited" would be reviewed with the Chairperson, International Representative and one other designated union representative. The written request for such a meeting must be made within ten calendar days following the meeting when the Company's final decision was made with respect to such grievance.

A grievance filed on behalf of a candidate for preferential placement under Article XXVIII which arises solely due to the failure of Company management at a designated location to select such candidate, where such designated location employs no employees represented by the Union, may be filed at the Headquarters level. A grievance filed on behalf of a candidate for preferential placement under Article XXVIII which arises solely due to the failure of Company management at a designated location to select such candidate, where the candidate's original location has closed, may also be filed at the Headquarters level, provided the grievance arises following the original location's plant closing date. The

Company shall give its final decision to the Union in writing within a reasonable time after discussions with the Union and an opportunity to investigate the facts.

ARTICLE XXIII ARBITRATION

1. Any grievance which remains unsettled having been fully processed pursuant to the provisions of the Article XXII shall notwithstanding the Company right to refuse to arbitrate grievances, as reserved in Article XXIV (2), be submitted to arbitration upon written request of either the Union or the Company, provided such request is made within thirty days after the final decision of the Company has been given to the Union pursuant to Article XXII, and provided such request directly raises an issue which is either:
 - a. a disciplinary penalty, consisting of a warning notice, a suspension, or a discharge, which penalty is imposed on or after the effective date of this Agreement and is claimed to have been imposed without just cause; or
 - b. a non-disciplinary termination occurring after the effective date of this Agreement; or
 - c. a claimed violation of one of the following provisions of this Agreement:

Article II, Union Security

Article III, Representation;

Article IV, Leave of Absence, excluding paragraph (2) thereof;

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

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

Article XI, Charging of Overtime, but excluding issues pertaining or relating in any way to the scheduling of work shifts, shutdowns, overtime, or continuous operations;

Article XII, Differential for Second and Third Shift Employees;

Article XIII, Rates of Pay, including violation of the provisions on starting rate, transfer rate, progression and merit increases, but excluding paragraph (1), thereof, and any issues pertaining or relating in any way to the establishment, changing, or elimination of a job classification or a wage rate, or the method by which an employee is paid;

Article XIV, Holidays;

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

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

Article XVII, Seniority, including violation of the provisions on accumulation of seniority, length of recall eligibility, loss of seniority, computation of seniority and return to Bargaining Unit, but excluding any issue pertaining or relating in any way to a determination, or the Company's right to determine, that a lack of work situation exists;

Article XVIII, Reduction of Forces - Lack of Work, but excluding any issues pertaining or relating in any way to a determination, or the Company's right to determine, that a lack of work situation exists;

Article XIX, Seniority Preference for Union Officials;

Article XX, Recall and Upgrading;

Article XXI, Information to be Furnished Union;

Article XXV, General Provisions, except as to any issue pertaining or relating in any way to paragraphs (3) and (6);

2. Any grievance which remains unsettled after having been fully processed pursuant to the provisions of Article XXII, and which involves any issue not included among those specified as subject to arbitration in paragraph (1) of this Article, may be submitted to arbitration only if the Company and the Union first mutually agree in writing to do so.
3. If, within ten days following the request for arbitration of such a grievance, the Company and the Union cannot mutually agree upon an arbitrator, they may jointly request the Federal Mediation and Conciliation Service to submit a panel of seven names from which an arbitrator shall be chosen. Upon receipt of such panel, representatives of the Company and the Union shall strike in

- alternate turn one of the names from the panel list until six names have been so struck, whereupon the arbitrator whose name remains shall be deemed to be the arbitrator selected by mutual agreement of the parties. A second panel may be requested by mutual agreement of the parties.
4. The award of an arbitrator so selected upon any grievance so submitted to him/her shall be final and binding upon all parties to this Agreement. The arbitrator shall have no authority to add to, detract from, or in any way alter the provisions of this Agreement. In addition, and notwithstanding any contrary provision of this Article, no issue shall under any circumstances be subject to arbitration if it pertains or relates in any way to: (i) the establishment, administration, interpretation or application of Insurance, Pension, or other Benefit Plans in which employees covered by this Agreement are eligible to participate, or of Appendix A or the Wage Agreement of this Agreement; (ii) the establishment, elimination or change of a job classification or wage rate; (iii) the right of the Company to make or change employee work assignments; (iv) the assignment of work to, or the performance of work by, persons outside the bargaining unit; (v) the sub-contracting of work; or (vi) the provisions of Article I or Article XXIII of this Agreement. In any case which involves a warning notice, suspension or discharge imposed because an employee has refused to perform an assigned task, the arbitrator shall be entitled to determine the propriety of the penalty, but shall not have authority to question or rule on the obligation of the employee to perform the task.
 5. The fees and expenses of the arbitrator, as well as the cost of furnishing the hearing room, shall be borne equally by the Company and the Union.

6. Expedited Arbitration

- A. The expedited arbitration will be applicable only to disciplinary grievances. Both parties must agree to the submission of the grievance under the expedited procedure and either party may elect not to submit any disciplinary grievance to arbitration under the expedited procedure.
- B. The submission to arbitration must meet the following criteria:
 - 1. There is no procedural question such as arbitrability or due process; and
 - 2. There is no claim alleging discrimination in violation of Section 3 of Article IX of the Agreement between the parties; and
 - 3. The only issue in a discharge or discipline case is whether the discharge or discipline was imposed for just cause.
- C. In an arbitration case between the Company and the Union which is limited to a disciplinary penalty other than discharge, the following rules will apply:
 - 1. There shall be no transcript of the hearing.
 - 2. There shall be no post hearing briefs or other written arguments by the parties.
 - 3. There shall be a thirty (30) minute recess before any closing oral arguments by the parties. Each party shall be limited to thirty (30) minutes for closing oral arguments followed by no more than fifteen (15) minutes for rebuttal following closing arguments.

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

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

- F. Awards rendered under this procedure are non-precedential and cannot be cited in any future cases.
7. The fees and expenses of the arbitrator, as well as the cost of furnishing the hearing room, shall be borne equally by the Company and the Union.

The powers of an arbitrator shall include the authority to render a final and binding decision with respect to any dispute brought before him/her, including the right to modify or reduce or rescind any disciplinary penalty, as defined above, imposed by the Company, but excluding the right to amend, modify or alter the terms of this Agreement. Individuals who are covered by this Agreement do not have the right to invoke the arbitration procedure on their own initiative. The arbitration procedure can only be invoked by the Company on its behalf or the Union on behalf of the employees.

8. **From the date of this 2007–2011 agreement forward, all grievances that the Company and Union agree to arbitrate must have an arbitrator selected within (12) twelve months from the date of such agreement to arbitrate and must be arbitrated within (18) eighteen months of the agreement date to arbitrate. In the event that the Union and Company mutually agree to arbitrate a case which is arbitrated outside this time limit, the maximum liability involving any back pay from the Company shall be capped at (24) twenty-four months.**

ARTICLE XXIV STRIKES AND LOCKOUTS

1. Neither the Union nor any official of the Union nor any employee will call, sanction, encourage or participate in any strike, sitdown, slowdown, employee demonstration or any other organized or concerted interference with work during the term of this Agreement

except, as provided in Section 2 below. Any individual causing or taking part in any action contrary to the provisions of this Section shall be subject to disciplinary action including discharge at the discretion of the Company.

4. In the event that a grievance which has been processed through all of the respective steps of the grievance procedure as set forth in Article XXII remains unsettled, and the Company thereafter refuses to arbitrate the grievance, or if the grievance is not arbitrable under the provisions of Article XXIII of this Agreement, the Union may call a strike of all the employees whom they represent, but not a sitdown, slowdown, or any other organized or concerted interference with work, nor a strike of any unit smaller than all of the employees they represent. If the Union in the circumstances set forth in the sentence immediately preceding this shall call, sanction or encourage a strike among a group of employees which is smaller than the whole Bargaining Unit, such action shall be in violation of this Article, and the employees participating in such strike will be subject to discharge.
3. Notwithstanding the above, the Union shall not have the right to strike if the Company has not received written notice of such strike from the Union not less than 24 hours prior to the commencement of such strike and which notice specifies the exhausted grievance(s) over which the strike is being called.
4. The Company shall not "lock out" employees at any time while their grievance remains unsettled and is being processed through any of the respective steps of the grievance procedure set forth in Article XXII. This provision shall not be construed to limit the right of the Company to determine and schedule the work force as it requires nor the right to impose discipline prior to or while a grievance is being processed.

ARTICLE XXV GENERAL PROVISIONS

1. Notification of Discipline

When it becomes necessary to inform an employee of a disciplinary action, the employee will be told that his/her Union Representative may be present, and his/her representative will be present when requested by the employee.

2. Jury Duty or Subpoena Pay

When an employee is called for service as a juror, (whether he/she is assigned to the first, second or third shift), he/she will be paid upon proof of service the amount of straight time earnings lost by him/her by reason of such service, up to a limit of eight hours per day and forty hours per week.

Similar pay as specified above will be granted to an employee who loses time from work because of his/her appearance in court pursuant to proper subpoena, except when he/she is either a plaintiff or defendant.

An employee officially notified that he/she must serve as a juror prior to the commencement of a scheduled vacation, will be permitted to reschedule such vacation. An employee will not receive both vacation pay and jury duty pay for the same period of time not worked.

