

GENERAL  ELECTRIC
LYNN, MASSACHUSETTS

LOTS

Supplemental
Agreement

between

GENERAL ELECTRIC COMPANY
and
LOCAL 201, IUE (AFL-CIO)

RIVER WORKS PLANT

BM-6/77

LAYOFF AND TRANSFER SUPPLEMENT

This Supplemental Agreement is entered into between the General Electric Company (hereinafter referred to as the "Company") and Local No. 201 of the International Union of Electrical, Radio and Machine Workers (AFL-CIO), (hereinafter referred to as the "Local"), pursuant to Section 2 of Article XI of the GE-IUE(AFL-CIO) National Agreement dated July 14, 1976, and shall apply only to hourly employees represented by the Local at the Company's River Works and Everett facilities in Lynn and Everett, Massachusetts (hereinafter collectively referred to as the "Plant").

This Supplement Agreement shall be applied consistent with the provisions of the National Agreement, and in case of conflict the National Agreement shall prevail.

1. Layoff Procedure

The provisions of Section 1, Article XI of the GE-IUE(AFL-CIO) National Agreement shall be deemed to be a part of this Supplemental Agreement and shall, pursuant to this Supplement be specifically applied within the Plant as follows:

- A. When a classification under a Unit Manager is affected by layoff, the employee(s) with the least seniority in the layoff unit will be given at least one week's notice and one week's work at the prevailing schedule before layoffs are made. However, requirements, such as licensing, will be considered.
- B. Every reasonable effort will be made to place the affected employee(s) as quickly as possible during the notice period.
- C. Affected daywork employees will be transferred to any equally rated or higher rated open classification in the Plant, exclusive of upgrading, for which they are qualified considering their Plant employment record.
 1. Where openings exist both in the employee's department and plant-wide, such employee(s) may elect to accept placement in his or her department.
 2. Placement under this Section is not mandatory if a transfer under Section I.E. or I.F.

would provide a higher rated classification. Reasonable training will be provided where necessary.

- D. Any affected daywork employee not transferred in accordance with Paragraph C may be temporarily assigned within the Department on an equally or lower rated daywork classification for a period not to exceed three months in which case his or her classification and rate will not be changed.

Employees assigned to Maintenance and Construction job classifications will not be required to accept temporary assignments under this Section. A piecework employee temporarily assigned in accordance with this Section will be paid as follows:

- (1) Such an employee assigned to an equally or lower rated daywork classification will be paid the AER of the classification from which he or she is transferred or the job rate of the classification to which transferred whichever is greater.
- (2) Such an employee assigned to an equally or lower rated piecework assignment will be paid his or her AER or Average Earnings on the classification immediately prior to the temporary assignment whichever is lower except that the employee will be paid his or

her actual piecework earnings on the new job if they are higher. A piecework employee while on temporary assignment will continue to hold the former classification.

All temporary assignments will be to a classification that is reasonably related (similar working conditions on the same shift).

E. Any affected employee on a daywork classification who has not been placed in accordance with either I.C. or D. above, or who has ended his or her temporary assignment under Section D., may choose to displace in the department to his or her present or any previously held classification to which an employee with less seniority is assigned. Reasonable training will be provided where necessary.

F. Any affected daywork employee may choose to displace on the highest rated classification in the Plant for which qualified considering his or her seniority and Plant employment record if such placement would provide a higher rated classification than one available under Section I.E. Reasonable training will be provided where necessary.

~~G. Any affected piecework employee or any affected daywork employee who has held a piecework classification within the three years immediately prior to layoff will be offered placement on the highest rated piecework classification for which he or she is qualified within the~~

department considering his or her seniority and Plant classification record. Any such employee may choose to be transferred as a dayworker in accordance with the procedure set forth in the foregoing Sections. Reasonable training will be provided where necessary.

H. An employee affected by layoff who notifies his or her immediate unit manager that he or she wishes to be considered only for Plant-wide placement, will be placed Plant-wide.

