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HOLIDAY PROVISIONS

FOR

STATOR REWINDER

IN

ALL LOCALITIES WITHIN THE STATE OF CALIFORNIA

UE-88

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1988-1991
National Agreement

between

General Electric Company

and

United Electrical, Radio and Machine Workers of America (UE)

TABLE OF CONTENTS

ARTICLE NO.		PAGE NO.
I.	Union Recognition	1
II.	Union Security	1
III.	Working Conditions	3
IV.	Discrimination and Coercion	3
V.	Working Hours: Straight Time — Overtime	4
VI.	Wage Rates	13
VII.	Continuity of Service — Service Credits	23
VIII.	Vacations	28
IX.	Holidays	39
X.	Transfers	42
XI.	Retraining and/or Reassignment	45
XII.	Reduction or Increase in Forces	48
XIII.	List of Hirings, Layoffs, and Transfers	51
XIV.	Local Understandings	52
XV.	Union and Local Representatives and Stewards	53
XVI.	Grievance Procedure	58
XVII.	Arbitration	62
XVIII.	Strikes and Lockouts	67

TABLE OF CONTENTS — *continued*

ARTICLE NO.		PAGE NO.
XIX.	Financial Support	69
XX.	Posting	69
XXI.	Traveling Time and Expenses	69
XXII.	Notification and Publicity	70
XXIII.	Job and Income Security	71
XXIV.	Jury Duty	103
XXV.	Military Pay Differential	103
XXVI.	Absence for Death in Family	106
XXVII.	Sick and Personal Pay	106
XXVIII.	Upgrading and Job Posting	110
XXIX.	Management Authority	111
XXX.	Issues of General Application	112
XXXI.	Effective Date of Agreement	112
XXXII.	Modification	113
XXXIII.	Termination	114
XXXIV.	Written Notices	115

PREAMBLE

This Agreement (referred to as the **1988-1991** GE-UE National Agreement) which succeeds a prior agreement entered into as of **July 1, 1985,** by and between the GENERAL ELECTRIC COMPANY (hereinafter referred to as the "Company") and the UNITED ELECTRICAL, RADIO AND MACHINE WORKERS OF AMERICA (UE) (hereinafter referred to as the "Union"), acting for itself and on behalf of its below-listed affiliated UE Locals, currently certified as collective bargaining representatives of Company employees, which ratify this Agreement as set forth herein and such other UE Locals as may hereafter be certified as collective bargaining representatives of Company employees (each referred to individually as the "Local").

The currently certified UE Locals and bargaining units covered by this Agreement are as follows:

LOCAL NO	LOCATION	CLASSIFICATION
211 —	Bridgeport, Conn.	Powerhouse
270 —	E. Hartford, Conn. (GECS)	Service
327 —	Binghamton, N.Y.	Toolroom
332 —	Fort Edward and Hudson Falls, N.Y.	P & M
334 —	Rochester, N.Y. (GECS)	Service
334 —	Rochester, N.Y. (GECS)	Salaried-Clerical
334 —	Syracuse, N.Y. (GECS)	Service
334 —	Syracuse, N.Y. (GECS)	Clerical
335 —	Buffalo, N.Y. (GECS)	Service & Warehouse

LOCAL NO	LOCATION	CLASSIFICATION
335 —	Buffalo, N.Y. (GECS)	Salaried-Clerical
506 —	Erie, Pa.	P & M
618 —	Erie, Pa.	Salaried-Clerical
506 —	Erie, Pa. (Reconditioning Shop)	P & M
618 —	Erie, Pa. (Reconditioning Shop)	Salaried-Clerical
703 —	Akron, Ohio (GECS)	Service
703 —	Youngstown, Ohio (GECS)	Service
707 —	Cleveland, Ohio (GECS)	Service
731 —	Conneaut, Ohio	P & M
751 —	Niles, Ohio (Glass Plant)	P & M
751 —	Niles, Ohio (Mahoning Glass)	P & M
769 —	Indianapolis, Indiana (Apparatus Service Center)	P & M
924 —	Decatur, Indiana	P & M
924 —	Decatur, Indiana	Clerical
947 —	Detroit, Michigan (GE Computer Service)	P & M
947 —	Flint, Michigan (Apparatus Service Center)	P & M
1009 —	Anaheim, Calif. (Apparatus Service Center)	P & M
1010 —	Ontario, Calif. (Aircraft Service Shop, Los Angeles)	P & M
1188 —	Champaign, Ill. (GECS)	Service
1188 —	Champaign, Ill. (GECS)	Clerical
1412 —	Oakland, Calif. (Apparatus Service Center)	P & M

ARTICLE I

Union Recognition

■ 1. The Company agrees to recognize the Union on behalf of and in conjunction with its Locals for those bargaining units of Company employees for which the Union or any of its Locals, through National Labor Relations Board certifications, is designated as the exclusive collective bargaining representative of employees within such units for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment.

■ 2. Where the Union or any of its Locals through National Labor Relations Board certifications has been designated as the exclusive collective bargaining representative for any additional bargaining units of Company employees, such certified representative shall be recognized as provided above.