3. Supervisory Employees

Supervisors or salaried employees will not perform work on any job within the Bargaining Unit except in cases of emergency or when instructing an employee.

4. Employee Transfer Request

An employee who desires a transfer to a different shift in his/her present area (overtime group), to a different shift in a different area (overtime group) or to the same shift in a different area (overtime group) may so indicate by advising his/her Supervisor in writing on the appropriate form. One copy of such request will be forwarded to the Hourly **Placement** Office, one copy will be retained by area Management and one copy will be retained by the employee. As openings originated by Manufacturing within his/her classification occur on a plant-wide basis which are to be filled by surplus (except for employees electing SERO, SVLOB or VLO), recall, upgrading or hiring, active employees with ETR requests for the area and shift will have their ETR automatically honored by seniority.

Employees will not be allowed to change their mind once notified of their ETR move. Employees wishing to change their ETR elections must submit a new ETR request and any such new request will be date and time stamped. Employees wanting to withdraw an ETR must submit an autogram requesting their ETR be removed from the system.

The Company shall honor up to two such requests in the classification where the original opening occurred **and one such request in the classification from which an employee is recalled or upgraded from when filling the original opening.**

The senior employee with an ETR for the area and shift of the opening(s) will be applied to the oldest open requisition by date and time stamp.

In the case of a surplus employee(s), which in turn permits a senior employee(s) to elect a SERO, SVLOB or VLO, the senior surplus employee will replace the senior employee electing SERO, SVLOB or VLO. Surplus employees over and above the need to cover

employees electing SERO , SVLOB or VLO will not be applied to any opening(s) originated by manufacturing without first offering up to the two ETR's noted above.

An employee so transferred will not be considered for another such transfer for a period of one year from the date of being offered the transfer and no employee will be given more than one such transfer in any one year.

An employee transferred on the basis of an employee transfer request, who thereafter is involuntarily transferred from that overtime group and/or shift to a different overtime group and/or shift may submit a new employee transfer request. Such request will then be considered in accordance with relative seniority without regard to the one year period provided such request specifies the reason for the new request and includes the dates of the transfers involved.

An employee's transfer requests are voided when he/she is transferred on the basis of an employee transfer request, changes classifications, **or** is placed on layoff.

Employee Transfer Requests on file will be honored before an employee promoted from the Bargaining Unit may be returned.

5. It is the understanding of the parties that:
 - a. An employee moved off his/her shift involuntarily will be allowed to request a shift transfer to his/her former shift within his/her new unit without limiting his/her right to request another shift transfer as provided above. This request must be made within one week after arrival in the new unit, and will be considered provided there is a less senior employee on his/her former shift at the time of, or within thirty calendar days of his/her arrival in the new unit and the transfer will be

made within fourteen calendar days following the arrival of the less senior employee or the date of the request if a less senior employee is present in the unit on the shift in question at the time of his/her arrival in the unit. The request of the involuntarily moved employee will be considered if no senior employee in the area requests the same shift as the involuntarily moved employee requests.

- b. An employee who is senior to a surplus employee applied to an opening in his/her unit may be allowed to displace the less senior employee applied to the opening, provided he/she requests such displacement within one week after the arrival of the surplus employee, and he/she will be moved within thirty calendar days.
 - c. If the above does not occur following the arrival of the surplus employee and the surplus employee exercises his/her right to a shift change in accordance with (4)(b) to return to his/her former shift, a request of an employee on his/her former shift will be honored rather than requiring a less senior employee to change shifts.
- 6. Employees interested in changing shifts on a plant wide or unit basis, will have one (1) opportunity each calendar year to move on either a plant wide shift change or a unit shift change, but not both.**
- (A) Anytime during the two (2) weeks preceding the first Monday in fiscal February of each year, active employees may submit to the Hourly Placement Office their request to move and/or displace, seniority permitting, on a unit wide basis to the shift of their choice.**
 - (1) Unit shift change requests must be submitted on the appropriate form and once submitted the**

employee will be required to move to the shift identified by the Hourly Placement Office, seniority permitting. The moves will first be determined by switching the most senior employees with corresponding unit shift changes on file and then by allowing a senior employee with a unit shift change on file to displace a junior employee on the shift the senior employee is requesting.

- (2) The unit shift change will take place on the third Monday in the fiscal month of February unless a different date is mutually agreed to by both the Company and Union. Employees will be notified of their new shift starting time.**
 - (3) Employees who have their unit shift change request honored will not be considered for another such transfer (unit shift change or plant wide shift change) for the remainder of that calendar year.**
 - (4) Any employee due to move on the unit shift change who is absent on the move date will report to his/her new shift immediately upon return to work or re-engagement.**
 - (5) All requests, whether honored or not, are void after the unit shift change move date identified above and employees must submit a new request as identified in (6)(A) in order to be considered for future unit shift changes.**
- (B) Similarly, anytime during the two (2) weeks preceding the first Monday in fiscal March of each year, active employees may submit to the Hourly Placement Office their request to move and/or displace, seniority**

permitting, on a plant-wide basis to the shift of their choice.

- (1) Plant wide shift change requests must be submitted on the appropriate form and once submitted the employee will be required to move to the shift and area as identified by the Hourly Placement Office, seniority permitting. Employees requesting a plant-wide shift change will not be given a choice of areas.
- (2) All timely requests for a plant wide shift change, will be placed in seniority order. Moves will be determined by first checking for a senior corresponding request and then by checking for a junior employee on the shift requested.
- (3) The plant wide shift change will take place on the third Monday in the fiscal month of March unless a different date is mutually agreed to by both the Company and Union. Employees will be notified of their area and shift starting time.
- (4) Any employee due to move on the plant wide shift change who is absent on the move date will report to his/her new shift and area immediately upon return to work or re-engagement.
- (5) All requests, whether honored or not, are void after the plant wide shift change move date identified above and employees must submit a new request as identified in (6)(B) in order to be considered for future plant wide shift changes.

7. Bereavement Pay

An hourly paid employee who is absent from work solely because of the death and funeral of his or her spouse, child, stepchild, stepbrother, stepsister, foster child (if living in the employee's home), grandchild, stepgrandchild son-in-law, daughter-in-law, parent, stepparent, grandparent, stepgrandparent, grandparent-in-law, brother, brother-in-law, sister, sister-in-law, spouses brother-in-law, or sister-in-law, mother-in-law, or father-in-law, will be compensated on the basis of his/her average straight-time earnings, for the time lost by him from his/her regular schedule by reason of such absence, for three days for each such absence and up to eight hours per day. In the event of death of the employee's spouse, child, parent or stepparent, stepchild or foster child, an additional two days **paid** absence (up to eight hours per day) shall be allowed. **For the purposes of this provision, a same-sex domestic partner (as that term is defined in the GE Life, Disability and Medical Plan) shall be considered the equivalent of a spouse. This provision shall also apply to the deaths of comparable family members of the same-sex domestic partner.**

If the death of anyone identified above occurs prior to the commencement of a scheduled vacation, an employee will be permitted to reschedule such vacation. An employee will not receive both vacation pay and pay per the above paragraph for the same period of time not worked.

8. Military Duty

An employee with thirty days or more of service credits attending annual encampments of or training duty in the Armed Forces, State or National Guard or U.S. Reserves shall be granted a military pay differential, computed as set forth below, for a period of up to seventeen days of such military service, during each calendar year.

The employee shall be granted service credits for such seventeen day period or portion thereof during which he/she is absent. Such military pay differential shall be the amount by which the employee's normal straight time wages, calculated on the basis of a workweek up to a maximum of forty hours, which the employee has lost by virtue of such absence, exceeds any pay received for such absence from the Federal or State Government, recalculated to exclude the Government pay applicable to Saturdays and Sundays. Saturdays and Sundays shall be counted in computing the seventeen day period. Such items as subsistence, rental and travel allowance shall not be included in determining pay received from the Government.

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

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

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

Employees will be permitted to take a vacation and attend a military encampment at separate times and be granted both vacation pay allowance and a military pay differential. However, an employee may not receive a vacation pay allowance and a military pay differential for the same period. An employee may, however, receive a military pay differential for the period, if any, by which the time spent in such encampment exceeds such vacation, but not exceeding the maximums specified above. An employee who has less than thirty days of service credits may also be absent for the reasons and periods set forth above without deduction of service credits for such absence, but shall not be eligible for the military pay differential.

The Company will give the Union a copy of the current Company policy relative to employees entering the Armed Forces insofar as it relates to employees in the Bargaining Unit.