I. Any employee who would be required to transfer to a permanent classification more than two steps lower than the highest rated classification from which he or she has been laid off within the prior twelve months may choose between work offered and removal for lack of suitable work.

J. An employee with a physical limitation as determined by the Company Medical Center, will be transferred to a suitable available classification under the steps of this Agreement, as if on layoff.

K. This procedure does not apply in a temporary lack of work situation. A temporary lack of work situation will be reviewed continually by the Company and when it is determined that the situation will last for more than a four-week period, the affected employees shall be given a week's work or pay in lieu thereof at the pre-

vailing schedule and shall be transferred under this procedure.

This provision will not apply to temporary lack of work resulting from a labor dispute. The Company will make every reasonable attempt to provide an employee on temporary lack of work with temporary placement on available work for which he or she is qualified.

II. Recall Procedure

- A. An employee on layoff will keep the Plant Employment Office informed of changes in his or her address. Notification of recall from outside the Plant will be made by registered letter sent to the last address of record for each employee and shall be deemed duly given when post-marked. Notification of recall from a lower rated classification will be made through the employee's supervisor and any refusals will be reported to the Local in writing.
- B. An employee on layoff who fails to contact the Employment Office within five working days following notification of recall will lose his or her recall right to that particular opening and will have a right to the next opening in accordance with his or her seniority.
- C. An employee on layoff who fails to report within fourteen calendar days following notification of recall without explanation satisfac-

tory to the Company will be terminated.

D. Each employee laid off because of reduction in forces will be required to complete a Recall Form (Exhibit A attached) at the time of layoff and he or she will be recalled in accordance with the elections made on such form.

E. 1. When openings occur, an employee on temporary assignment or reduced in classification because of layoff shall be recalled in accordance with his or her seniority to work for which qualified considering his or her Plant employment record. Reasonable training will be provided where necessary.

2. The foregoing shall not apply:

(a) To any piecework employee or any daywork employee who has held a piecework classification within the three (3) years immediately prior to layoff who requests placement under I.G. and whose seniority will provide only a daywork placement to R14 or below in the department under I.E., I.F., or in the department on an opening under I.C.1. Such employee may choose to forego his or her recall rights under II.E.1. In that event he or she shall be recalled only to any previously held piecework classification in his or her department considering his or her seniority.

(b) To an employee who elects placement in his or her department under Section I.C.1. Such employee will be recalled to previously held higher rated classifications in his or her department only, considering his or her seniority.

(c) To an employee who accepts placement under Section I.G. of this procedure. Such employee will be recalled only to previously held higher rated piecework classifications in his or her department.

III. General

A. In layoff situations where unusually large numbers of employees are affected over a reasonably short period of time, the Company and the Local will meet to discuss alternate procedures which may be applied to the affected personnel. Such discussions may include the need for a Replacement Committee.

B. Apprentices will be exempt from the provisions of this Supplement until they shall have completed the recognized course of training.

C. Displacements into a classification under a Unit Manager will be limited to a reasonable percentage during any given training period. Although the percentage will vary depending on the number of employees in a classification under a Unit Manager, the Company will exercise its

best judgment in each set of circumstances subject to reasonable review. Employees denied a displacement under this Section will have a right to such displacement after the given training period.

D. Except as provided in paragraph III.A. and/or the National Agreement, this Supplemental Agreement shall provide the sole procedure for layoffs, transfers and recalls notwithstanding any other agreements, oral or written, excepting those agreed to by the Company and Local and attached hereto as addenda.

E. Where an employee transferring in accordance with this Supplement is afforded a choice, this choice must be made within twenty-four hours of the time that the employee is informed of such choice.

F. In the event the Company accepts responsibility for an improper transfer, layoff or recall, it shall be reconstructed promptly. The Company's financial liability for any such improper transfer will be limited to making the employee whole for the period beginning three weeks following the improper transfer and continuing for four months. If an alleged improper transfer is grieved under Article XIII of the GE-IUE National Agreement within six (6) months following such transfer and final settlement is in favor of the Local, the Company's financial liability will begin three weeks following the transfer or

from the date of grievance whichever is earlier and will continue to the date of settlement.

