

C 27020

MEMORANDUM OF AGREEMENT BETWEEN GENERAL ELECTRIC COMPANY

(hereinafter called "Employer") and ..... (hereinafter called "Employee").

WITNESSETH

1. The Employer agrees to hire the Employee by the week to do work at the Pittsfield Works of the Employer as a.....

at the rate of.....cents an hour, during the regular working shifts of fifty hours a week for the day shift, and sixty hours a week for the night shift. The Employee shall be allowed time and a half for overtime, Saturday afternoons, Sundays and Holidays, and shall be entitled to all the benefits of the Bonus and Pension systems in force at the Pittsfield Works, applying to labor of a similar character.

2. The Employee accepts said employment and agrees that he will perform his said services in a faithful, loyal, efficient, diligent and workmanlike manner.

3. Any change in the service or working schedule required of the Employee, or the wages paid therefor, shall be deemed written into this contract if continued in operation and effect for a period of ten days with the knowledge of the Employee and without written protest or objection from him.

4. Both parties approve and desire a strict and fair enforcement of the open shop policy, and agree that no Employee shall be subjected to any discrimination, criticism, interference or annoyance on the ground that he is or is not a member of any labor union.

5. The Employer agrees that it will not "lockout" its employees, and the Employee agrees that he will neither quit work because of the grievance of any other person nor engage in any strike with co-employees, except after sixty days' notice in writing to the other party to this agreement, but no such notice shall be served until after one year from the date of the execution hereof.

6. The Employee agrees not to quit work, and the Employer agrees not to discharge the Employee, except for misbehaviour or incompetency, without giving ten days' notice in writing of intention so to do. The Employer may not discharge and the Employee may not quit work in furtherance of any strike or lockout upon such ten days' notice, it being expressly agreed that no steps shall be taken in furtherance of any strike or lockout except on sixty days' notice in writing. But if the Employer makes any substantial change in the employment of the Employee which is not adjusted to his satisfaction within forty-eight hours after he has made written objection thereto, then and in such event the Employee may join in a strike with all other employees whose terms of employment are similarly changed; but no conditions of employment or changes therein shall constitute a cause for a strike without sixty days' notice, if they have been in operation and effect for ten days without written protest or objection.

7. If the Employee should quit work in violation of this agreement, or the Employer should discharge him in violation thereof, said contract shall nevertheless continue in force and operation with all the rights and remedies appertaining thereto, as long as the other party to the contract shall not exercise the option to repudiate the contract on account of said breach, but under no circumstances shall the Employee so wrongfully quitting receive wages for services not rendered.

8. In the event of any dispute as to the interpretation of any clause of this contract, it is agreed that the question in dispute shall be referred to three arbitrators selected by the parties to this agreement.

9. This written agreement constitutes the entire agreement and understanding between the parties.

IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals this.....day of.....191.....

GENERAL ELECTRIC CO. (Pittsfield Works),

In presence of: by.....Manager.

EMPLOYEE .....

W. L. Mackenzie King Papers  
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