9. Sick and Personal Pay

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

CONTINUOUS SERVICE	MAXIMUM HOURS OF SICK AND PERSONAL PAY EACH CALENDAR YEAR
1 through 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/her Manager to utilize Sick and Personal Pay for absences due to an observed holiday or temporary layoff. Management approval, as provided herein, will not be unreasonably withheld. An employee is expected to notify his/her Manager in advance of the absence whenever possible, in order that the Manager may have an opportunity to arrange for a replacement or to reschedule the work.

b. Accumulation of Sick and Personal Pay

An employee who has any unused Sick and Personal Pay remaining at the end of a calendar year may elect during the Open Enrollment Period of each year to accumulate such unused Sick and Personal Pay, up to a maximum of two hundred 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 were regularly scheduled on a night shift. Notwithstanding anything to the contrary in Section a, an employee who is otherwise eligible for short term disability benefits under the GE Life, Disability and Medical Plan may be retained at full pay during an extended absence due to illness or injury, to the extent possible, by combining any accumulated pay under this section with Short Term Disability benefits. Such an employee may restore eligibility for Sick and Personal Pay earned and expended in a given year to the extent such pay was expended for an absence that was later determined to be covered by Short Term Disability or Workers' Compensation Benefits by repaying the net amount of pay received in the same calendar year. If an employee is unable to repay because of hardship, management may approve the employee's request to take time off without pay for subsequent absences which would otherwise qualify for payment of Sick and Personal Pay and are within the eligibility schedule set forth in Section a.

c. Rate of Pay

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

d. Maximum Hours

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

- (2) The maximum hours of Sick and Personal Pay payable to an employee in a calendar year will be the maximum number of sick and personal pay hours based on the employee's continuous service as stated in Section a.
 - (3) An employee working a regular daily schedule of not less than six (6) hours shall receive Sick and Personal Pay based on his/her regular daily schedule up to the Maximum Hours for which he/she is eligible under the table in Section a.
- e. In addition, any unused Sick and Personal Pay up to a maximum of 240 hours carried over from the preceding calendar year, will be available for payment of approved absences.
- f. When the hours of an employee's established regular daily schedule are changed to less than six (6) hours per day during the course of a calendar year, the maximum sick and personal pay hours payable to such employee for that calendar year will be adjusted by determining the proportion of the maximum sick and personal pay hours used by the employee prior to such change, (based on the regular daily schedule of work hours in effect before the change) and then reducing by the same proportion the employee's revised maximum hours based on the regular daily schedule of work hours in effect after the change.
- g. When an employee is terminated because of a plant closing or the sale of a business to a successor employer and the successor employer does not have a similar Sick and/or Personal Pay benefit, the employee will receive an allowance in lieu of any unused sick and/or personal hours. Similarly, an allowance in lieu of any unused sick and/or personal hours will be paid if an employee retires, dies, breaks continuity of

service due to layoff, or is approved for a leave of absence of twelve months or more. Such allowance will be paid the earlier of termination or twelve months following removal from active payroll.

ARTICLE XXVI TRANSFERS

An employee may be temporarily transferred within his/her classification not to exceed thirty days for any of the following reasons: need of special skills, job training, employee hardships, to reduce the need to sub-contract and to supplement an area's needs due to absences. In the event of a need to temporarily transfer an employee for more than thirty days, the situation will be discussed with the Bargaining Committee in advance of the transfer and such transfers will not be made absent mutual agreement of the parties.

In temporary lack of work situations, only Article XVIII -- Reduction in Forces -- Lack of Work, will apply.

ARTICLE XXVII ECONOMIC AND CONTRACT ISSUES

This Agreement, including Appendix A and Appendix B hereto, the **2007** Wage Agreement, the **2007** Memorandum of Agreement on Employee Benefits as well as the following letters from the Company to the Union:

DATE	SUBJECT
June 18, 2007	Reorganization of Work Groups
June 18, 2007	Upgrades and Transfers
June 18, 2007	Medical Facilities

is in full settlement of all issues which were, or which the Union or the Company had by law the right to make, the subject of collective bargaining in negotiations between the parties preceding the execution of this Agreement. Consequently it is agreed that none of such issues shall be subject to collective bargaining before **June 20, 2011**. Nothing in this paragraph shall be construed to prevent the Union from filing grievances during the term of this Agreement.

ARTICLE XXVIII
JOB AND INCOME SECURITY

1. Definitions

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

Such terms do not refer to the termination and discontinuance of only part of the Company's operations at the Evendale Plant, except as specifically provided in the paragraph above, nor to the termination or discontinuance of all of its former operations coupled with the announced intention to commence there either larger or smaller other operations. Any employees released by such latter changes will be considered as out for lack of work and will be subject to provisions applicable to those on layoff.

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

- (b) The term "plant closing date" means the day when benefits for and terminations of represented employees begin because of a plant closing.
- (c) The terms "transfer of work," "to transfer work," and "work transfer" mean the discontinuance of ongoing work at the Evendale Plant coupled with the assignment of the same work to a different location, including subcontracting the same work to another employer, if such assignment of work would directly cause a decrease in the number of represented employees performing such work at the Evendale Plant.
- (d) The term "robot" means a programmable, multifunction manipulator designed to move materials, parts, tools or specialized devices through variable programmed motions for the performance of a variety of tasks.
- (e) The term "automated manufacturing machine" means a device for doing work which has programmable controllers (PC), numerical controls (NC), computer numerical controls (CNC) or direct numerical controls (DNC).
- (f) The term "week's pay" as used in this Article XXVIII, shall be calculated by multiplying the higher of (a) his/her straight-time hourly rate (including any night-shift bonus) which he/she was paid during the last week worked by him/her or (b) his/her straight-time hourly rate (including any night shift bonus)

which he/she was paid during the last full calendar week worked by him/her during the calendar year preceding the year in which his/her current layoff began, times the number of hours in the employee's normal work week, up to 40 hours.

- (g) The term "Special Early Retirement Option Offset" **shall have the meaning set forth in the GE Pension Plan.**

2. Plant Closing

(a) General

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

(b) Severance Pay

- (1) An eligible employee whose employment is terminated because of plant closing shall be entitled to Severance Pay in a lump sum, for which he/she is eligible as described below and the full vacation allowance for which he/she might have qualified for the calendar year in which his/her employment is terminated and any other accumulated allowances due him/her, provided

that after the announcement of intent to close the plant he/she:

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

other employment and management will give due regard to this request.

- (5) Notwithstanding the provisions of this Section 2, an employee who is affected by plant closing may elect, prior to the specific date of his/her termination for plant closing, to be placed on lack of work status. In such event, the employee will be paid benefits under Section 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 one-half week's pay for each of the employee's full years of continuous service plus $\frac{3}{8}$ of a week's pay for each additional three months of continuous service at the time of termination; provided that the amount of the Severance Pay benefit as computed under this paragraph shall be subject to a minimum benefit equal to four weeks pay.
 - (ii) An employee with fifteen or more years of continuous service will, in accordance with the provisions set forth above, be eligible for Severance Pay computed on the basis of two week's pay for each of the employee's full years of continuous service plus one-half of a week's pay for each additional three months of continuous service at the time of termination.

(7) Deferral Election

An employee who elects to receive Severance Pay in a lump sum may elect to defer payment of half or all of the lump sum until the first month of the year following his/her termination because of a plant closing. Once made, such election will be irrevocable. Payment shall be made to the estate of any employee electing to defer payment under this Section 2(b)(7) if such employee dies before payment has been made.

(c) Employment Assistance Program

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

(1) Job Placement Assistance

(i) Job Placement Assistance will include job counseling as well as job information services. Examples of such services are counseling in job search and interviewing techniques, identification and assessment of skills, and employment application and resume preparation as well as providing employees information on placement opportunities.

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

- (iii) Two employee representatives designated by the Union will each be paid by the Company at their respective rate then prevailing, for approved absences from work up to a total of eight hours per week to work with management in the establishment and operation of the Employment Assistance Program.

(2) Education and Retraining Assistance

- (i) An employee with one or more years of continuous service who is terminated as a result of a plant closing will be eligible to receive Education and Retraining Assistance for courses approved by the Company which contribute to or enhance the employee's ability to obtain other employment provided that the employee begins the approved course within one year following termination. Approved courses will normally be given at schools which are accredited by recognized regional or state accrediting agencies and may include:
 - o Occupational or vocational skill development;
 - o Fundamental reading or numerical skill improvement;
 - o High school diploma or equivalency achievement; and
 - o College level career oriented courses.
- (ii) An employee will be reimbursed up to a maximum of **twelve thousand dollars five hundred (\$12,500)** for authorized expenses which are incurred within three years following termination provided a passing grade is received

in the course. Authorized expenses include verified tuition, registration and other compulsory fees, costs of necessary books, and other required supplies. However, if tuition or other authorized expenses are covered by government benefits, other employers, or scholarships, the Company reimbursement will not apply to that portion covered by such other plan.

(iii) An employee who elects to receive benefits under the Income Extension Aid layoff option in lieu of benefits under the Plant Closing section of this Article will not be eligible for Education and Retraining Assistance.

(d) Optional Local Plant Closing Termination Agreement

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

3. Retraining and Readjustment Assistance

(a) Rate Guarantee

An employee whose job is directly eliminated by a transfer of work, the discontinuance of a discrete, unreplaced product line, the introduction of a robot, or the introduction of an automated manufacturing machine shall be paid on any job to which transferred or recalled in the plant at a rate not less than the regular hourly rate of the job eliminated for up to seventy-eight (78) weeks immediately following the original

transfer or layoff. In the event that an employee is displaced due to a reduction in force within six months of the Company's decision to subcontract work that would otherwise have been performed by the employee had it not been subcontracted, and where such decision did not reduce the number of represented employees performing ongoing work at that time, such subsequently displaced employee shall be eligible for rate guarantee under this Section 3(a), effective at the time of displacement.

(b) Special Retirement Bonus

(1) Election

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

(2) Procedure

Eligible employees electing this option will be designated by their seniority for a Special Retirement Bonus. A termination under this option will be effective

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

(3) Special Payment

This Special Retirement Bonus shall be **\$16,000**.