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 effec-

■ 8. *Time of Vacation Payment*

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

■ 9. *Holiday in Vacation Period*

When the vacation period of any employee includes one of the holidays listed in Article IX, an additional day of vacation will be granted with pay, if the holiday occurs during the scheduled workweek of the employee. When the vacation period of a salaried employee includes an observed holiday, an additional day of vacation will be granted with pay, if the holiday occurs during the scheduled workweek of the employee. In either case, the extra day must be taken immediately before or after as an extension of the vacation.

ARTICLE IX

Holidays

■ 1. *Listed Holidays*

New Year's Day	Thanksgiving Day
Memorial Day	The day before Christmas Day
Independence Day	Christmas Day
Labor Day	
Election Day	

A ninth and tenth paid holiday on a date to be determined locally.

These holidays will be mutually selected by the local union and local management prior to December 31 of the year preceding the year in which the holiday will occur. In the absence of mutual agreement by such December 31, the holidays will be designated by local management.

■ 2. *Hourly Rated Employees*

(a) An hourly rated employee *not on continuous operations* will be paid, for each of the above-listed holidays not worked, up to eight hours at his average straight-time hourly rate as taken from the last periodic statistics available at the time his holiday occurs (current rate for dayworkers), for a number of hours equal to his regular daily working schedule during such week, providing each of the following conditions are met:

(1) Such employee has been employed at least 30 days prior to any such holiday.

(2) Such employee works his last scheduled workday prior to and his next scheduled workday after such holiday within his scheduled workweeks. This condition shall not prevent payment of holiday pay to:

(i) An employee who has been absent from work because of verified personal illness for not more than three months prior to the week in which the holiday occurs and who works or reports for the Company's physical examination the next scheduled workday following the holiday; or

(ii) an employee who has been continuously absent from work for not more than two weeks prior to the week in which the holiday occurs and who is not at work either or both such workdays due to approved absences for personal illness or emergency illness at home, death in his family, layoff or union activity; or

(iii) an employee who is not at work on either or both such workdays solely due to military encampment or jury duty; or

(iv) 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 Section 4 thereof) or his next scheduled workday after such double consecutive holidays (in such case, the employee will be entitled to holiday pay only for the first of such double consecutive holidays if he works the last scheduled workday prior to that holiday, but not the next scheduled workday after the second holiday; and he will be entitled to holiday pay only for the second of such double consecutive holidays if he fails to work the last scheduled workday prior to the first of such double consecutive holidays but works the next scheduled workday after the second of such double consecutive holidays).

(b) Hourly rated employees *on continuous operations* will be paid for the above-listed holidays under the above conditions if the holiday falls within their scheduled workweek and they are not scheduled to work on the holiday. If such employee fails to work as scheduled, he will not be paid for the holiday. If, however, such failure to work on the holiday is due to verified personal illness, death in family, jury duty, or emergency illness at home, the employee will be paid for the holiday if he is otherwise eligible in accordance with all the provisions of Section 2(a) above.

(c) Hourly rated employees who are receiving the night shift differential pursuant to Article V, 6 shall have the same added to any holiday pay received by them under this article.

■ 3. Any of the above-listed holidays falling on Sunday shall be treated for all purposes under this Agreement as falling on the following Monday and

shall for such purposes be observed on that Monday only. In like manner, any of the above-listed holidays falling on Saturday shall be treated for all purposes under this Agreement (including the purposes of Section 2(c) of Article V) as falling on the preceding Friday and shall for such purposes be observed on that Friday only. However, local plant management and a local union may, by local agreement in writing, substitute a day other than the preceding Friday for any such holiday which falls on Saturday.

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

■ 4. Local management and the local union at each plant may agree in writing to substitute a different holiday in place of any of the above-listed holidays for all purposes.

ARTICLE X

Transfers

■ 1. *Hourly and Salaried Employees*

(a) In the case of employees who are laid off from their regular jobs for lack of work, every effort will be made to transfer them to related jobs having an equal rate or to available openings on jobs having a higher rate.

(b) Employees permanently transferred to lower rated jobs will receive either one week's advance notice of such transfer, or payment for the first week's work after the transfer at their rate immediately prior to transfer. For pieceworkers such payment shall be at the rate of their immediately preceding average straight time earnings.

(c) An employee who desires a transfer to another shift may so advise his Foreman in writing with a copy to the Personnel Department. As openings occur in his department on work for which he is presently qualified, consideration will be given his request along with others in accordance with his relative seniority. Such transfers, however, shall not take precedence over the normal upgrading of qualified longer service employees. Exceptions to the above may be made in certain special cases by mutual consent.

■ 2. *Hourly Rated Daywork Employees*

An hourly rated employee on daywork when permanently transferred

(a) To a higher rated daywork job will be transferred at a rate commensurate with his qualifications to perform the job to which transferred, but not less than the rate he was paid on the job from which transferred.

(b) To an equal or lower rated daywork job will be transferred at the lower of the daywork rate he was paid on the job from which transferred or the job rate of the job to which transferred.