- G. An employee will not be transferred to a classification where the Company forecasts that work will not be available for such employee for more than four weeks.
- H. This procedure applies to anyone displaced by the procedure.
- I. An employee scheduled for recall from a lower rated classification within the Plant shall be released within four weeks of notification.
- J. Upon request the Company will provide the Union at Step II of the Grievance Procedure with any reasonable information in its possession relating to the administration of this Supplement.
- K. Any deviations from this Supplemental Agreement will be made only by mutual agreement between the Company and the Local and will be attached hereto as addenda.

IV. Definitions

A. Department

1. The departments of the Plant pursuant to this Supplemental Agreement are:

- (a) Aircraft Engine Group (Lynn)
- (b) Aircraft Engine Group (Everett)
- (c) Lynn Utilities Operation
- (d) Medium Steam Turbine Department (Engineering and Manufacturing)

2. The foregoing are subject to revision due to organizational changes.

B. Equally Rated Classification

Any classification with the same numerical "IR" or "R" designation.

C. Open Classification

A classification where an opening exists to which no employee has recall rights.

D. Qualified

Possessing the basic background/training/experience and physical ability which would reasonably enable an employee to perform satisfactorily in a particular classification.

E. Reasonable Training

Necessary training ranging from incidental to a maximum of four weeks on the higher rated classifications.

F. Suitable Available Classification

A classification which may be performed by an

work history

employee in conformance with his physical condition, as determined by the Company Medical Center, which is either an open classification or to which an employee with less seniority is assigned).

G. Layoff Unit

A classification under a Unit Manager. Layoff units are subject to revision by mutual agreement between the Company and the Local and will be attached hereto as addenda.

H. Prevailing Schedule

The regular workweek as defined in Article V of the GE-IUE National Agreement.

I. Present or any previously held classification on jobs of R14 or IR 14 and below will be:

1. Inspector
2. Machine Operator
3. Processor
4. Servicer
5. Servicer Clerical
6. Servicer Transportation

J. Seniority

1. Total length of continuous service adjusted to include time lost due to strikes in accordance with Article XIV of the National Agreement.

2. For employees with service credits of more than six months but less than one year, seniority will be service credits adjusted to include time lost due to strikes in accordance with Article XIV of the National Agreement.

V. Modification and Termination

A. This Supplemental Agreement will remain in full force and effect as long as Local No. 201, IUE(AFL-CIO), remains the certified bargaining agent for employees covered by this Agreement or until either party gives thirty days written notice to the other party of its intention to terminate or modify this Agreement. Within ten days following written notice, the parties will begin negotiations to either modify this Agreement or negotiate a new Agreement. If the written notice is to modify, the terms of this Agreement will continue to be applied until a new Agreement is signed or until one party gives thirty days written notice to the other of its intention to terminate the Agreement.

This Supplement Agreement shall become effective on May 9, 1977.

Local No. 201, IUE(AFL-CIO) General Electric Company

Peter L. Teel

F. C. Moorhouse

Charles M. Mullen

R. J. Leslie

ADDENDUM

In accordance with paragraph III D of the Layoff and Transfer Supplement between Local No. 201, IUE(AFL-CIO) and the General Electric Company dated April 15, 1977 for its facilities in Lynn and Everett, Massachusetts, the following is agreed to:

Apprentices with six (6) months or more service credits who are removed from the Apprentice Training Program for failure to meet the standards of the Program will, in accordance with their service credits and training, as of the date of removal from the Apprentice Training Program, be offered placement on open jobs that the Employment Office determines they are qualified to perform, or will be allowed to displace in accordance with their service credits on job classifications R14 and below.

Agreed to and approved by the undersigned this 13th day of May, 1977.

Local No. 201, IUE(AFL-CIO) General Electric Company

Peter L. Teel

Joseph R. Castaldo

F. C. Moorehouse

R. J. Leslie