(4) Indirect Bonus Eligibility

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

(c) Optional Local Retraining and Placement Agreement

Whenever the Company announces a transfer of work, the

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

(d) Preferential Placement

(1) Eligibility

An employee: **(i)** eligible for Severance Pay under Section 2, or **(ii) eligible for** Income Extension Aid ("IEA") resulting from being displaced and subject to layoff in the immediate chain of displacement resulting when a job is directly eliminated by a transfer of work, the discontinuance of a discrete, unreplaced product line, the introduction of a robot, or the introduction of a automated manufacturing or office machine, **or (iii) who breaks service after twelve (12) months on protected service due to layoff** may elect, prior to the employee's termination for plant closing or layoff, **or on the service break date for those employees who break service after twelve (12) months on protected service due to layoff**, and up to thirty (30) days thereafter (except where the laid off employee has elected to receive his/her IEA in lump sum), to be placed in a Preferential Placement status.

(2) Election Procedure

To elect Preferential Placement the employee shall designate up to **ten (10)** domestic General Electric Company manufacturing plant, service shop or distribution center locations **within the three-year**

eligibility period on forms provided exclusively by the Company. Effective January 1, 2004, the term “locations” used in the prior sentence shall be construed for the sole purpose of this paragraph to include like locations maintained by GE affiliates participating in the Job and Income Security Plan for Hourly Employees and the Job and Income Security Plan for Nonexempt Employees. This election will not affect an individual's continuity of service. Individuals **otherwise eligible for Preferential Placement pursuant to Section (d)(1)(i) and Section (d)(1)(ii) above, and** who have made this election will be placed in Preferential Placement status either; (i) on their designated termination date for plant closing, or (ii) on their layoff date. Individuals **eligible for preferential Placement under Section 3(d)(1)(iii) and who have made this election, will be placed on Preferential Placement on their service break date.** Individuals otherwise eligible for Preferential Placement **pursuant to Section 3(d)(1)(i) or Section 3(d)(1)(ii) above** may request, following the conclusion of decision bargaining, that their plant closing or layoff date be advanced in order to assume Preferential Placement and accept Placement prior to their anticipated plant closing or layoff date. Local management shall give due regard to such request. **Locations can be added to the employee's list to reach the ten (10) limit, but no listed locations can be eliminated and replaced or substituted for (even if closed).**

(3) Placement Standard

Individuals in Preferential Placement status will be given preference, to the extent practical, over new hires for job openings at the locations designated by them in

order of their length of continuity of service when they possess the necessary job qualifications established by the hiring location. The term "necessary job qualifications" shall be applied based on the upgrade standard for jobs above entry level. For entry level jobs in the One Month Progression Schedule the term "necessary job qualifications" shall be the standard a current employee at the location must meet to be placed in the entry level job.

Notwithstanding the preceding paragraph, Preferential Placement candidates applying for entry level positions in the One Month Progression Schedule with 25 years or more of continuous service shall be provisionally placed in such positions for up to three months. Such candidate must either demonstrate satisfactory progress in performing the entry level duties or perform such duties at a fully satisfactory level by the end of this provisional placement period. Failure to so demonstrate or perform will result in the candidate's removal from provisional placement. The candidate will then continue in Preferential Placement status as if such provisional placement had not occurred. The administrative removal of provisionally placed Preferential Placement candidates shall not be subject to arbitration.

(4) Benefits While in Preferential Placement Status

Except for employees electing Preferential Placement pursuant to Section 3(d)(1)(iii) above, while in Preferential Placement status, an eligible employee will be paid IEA or IEA-type layoff benefits under the procedures set forth in Section 4(b)(1)(i) of this Article up to the amount, as applicable, of either; (i)

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

(5) Seniority

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

(6) Relocation Assistance

If an individual who elected Preferential Placement is placed or re-employed under this Section 3(d) within three (3) years from, as applicable, that individual's designated date of termination for plant closing, **layoff date, or service break date for those breaking service after twelve (12) months on protected service due to layoff**, that employee shall be eligible for reimbursement for substantial reasonable and necessary relocation expenses to the new location up to a maximum of **\$3,500** for individual employees without dependents or **\$7,000** 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 **\$250** per visit incurred for the purpose of attending approved selection procedures established by the designated locations.

(7) Residual Benefits

Except for employees electing Preferential Placement pursuant to Section 3(d)(1)(iii) above, if an employee who elected Preferential Placement is not placed or re-employed by the Company within one year from that individual's designated date of, as applicable, (i) termination for plant closing or (ii) layoff, that individual will, as appropriate, be deemed either: to have been terminated as of that individual's respective date of termination for plant closing and paid the Severance Pay the individual would have received under Section 2(b)(6) if the Preferential Placement

status had not been elected, less any IEA-type benefits paid under paragraph 4 of this Section 3(d), 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(d). If placed or re-employed from Preferential Placement status, weekly IEA-type or weekly IEA layoff benefits need not be repaid in order to restore eligibility for future layoff benefits based on prior service.

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

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

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

(9) Termination of Preferential Placement Status

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

- (i) Recall at the work location that gave rise to the Preferential Placement status prior to placement,
- (ii) Placement at a designated Preferential Placement location,

- (iii) Acceptance of a job offer and failure to report as scheduled without satisfactory explanation,
- (iv) Refusal of three preferential placement job offers,
- (v) The lapsing of three years since the election of this status.

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

4. Income Extension Aid

(a) Computation of Income Extension Aid

- (1) An employee with one or more years of continuous service will, in accordance with the provisions hereinafter set forth, have available Income Extension Aid computed on the basis of one week's pay for each of the employee's full years of continuous service plus 1/4 of a week's pay for each additional 3 months of continuous service at the time of layoff.
- (2) If the amount of Income Extension Aid available to any employee as computed in Subsection (a) (1) has been reduced by payments under any of the options below, then, providing he/she has returned to work from layoff, the total amount available as described in Subsection (a) (1) shall be automatically restored. This Subsection (2) shall not apply where payments have been made under Section 4 (b) (1) (iii) or under Plant Closing Section 2 where the employee is rehired within 6 months of termination, except that when an employee makes repayments of benefits paid under such Section

4 (b) (1) (iii) or Section 2, this Subsection (a) (2) shall apply when he/she returns to work with respect to a subsequent layoff.

(3) Minimum Benefit

The amount of the Income Extension Aid benefit as computed under Section 4 (a) (1) shall be subject to a minimum benefit equal to 4 weeks' pay. An employee laid off while in the process of service restoration under Article XVI, Section 2(c) shall qualify for the minimum benefit so long as his or her total service credits (including credits not yet restored) equal 12 months.

(b) Benefits Available at Layoff

(1) An eligible employee laid off for lack of work may elect from the following:

(i) The employee, while on layoff from the Company and so long as he/she is unemployed, may elect to receive a weekly payment from the Income Extension Aid payable to him/her, in such amounts and upon such conditions as set forth in this subsection.

Prior to the exhaustion of his/her entitlements to federal and state unemployment compensation benefits, the weekly payment shall be in that amount (if any) which, when added to the total federal and state unemployment compensation benefits received for that week, equals seventy-five percent of his/her weekly pay as defined in Section 1 (f), provided, however, that payment shall be made only if the employee has applied

for and received unemployment compensation benefits for that week and only if he/she has provided the Company with satisfactory proof of the total of such benefits received for the week. In the event an employee seeking benefits under this Section 4 is denied unemployment compensation payment in whole or in part, solely because of a disability arising more than 31 days following layoff rendering the employee unable to work, or due to the receipt of public or private retirement income, because of insufficient earnings to establish unemployment compensation eligibility or because unemployment compensation benefits have been exhausted for the base year, that employee shall be entitled to weekly IEA payment as though there had been no such unemployment compensation disqualification.

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

Payments (in such amount and upon such conditions as set forth above) may also be made to an employee on layoff while he/she is unemployed and attending a recognized trade or professional school or training course under the GE Individual Development Program, attendance

at which makes him/her ineligible for state or federal unemployment compensation benefits. Percentage changes referenced in this Section 4(b)(1)(i) shall be effective 10/1/97.

- (ii) In any event, at the end of one year on layoff, or upon termination of continuity of service due to voluntary retirement, any balance in the Income Extension Aid available to him/her not therefore paid will be paid in a lump sum to the employee.
 - (iii) As a special option, an employee may, with the approval of local management, which approval shall not be unreasonably withheld, elect to receive the total amount of Income Extension Aid and any vacation or other accumulated allowances due, and at the time of such payment, terminate employment and thus forego recall rights.
- (2) Income Extension payments made under Subsections (b) (1) (i) and (ii), above, shall not affect service credits previously accumulated, continuity of service and recall rights. It will not be necessary for an employee to repay any Income Extension Aid payable under said Subsections (b) (1) (i) and (ii) above.
 - (3) In the event an employee elects, as provided for in Section 7 (a) of Article XV, Vacations, of this Agreement with respect to a scheduled shutdown period, to take the time off without pay as though on a temporary layoff, the employee shall not be eligible for Income Extension Aid for that scheduled shutdown period.

c. Special Voluntary Layoff Bonus

Whenever the Company announces an indefinite reduction in force, a Special Voluntary Layoff Bonus opportunity will exist. To be eligible an employee must be age sixty (60) or older, have fifteen (15) years of continuous service, be in a specific job classification directly adversely affected and must have filed a request to be considered at least fifteen (15) days in advance of the announcement of the indefinite reduction in force. To the extent such requests exceed the number of affected jobs in each classification, selection will be on the basis of seniority. Alternatively, in the event that the number of eligible employees electing this option is less than the number of employees directly adversely affected, secondary opportunities, up to the total number of positions directly adversely affected, shall be available to eligible employees in classifications affected by displacements resulting from the indefinite reduction in force. Employees selected for a Special Voluntary Layoff Bonus must confirm their acceptance immediately following the Company's offer of the Special Voluntary Layoff Bonus. Employees accepting a Special Voluntary Layoff Bonus will receive a lump sum payment of **\$16,000** in lieu of any other payment under this Article and will terminate service with the Company.

