**Transfer of Ongoing Production/Non-Production Work**

*Section 1.* The Company will give notice of its intent to close a plant or transfer a business unit, department, cell, or any part of an operation a minimum of six (6) months in advance of any movement of employees resulting from such intent. 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. With the mutual consent of the Union (only for extreme business conditions) in the event the Company cannot meet its obligation of the six (6) month notice, the Company will provide the affected employees with either alternate work or pay and benefits for part or all of the six (6) month notice period. However, the Company will still be required to comply with Sections 2 and 3 of this Article.

*Section 2.* If the Union requests to meet and confer within ten (10) working days following the notice set forth above, the Company will be available to meet and confer with the Union within five (5) working days of such request. The period for meeting and conferring shall not exceed forty-five (45) days except by mutual agreement. The final decision regarding closing a plant or transferring a business unit rests solely with the Company.

*Section 3.* If information is requested by the Union for the meet and confer session(s), the Company will promptly make the following information available to the Union: the express reason(s) for intending to transfer the work and, where employment cost is a significant factor, comparative related wages, payroll allowances and employee benefit 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.

*Section 4.* The Company will give notice of its intent to transfer or subcontract non- production work a minimum of six (6) months in advance of any movement of employees resulting from such intent. Such notice will include identification of work to be transferred or subcontracted, the expected decrease in the number of represented employees as a direct consequence of the transfer or subcontracting of work, and the anticipated date of the transfer or subcontracting of work. In the event the Company cannot meet its obligation of the six (6) month notice, the Company will provide the affected employees with either alternate work or pay and benefits for part or all of the six

(6) month notice period. However, the Company will still be required to comply with Sections 5 and 6 of this Article.

*Section 5.* If the Union requests to meet and confer within ten (10) working days following the notice set forth above, the Company will be available to meet and confer with the Union within five (5) working days of such request. The period for meeting and conferring shall not exceed forty-five (45) days except by mutual agreement. The final decision regarding closing a plant or transferring a business unit rests solely with the Company.

*Section 6*. If information is requested by the Union for the meet and confer session(s), the Company will promptly make the following information available to the Union. The information will specifically include express reason(s) for intending to subcontract or transfer the work and where employment cost is a significant factor, comparative related wages, payroll allowances and employee benefit 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.