5. Notice, Bargaining and Information Requirements

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

(a) Plant Closing

(l) Notice

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

(2) Bargaining

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

(3) Information

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

(b) Transfer of Ongoing Production Work

(1) Notice

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

(2) Bargaining

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

(3) Information

If information is requested by the Union for bargaining provided for in Section 5(b)(2) of this Article, the Company will promptly make the following information available to the Union for such bargaining. The information will specifically include the express reason(s) for intending to transfer the work. Where

cost is a significant factor in the Company's intent to transfer the work, the Company will provide the Union with a cost comparison between the production cost of the work to be transferred and the projected cost to the Company of having the work performed elsewhere. Likewise, the Company will also provide the related wages, payroll allowances and employee benefits expenses of represented employees for the work intended to be transferred and of their counterparts who would be assigned the work. This information will be treated as confidential by the Union.

(c) Transfer of Nonproduction Work

(1) Notice

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

(2) Bargaining

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

(3) Information

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

payroll allowances and employee benefits expenses of represented employees for the work intended to be subcontracted or transferred and of their counterparts who would be assigned the work. This information will be treated as confidential by the Union.

(d) Subcontracting of Trades Work at Plant Location

(1) Notice

The Company will give notice to the Local of its intent to subcontract trades, 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 tradeswork, 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 to 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 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 Machines

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

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

6. Job Preservation

(a) Decision Bargaining Guarantee

In the event the Company announces its intention to close a plant under Section 5(a), and following decision bargaining the Company retracts or modifies its announced intention based on a counter-proposal offered by the union to preserve jobs, such preserved jobs shall be excluded from further impact under Section 5(a) for the earlier of three years or the duration of this Agreement and, in any case, for at least 12 months. In the event the Company announces its intention to transfer Ongoing Production Work under Section 5(b), or transfer Nonproduction Work under Section 5(c) and, following decision bargaining the Company retracts or modifies its announced intention based on a counter-proposal offered by the union to preserve jobs, such preserved jobs shall be excluded from further impact under Section 5(b) and Section 5(c) for the earlier of three years or the duration of this Agreement and, in any case, for at least 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 two representatives for the first 50 to 500 bargaining unit employees, and one for each additional 500 unit employees up to a maximum of six representatives in total. Such representatives will be compensated at their regular rate for up to four hours for time spent participating in the quarterly 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 XXVIII, which exist at each plant location.

The Company and the Union mutually agree to encourage full participation 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 and may hold such meetings where a need exists.

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

(c) Job Preservation Guarantee

In the event that the Company decides not to pursue potential outsourcing and work transfer opportunities reviewed in a Job 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 Union agree in writing on the specific jobs that were preserved by the union's proposals.

7. Vested Rights Under Pension Plan

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

8. Lump Sum Payments

Service credits previously accumulated, continuity of service and recall rights will be lost upon receipt by the employee of an Income Extension Aid payment in lump sum under Section 4 (b) (1) (iii), special termination payments under this Article, or payment of Severance Pay under the Plant Closing Section 2. However, an employee eligible for such a payment, who is within one year of reaching optional retirement at age 60 under the GE Pension Plan, shall retain such previously accumulated service credits and continuity of service until such employee reaches optional retirement age notwithstanding the receipt of such a payment unless the employee retires before electing optional retirement at age 60.

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

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

deemed to possess the service credits, continuity of service, and recall rights to be restored to him/her upon full repayment.

9. Non Duplication

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

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

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

10. Other

The provisions of this Article shall not be applicable where the Company decides to close a plant or layoff an employee because of the Company's inability to secure production, or carry on its operations, as a consequence of a strike, slowdown or other interference with or interruption with work participated in by employees in the plant. However, the operation of this Section shall

not affect the rights or benefits already provided hereunder to an employee laid off for lack of work prior to the commencement of any such strike, interference or interruption.

11. A grievance arising under this Article may be processed in accordance with the grievance procedure set forth in Article XXII. 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 XXIII thereof, except by mutual agreement.

ARTICLE XXIX DURATION OF AGREEMENT

This Agreement shall be effective as of **June 18, 2007**, between the Company and the Union, and shall continue in full force and effect to and including the **19th** day of **June, 2011**, and from year to year thereafter unless modified or terminated as hereinafter provided.

ARTICLE XXX MODIFICATION AND TERMINATION

- (a) If either the Company or the Union desires to modify this Agreement, it shall, not more than ninety (90) days and not less than sixty (60) days prior to **June 19, 2011**, or prior to **June 19** 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 19, 2011** 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.

- (b) Either the Company or the Union may terminate this Agreement by written notice to the other not more than ninety (90) days and not less than sixty (60) days prior to **June 19, 2011**, or prior to June 19 of any subsequent year. Collective bargaining negotiations shall commence between the parties at an agreed-upon time and place following such notice for the purpose of considering the terms of a new agreement.
- (c) If neither notice of termination nor notice of modification is given by either party within the time frames referenced above, the Agreement shall continue in effect from year to year until such notice is given.

Signed this _____ day of _____, 2007

**INTERNATIONAL
ASSOCIATION OF
MACHINISTS AND
AEROSPACE WORKERS
AFL-CIO, LODGE NO. 912**

GENERAL ELECTRIC COMPANY

WAGE AGREEMENT

This Wage Agreement is entered into this **18th** day of **June, 2007** between the General Electric Company, for its Plant located in Evendale, Ohio (hereinafter referred to as "Company") and the International Association of Machinists and Aerospace Workers, AFL-CIO, for itself and in behalf of its Lodge No. 912 (hereinafter referred to as the "Union").

The Company and the Union hereby agree as follows:

This Wage Agreement shall be in full settlement of all wage issues between the Company and the Union up to and including **June 19, 2011**.

The Company will provide general wage increases as follows:

1. General Increases

<u>Effective Date</u>	<u>Increase</u>
June 18, 2007	Three percent (3.0%) applied to rates in effect on June 17, 2007
June 23, 2008	Two and one half percent (2.5%) applied to rates in effect on June 22, 2008
June 22, 2009	Two and one half percent (2.5%) applied to rates in effect on June 21, 2009
June 21, 2010	Three percent (3.0%) applied to rates in effect on June 20, 2010

2. Cost-of-Living Adjustments

- (a) Cost-of-Living Adjustments effective on the dates shown below in the amount of one cent (\$.01) per hour for each full **eight** hundredths of one percent (**.08%**) by which the National Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W; Base 1982-84 = 100), as published by the United States Bureau of Labor Statistics, increases in the applicable measurement period.

Effective Date	Measurement Period
December 17, 2007	June 2007 through October 2007
June 23, 2008	October 2007 through April 2008
December 15, 2008	October 2007 through October 2008*
June 22, 2009	October 2008 through April 2009
December 21, 2009	October 2008 through October 2009*
June 21, 2010	October 2009 through April 2010
December 20, 2010	October 2009 through October 2010*
April 18, 2011	October 2010 through February 2011

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

- (b) No adjustment, retroactive or otherwise, shall be made in pay or benefits as a result of any revision which later may be made in the published figures for the Index for any month on the basis of which the cost-of-living calculation shall have been determined.

- (c) In the event that the Bureau of Labor Statistics issues a new or revised Index with either a conversion table, converted Index, or a conversion procedure by which the present formula can be made applicable to any change in said index, the Union and the Company agree to accept such conversion method. If no such conversion method is provided by the BLS following any revision of the Index, the parties will promptly undertake negotiations solely with respect to agreeing upon a substitute formula for determining a comparable Cost-Of-Living Adjustment, and failing agreement in such negotiations, the Union shall, upon giving 10 days' written notice, have the right to strike solely with respect to such issue.

3. Wage Structure Modification – Effective June 18, 2007

The wage structure step rate values will be increased effective **June 18, 2007** as follows:

All step rate values in effect on **June 17, 2007**, which are higher than **\$24.600** per hour will be increased incrementally by \$.01 per hour for every \$.15 or part thereof by which such step rates exceed **\$24.600** per hour.

- 4. The wage increases described in 1, 2, and 3 above shall constitute the amount by which each hourly rate shall be increased on the effective date specified in the amount and manner described.
- 5. The Provisions of the Wage Agreement shall continue in full force and effect between the parties hereto, to and including **June 19, 2011**.
- 6. The following hourly classifications, job codes, job rate symbols, and equivalent hourly rates are in effect as of **June 18, 2007** and

supersede all previous hourly classifications, job codes, job rate symbols and equivalent rates:

a. Hourly Wage Rates:

JOB RATE SYMBOL	RATE IN EFFECT ON 6/17/2007	RATE IN EFFECT ON 6/18/2007*
16	24.095	24.820
17	24.605	25.355
18	25.025	25.805
19	25.745	26.595
20	26.480	27.405
21	27.495	28.520
22	28.360	29.470
23	29.140	30.325
24	30.400	31.700
25	31.285	32.675

*Includes a 3% general increase and structure modification applied to rates in effect as of **June 17, 2003**.

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

APPENDIX A

<u>Classification</u>	<u>Job Code</u>	<u>Job Rate Symbol</u>
Air Supply Operator Turbo	E8730	M-23
Bench Repair Parts	E5020	M-19
Cutter Grinder	E2924	M-21
Data and Office Equipment Repair *	E1239	M-22
Diversified Operator	E5700	M-23
Diversified Fabricator	E5805	M-23
Electrode, Tube & Nozzle Maker *	E6801	M-18
Electronic Maintenance	E1103	M-25
Electrical Maintenance	E1107	M-23
Heat Treat Diversified *	E6602	M-21
Industrial Equipment Mechanic	E123I	M-22
Instrument Repair	E1039	M-23
Instrumentation Mech.	E4504	M-24
Locksmith	E1218	M-20
Machine Maintenance	E1212	M-23
Mechanic Attendant *	E1230	M-17
Mechanical Maintenance	E1229	M-23
General Maintenance	E1264	M-22
Machinist	E4401	M-22
Painter Sign *	E1271	M-22
Special Products Mechanic	E4506	M-24
Toolmaker	E4511	M-25
Thin Film Mechanic	E4505	M-24
Welder - Diversified	E5709	M-22

*** Inactive Classifications**

Signed this ____ day of _____, 2007

**INTERNATIONAL
ASSOCIATION OF
MACHINISTS AND
AEROSPACE WORKERS
AFL-CIO, LODGE NO. 912**

GENERAL ELECTRIC COMPANY

**2007 MEMORANDUM OF AGREEMENT
ON
EMPLOYEE BENEFITS**

**GENERAL ELECTRIC COMPANY
GE AVIATION
EVENDALE, OHIO
AND
IAM LODGE 912**

This Memorandum of Agreement entered into between the General Electric Company, GE Aviation (hereinafter referred to as "Company"), and IAM Lodge 912 (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 2007-2011 Collective Bargaining Agreement between the parties.

- I. Year 2007 Benefit Plan Changes as Provided in Appendix B, Attached Hereto

- II. Incorporation of Benefit Plans

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

- A. GE Life, Disability and Medical Plan
- B. GE Pension Plan
- C. GE Savings and Security Program

- D. GE Long Term Disability Income Plan (Hourly)
- E. GE Personal Accident Insurance Plan
- F. GE Dependent Life Insurance Plan (Hourly)
- 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
- M. GE Medicare Insurance Plan for Part B Pensioners
- N. GE Personal Excess Liability Insurance Plan
- O. GE Employee Product Purchase Plan

* Included are alternative health options that are made available as a voluntary option to the listed plans and as the alternative health options are amended in accordance with their terms and offered to represented eligible employees; provided, however, that the Company shall maintain the benefit and cost-sharing provisions of the alternative health option known as Health Care Preferred 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 2007-2011 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 **22nd** day of **June, 2007**.

IAM LODGE
912

GENERAL ELECTRIC COMPANY
EVENDALE, OHIO

Matt Louiso

R. A Ille

Darrell Friend

Perry R. Engstrom

M.B. Coad

APPENDIX B
BENEFIT CHANGES
2007-2011

I. PENSIONS

- A. Increase guaranteed pensions to the new range of \$34.00-\$70.00 and expand earnings table up to \$70,000 effective 7/1/07
- B. Improve future career formula by fixing the covered compensation at \$40,000 for the calendar years 2008, 2009, 2010 and 2011.
- C. Increase annual regular pension as of December 31, 2006, for participants with at least 25 years of Pension Qualification Service (PQS) as of such date, and for participants who have both attained at least age 55 and completed at least 20 years of PQS as of such date, to the following amount:
 - 0.80% of the participant's average annual pension earnings up to \$37,500 multiplied by his/her years of Pension Benefit Service (PBS) as of December 31, 2006 plus 1.45% of the participant's average annual pension earnings in excess of \$37,500 multiplied by his/her years of PBS as of December 31, 2006.
 - Average annual earnings is the average of the participant's annual pension earnings during the 3 consecutive calendar years of the 6-year period 2001 through 2006 that produces the highest average for the participant.

- D. Payment of the Regular Supplement and Special Supplement will be extended from the age 62 date on which the participant is first eligible to commence receiving old-age Social Security Benefits until the date on which the commencement of such benefits would result in exactly a 20% reduction. Such latter date, referred to as the "Age of Eligibility for 80% Social Security Benefits," will be determined under provisions of law in effect on June 1, 2007.

The extension also applies to any Supplement which may be payable under the Long Service Security Provisions of the Plan.

Effective for participants who terminate service on or after June 1, 2007 and on or before June 30, 2011 who are eligible for the Regular or Special Supplements covered by this extension.

- E. Increase the regular supplement from \$16 to \$17 per month per year of Pension Benefit Service for retirement between age 60 and 80% Social Security eligibility age effective 7/1/07 and to \$18 per month effective 7/1/09

Renew Special Supplement and increase monthly amount from \$350 to \$375. Eligible if retire between age 60 and 80% Social Security eligibility Age with 25 PQS on or after 7/1/07 and before 6/30/11.

- F. Increase the threshold for required employee contributions from \$60,000 of compensation for the plan year to \$70,000 of such compensation, effective 1/1/08.

Eligible employees will be required to contribute 3% of annual compensation over \$70,000 into their Personal Pension

Accounts in order to participate in the Plan. Participating employees may also elect to contribute 3% of their first \$70,000 of annual compensation into their Voluntary Pension Accounts.

- G. Provide a new 75% joint and survivor annuity distribution option for participants.

II. JOB & INCOME SECURITY

- A. Provide a Special Early Retirement Option for Employees Impacted by a “Permanent Job Loss Event”.
 - 1. Employees at least age 55 and under age 60 with 25 years or more of Pension Qualification Service (PQS) on the date of the “Permanent Job Loss Event” who are either directly impacted or volunteer and are approved as a substitute for another employee in the impacted classification.
 - 2. Employees under age 55 who also have completed at least 30 years of PQS on the date of the “Permanent Job Loss Event” who are directly impacted by the “Permanent Job Loss Event” and have no right to displace to, or be placed in, a position with a rate of pay that is within 18% of such employee’s current rate of pay or is directly impacted and incurs a reduction in their rate of pay of 18% or more at any time during the 12-month period beginning on such Event.
 - 3. Employees under age 55 with 30 or more years of PQS on the date of the “Permanent Job Loss Event” assigned to a job classification in which another employee would otherwise be entitled to retire under

the Special Early Retirement Option may elect to be considered for termination and receive Special Early Retirement Option benefits.

4. Employees must retire on the first day of the month following the "Permanent Job Loss Event" or following the date on which they incur the 18% reduction.

B. Benefits for Eligible Employees Electing the Special Early Retirement Option:

Unreduced pension benefits.

Supplemental benefit until the Age of Eligibility for 80% Social Security Benefits equal to (a) \$17.00 per month times the employee's years of Pension Benefit Service (PBS) if the employee's Permanent Job Loss Event occurs on or after July 1, 2007 and on or before June 30, 2009, or (b) \$18.00 per month times the employee's years of PBS if the employee's Permanent Job Loss Event occurs on or after July 1, 2009 and on or before June 30, 2011. Payment of the supplement extended to such 80% Social Security eligibility age.

Special supplement of \$375.00 per month until the Age of Eligibility for 80% Social Security Benefits.

Plus medical, dental, life insurance and other benefits currently offered to employees who retire at age 60.

- C. There shall be two SERO Window Features providing for retirements on October 1, 2007 and November 1, 2007, and the second Window Feature provides for retirements on October 1, 2009 and November 1, 2009. Eligible employees must be active on payroll and at least age 55 and under age

60 with 30 or more years Pension Qualification Service by date of termination.

- D. Provide a Plant Closing Pension Option for Employees who meet the Age, Service and Contingent Event Requirements as described as follows:

TABLE OF MINIMUM AGE AND
PENSION QUALIFICATION SERVICE (PQS) REQUIREMENTS

<u>AGE</u>	<u>PQS</u>
less than 50	30
50	25
51	22
52	19
53	16
54	13
55+	10

Benefits for Eligible Employees Electing the Plant Closing Pension Option:

Unreduced pension benefits.

Supplemental benefit until the Age of Eligibility for 80% Social Security Benefits equal to (a) \$17.00 per month times the employee's years of Pension Benefit Service if the employee terminates for Plant Closing on or after July 1, 2007 and on or before June 30, 2009, or (b) \$18.00 per month times the employee's years of Pension Benefit Service if the employee terminates for Plant Closing on or after July 1, 2009 and on or before June 30, 2011. Payment of the supplement extended to such 80% Age in accordance with the section "Extend Payout Period of Supplements."

Special supplement of \$375.00 per month until the Age of Eligibility for 80% Social Security Benefits with payout until such 80% Age extended.

Plus medical, dental, life insurance and other benefit continuation for one year as currently offered laid off or plant-closed employees; except that employees with 30 years or more PQS or employees age 50 or older with 25 through 29 years PQS will be eligible for medical and dental benefits, life insurance and product purchase discounts currently offered to employees who retire at age 60.

III. SAVINGS AND SECURITY PROGRAM

- A. S&SP participants who have terminated service and have an account balance of less than \$200 as of the valuation date will be cashed out in a single lump sum payment.

IV. INSURANCE

A. Medical Insurance

Modify the annual contribution structure in two steps effective 1/1/08 and 1/1/10

Sample Health Care Preferred contributions for COLA eligible employee earning \$60,000			
Weekly Contribution Rates			
Coverage	2007	2008	2010
One Person	\$7.38	\$10.85	\$13.44
Two Person	\$16.53	\$23.47	\$28.65
Three or More	\$23.35	\$33.76	\$41.52

Note: Contributions for Health Care Preferred and GE Medical Benefits vary by pay rate and coverage. GE Medical Benefits rates are moderately larger.

Increase Working Spouse contribution for active employees effective 1/1/08

Increase co-pays for non-generic prescription drugs and add new category of specialty drugs effective 1/1/08

Increase the lifetime maximum to provide \$3.0 million per person effective 6/18/07

Add New Vision Premium option available 1/1/08

B. Dental

Improved Dental Schedules effective 1/1/09.

C. Short Term Disability

Increase the Short Term Disability weekly benefit maximum from \$600 to \$650 effective 1/1/08 and from \$650 to \$700 effective 1/1/10

D. GE Security Life Insurance Plan/GE A Plus Life Insurance Plan

Consolidate the GE Security Life Insurance Plan and the GE A Plus Life Insurance Plan into one plan effective 4/1/08

E. Dependent Life Insurance

Allow Dependent Life Traditional Choice members to enroll in and increase coverage under Flexible Choice Option effective 1/1/08

F. Accidental Death and Dismemberment

Add coverage for loss of speech or hearing or loss of thumb and index finger of same hand effective 1/1/08

G. New Hire Benefits Platform

Introduce new “New Hire Benefits Platform” effective 1/1/08

V. OTHER PROGRAMS

A. Individual Development Program

1. Increase the maximum reimbursement amount under the IDP from \$5,000 to \$6,000 per calendar year effective 1/1/08. Increase the maximum reimbursement for non-job related courses and training from \$2,000 to \$2,500 of the calendar year maximum effective 1/1/08
2. Increase the maximum reimbursement for required textbooks from \$200 per course to \$250 per course effective 1/1/08

B. Work/Life Connections

The Company will continue to make available resources and benefits under the GE Work/Life Connections Program



June 18, 2007

Mr. Darrell Friend
Chairman of the Bargaining Committee
International Association of Machinists
and Aerospace Workers
Local Lodge 912
Post Office Box 62661
Cincinnati, Ohio 45262-0641

Dear Mr. Friend:

This letter sets forth the Company's intent with respect to the reorganization of a recognized work unit or group.

When it becomes necessary to reorganize a recognized unit or group, the following will apply:

1. A reorganization within a recognized unit requiring a change in the number of employees assigned to a particular shift or shifts will be accomplished as follows:

Unit Re-organization

- a) Consider the most senior employees across all shifts in the overtime group for the initial openings.
- b) If a sufficient number of employees are not obtained as explained in (a) above, force the junior employee(s) on the affected shift(s) to the initial openings.
- c) If after applying (a) and (b) above and it is necessary to balance out the workforce by further rearrangement, first consider the most senior employee(s) on the affected shift(s) for transfer and then force the junior employee(s) from the affected shift(s) to accomplish the unit reorganization.

For the purposes of this agreement, it is understood that the following definitions apply:

"Initial Openings" -- Openings that are created on a shift(s) to absorb the employees being reduced from another shift(s).

"Affected Shift(s)" -- The shift(s) on which the number of employees is being reduced.

"Unit" -- The work unit from which employees are surplus and in which overtime is scheduled.

2. When a recognized group within a unit is assigned to another unit, or physically relocated and assigned to another unit, employees in that group will remain on the same shift in the new unit. If it becomes necessary to realign the number of employees on each shift after the change is made, this will be accomplished according to the unit rearrangement procedure as indicated in 1. above.
3. When two or more units or groups are combined into one, employees in such units or groups will remain on the same shift in the new unit or group. If it becomes necessary to realign the number of employees on each shift after the change is made, this will be accomplished according to the unit rearrangement procedure as indicated in 1. above.
4. When it becomes necessary to reorganize a group or unit in a manner similar to the Development Manufacturing reorganization of Shops 1, 2, and 3 in 1962, the following will apply:

Each area will be staffed by allowing employees area preference on their shift by seniority. Second and third choice will be allowed when applicable. It is understood that when a particular area is completely staffed, those junior employees who preferred that particular area will be placed according to their second choice and so forth until each area is completely staffed;

After such a reorganization has taken place, any employee affected may, during the first week following the reorganization, submit an autogram requesting a change in shift. No later than thirty days after the first week, autograms will be recognized within each area by seniority within classification and employees will be permitted to displace other employees on the shift requested in accordance with their seniority. Any employee so displaced will fill the position vacated by the displacing employee;

Employees will be allowed one such opportunity to change shift, as provided above, and should they waive this opportunity they will not be offered another.

5. When a recognized overtime group having more than one work area, finds it necessary to permanently move employees from one work area to another work area within the overtime group, the Company will first **notify the appropriate stewards and committeeman of the proposed permanent move along with adequate reasons and need for such move and will provide the Union five (5) working days to discuss possible options before the move is to take place.** Only employees on the affected shift(s) and area(s) will be moved. This procedure will not apply when the move is of a temporary nature, such as a work assignment.
6. Other reorganizations, not covered by this letter, will be discussed with the appropriate Committeeperson prior to implementation.

Very truly yours,

Richard A. Ille, Manager
Union Relations - Evendale



June 18, 2007

Mr. Darrell Friend
Chairman of the Bargaining Committee
International Association of Machinists
and Aerospace Workers
Lodge No. 912
Post Office Box 62661
Cincinnati, Ohio 45262-0641

Dear Mr. Friend:

Whenever there is a request to borrow employees from another overtime area, absent a need of special skills in either the borrowing or loaning area, or other limitations such as "B" Physicals, the employees to be loaned will be identified by asking the senior employees in the classification to be loaned and then forcing the junior employees until the numbers to be loaned are met.

This letter is meant to be utilized when addressing urgent/emergency needs of the business and it is not meant to create overtime needs in the loaning area. Absent urgent/emergency needs of the business, management shall utilize/exhaust the unit overtime list before borrowing employees from another overtime group.

This letter will in no way alter or supersede Article XXVI transfers.

Very truly yours,

Richard A. Ille, Manager
Union Relations - Evendale



June 18, 2007

Mr. Darrell Friend
Chairman of the Bargaining Committee
International Association of Machinists
and Aerospace Workers
Lodge No. 912
Post Office Box 62661
Cincinnati, Ohio 45262-0641

Dear Mr. Friend:

It is the intention of the Company that employees who are accepted for upgrades or who are recalled from downgraded status due to reduction in forces will be transferred within the two-week period commencing with the Monday following their notification and confirmation of acceptance.

In the event that the transfer does not occur within the proper period, upon being transferred the employee will be paid a rate differential (his/her proper paid rate for the job to which he/she is transferred minus his/her paid rate in his/her former assignment) for all hours worked in the period of delay. NSB, if applicable in the former assignment and any overtime hours he/she may have worked in the previous assignment in the period of delay will be included in the calculation. Additionally, where progression is applicable, progression credit will be granted. In such cases the progression period will be construed to run from the third Monday following acceptance and confirmation. Paid rate changes calculated on this basis will be included as applicable in a differential payment.

This understanding supersedes any previous understanding with respect to payment for bypass on upgrade or delay in upgrading or recall.

Very truly yours,

Richard A. Ille, Manager
Union Relations - Evendale



June 18, 2007

Mr. Darrell Friend
Chairman of the Bargaining Committee
International Association of Machinists
and Aerospace Workers
Lodge No. 912
Post Office Box 62661
Cincinnati, Ohio 45262-0641

Dear Mr. Friend:

In response to an IAM proposal concerning the staffing of the Evendale Medical facility during week day off shifts and weekend and holiday shifts, it is our intent to provide at least one registered nurse on duty for such periods when there is a minimum of 300 hourly employees scheduled to work such a shift.

Very truly yours,

Richard A. Ille, Manager
Union Relations - Evendale

SELF NOMINATION FOR UPGRADE

In general, higher rated hourly jobs are filled internally by upgrading present employees. In upgrading employees, ability is the first consideration. When employees' abilities are relatively equal, the employee with the greatest seniority is given preference.

The upgrading procedure begins when an employee, who fully meets the minimum experience criteria for a specific job at a higher rate than the one he holds, takes the initiative, completes a "Self Nomination for Upgrading" form and submits it. When an opportunity becomes available in the higher rated classification requested, employees who have submitted acceptable Self Nomination forms for this job will be scheduled by seniority for an interview. In some cases ability assessments are used to demonstrate satisfactory levels of skills or aptitudes.

A Self Nomination form must be submitted for each job for which you want to be considered.

Certain employees in the IAM bargaining unit will be automatically considered for upgrading to specific jobs (as identified in Article XX – Recall and Upgrading).

If you are interested in being considered for upgrading to a higher rated job, here's what to do and what will happen to your Self Nomination form:

1. Obtain an SNU form from your Supervisor, fully complete the form, and submit it to your Supervisor who will date and sign the form, forwarding the appropriate copies to the Hourly Placement Office and returning the appropriate copy to the employee. The SNU form is date stamped as received by Hourly Placement.

2. Hourly Placement will review the SNU and return a copy to the employee indicating that the employee will be considered for future openings or will not be considered for reasons indicated.
3. Management will declare the necessary openings by classification.
4. When action is being taken to fill the openings by actions other than surplus, the Hourly Placement Office will publish a dated Placement Report indicating the number of openings in each classification by area and shift.
5. The Hourly Placement Office will schedule employees for interviews on the announced openings if upgrading is used to fill the openings.
6. Only those employees with active SNU's and Employee Transfer Requests on file before the date of the Placement Report announcing the openings will be considered in filling those openings if upgrading is used to fill the openings.
7. Employees accepted for upgrade to openings will be treated in accordance with the letter of intent regarding employees upgraded or recalled. Every reasonable effort will be made to move employees to declared openings and subsequent openings.
8. An employee who is accepted for an opening which is canceled before the employee reports to the job will be considered for future openings in line with seniority without retesting or interviewing.
9. Employees on notice of or employees in classifications on notice of downgrade or layoff off may submit an SNU and

have the same consideration for an open job for which the employee meets minimum qualifications, irrespective of the date of the SNU, the date of the open requisition, or the M-rate of the job. Employees having submitted SNU's in this situation and not having been advised whether they will be considered or not qualified prior to layoff, may call the Hourly Placement Office to learn the disposition of the SNU.

Exceptions to the above opportunity would be movement directed by Article XVIII paragraph g.

**SERO's/SVLOB's/Special Retirement Bonus will be given 1st consideration.

10. Employees who fail an interview after having received a “will consider” on their SNU will not be eligible to resubmit another SNU for the classification interviewed until after they can show evidence of additional training and/or experience in the area of deficiency (per the interview) or one (1) year, whichever occurs first.

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

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

11. If openings exist in a classification and no SNU requests are on file, an SNU Report will be posted requesting SNU's for that classification. Employees will have seven calendar days

from the date of the SNU Report to have their SNU in Hourly Placement to be considered for the announced openings.

OPTIONAL LAY-OFF (OLO) SUPPLEMENT - IAM

It is mutually agreed that either party may terminate the "Optional Lay-Off Supplement". The supplement will terminate 30 days following receipt of a termination notice. Neither party has recourse under Article XXIV (Strikes and Lockouts) during the period of application or if terminated. It is further agreed that modification(s) to the "Optional Lay-Off Supplement" may be made by mutual agreement of the parties. In the event of termination of the "Optional Lay-Off Supplement", all employees then on lay-off under this provision will be recalled within two weeks as provided for in Article XX, and placed in accordance with their relative seniority as provided in Article XVIII. It is mutually understood and agreed that this Supplement Agreement is excluded from all provisions of Article XXIII (Arbitration).

Optional Lay-Off

At the time of the reduction, the Company shall determine whether to grant the Optional Lay-off or not. If Optional Lay-off is granted, at the time of the return of employees from OLO, the Company shall determine whether to grant continuing OLO or not.

Senior employee(s) within a surplus group and in the classification affected by a reduction in forces may be given the option to elect a lay-off as outlined herein rather than having a forced lay-off of junior employee(s).

- I. When a surplus group is preparing to declare a surplus and OLO is to be made available, employees in the original surplus group and classification may elect an OLO.

- A. OLO autograms will be distributed to employees within the surplus group and affected classifications for OLO requests. Employees will return their completed OLO autograms within 24 hours.
 - 1. OLO requests will not be kept on file for any future surplus.
 - 2. OLO requests are for that planned surplus only.
 - 3. The number of employees granted OLO cannot exceed the number of planned surplus.

- B. Management will send to the Hourly Placement Office a surplus letter with names of the junior employees in the classification to be surplused and copies of the OLO autograms from all the employees in the surplus group, if any. If there are no OLO requests, it must be so noted on the surplus letter.
 - 1. Hourly Placement will publish a bump showing OLO's and all other surplus moves.
 - 2. Employees who requested OLO may not later revoke such request for that surplus.

- C. It is possible that more than one surplus group might declare a surplus in the same classification at the same time. If so:
 - 1. Requests for OLO will be handled independently in the respective areas and submitted as described above.

- II. The length of an OLO will be five calendar months, plus any additional time necessary to place employees. Additional time will

not exceed two weeks from the Monday following the scheduled return date.

- A. At the time employees are removed for OLO they will receive their scheduled return date and employees must report to the Hourly Placement Office on or before the scheduled return date.
- B. Employees who fail to report as scheduled at the end of their OLO period will be terminated in the same manner as provided for in Articles XVI and XX of the **2007-2011** Agreement. If employees are unable to return to work because of personal illness, they must inform the Hourly Placement Office in writing of the reason they are unable to return as scheduled on or before their scheduled return date.
- C. Employees will be returned to work by the established practice governing returns from Personal Illness:
 - 1. First, consideration will be given to the shift and established work area the employee left, provided there is an opening or if there is a junior employee. If not,
 - 2. Employees will be placed plantwide where an opening exists or, absent an opening, bump the junior employee in the classification.
 - 3. If upon return to work after a 5 month OLO a surplus is generated in order to return the employee from OLO and the Company determines to grant another OLO, that returning employee may request an OLO for that surplus. Other employees in the surplus group may also request OLO on such a surplus.

4. After return to work, an employee may again request OLO for any future surplus that occurs in his/her surplus group and classification provided, however, no employee may commence more than two OLO's within a two year period.
 5. The Company will not be liable for bypasses that might occur as the result of a junior employee being placed on the job before a senior employee returning from OLO provided placement is made according to Section II of this agreement.
 6. Employees returning to work from OLO shall be charged with the same number of overtime hours as the employee with the greatest number of overtime hours in their classification on that overtime list. Employees will be placed in the proper position by seniority.
 7. If, after granting OLO requests or a combination of OLO and LOW or VLO identified with a published surplus and as a result of such surplus there is a realignment of employees in the surplus area by forcing employees from one shift to another, those displaced employees can identify themselves by submitting an in-unit shift transfer request for the shift that they were forced from within five working days of the move date, and upon the return of the OLO employees submit a written request within five working days to have their shift change request honored, if their seniority permits. The Company will move such employees within two weeks.
- D. The granting of requests for OLO will be dependent upon the needs of the business.

1. The surplus must result in employee(s) being laid off.
 2. If requisitions are received between the original bump and revision, OLO's could be denied as a result of the revision.
 3. If an employee is scheduled for a downgrade of more than two pay rates and elects a VLO, a more senior employee cannot opt for OLO to replace the VLO.
- III. The status of employees on OLO and eligibility for employee benefit plans will be the same as employees on regular lay-off except for the I.E.A. Lump Sum payments, weekly S&A coverage and L.T.D.I. coverage for participants.
- A. Employees taking an OLO must sign a waiver of eligibility for I.E.A. Lump Sum payments while on OLO.
 - B. While on OLO employees will be considered for upgrades, recall and SERO and SVLOB opportunities. In case of an SNU the employee will have five days to respond and will report to work the Monday following the week of the offer and acceptance. Employees being recalled will have five days to respond and 15 days to report.

Note: For SERO and SVLOB consideration, employees on OLO must have their request on file prior to the announced reduction within their classification and may be recalled out of order of seniority provisions for OLO in order to establish their active status on payroll prior to their retirement date. The surplus employee replacing the retirement candidate will be assigned to the retirement candidate's area and shift without any bypass liability to those remaining on OLO.

- C. Employees who become ill while on OLO will not have their status changed to P.I. until the end of their 5 month OLO period, at which time, if they are unable to report to work, they must inform the Placement Office in writing of the reason they are unable to return to work.
 - D. Employees on OLO who would have been downgraded or laid off had they been at work, will not have their status changed until they report at the end of 5 months. At that time, the employee will be told to what classification his/her seniority permits him to return, if any, and the employee may exercise the options available to him under the contract.
 - E. For purposes of recall, employees who return from OLO and whose status is changed to LOW or VLO, the period of recall will be determined by the date the employees would have been laid off had they been at work.
 - F. For purposes of seniority accumulation for employees who are unable to return from OLO due to personal illness, the period of seniority accumulation will be determined by the employee's OLO return date.
 - G. When the Company determines to grant OLO, employees going on OLO will be eligible for weekly Sickness and Accident benefits if they become disabled while on OLO. L.T.D.I. coverage will continue for participants at no cost.
- IV. The Company will recall any or all persons on OLO before upgrading or hiring new employees.
- A. When recalling to an area other than the OLO area, employees on LOW and VLO will be offered recall according to the provisions of the Contract before recalling employees on OLO.

- B. When the LOW and VLO employees are exhausted and recalls are still necessary, then employees on OLO will be offered recall in reverse order of seniority, that is, the junior employee on OLO from the needed classification will be offered the first recall, provided such employee has sufficient seniority to retain the classification.
 - C. Failure of an employee on OLO to respond to the letter of recall according to Article XX of the **2007-2011** Agreement will result in the loss of all seniority rights.
- V. General
- A. Vacation paid during the OLO period shall have no effect on OLO return date or the length of recall rights.