

## **Tentative Agreement**

The attached Tentative Agreement is entered this 16<sup>th</sup> day of June, 2023 by and between the General Electric Company for its Plant in Evendale, Ohio and the International Association of Machinists and Aerospace Workers AFL-CIO, for itself and on behalf of its Lodge No 912. The provisions of the 2019 Agreement will remain unchanged, except as expressly modified by the attached Tentative Agreement.

This Tentative Agreement has the unanimous support and recommendation of the IAM Bargaining Committee and will be submitted to a ratification vote prior to June 26, 2023.

In Witness Whereof, the parties through their duly authorized representatives have executed this Tentative Agreement, subject to ratification, this 16<sup>th</sup> day of June, 2023.

For General Electric Company:

For the IAM and its Lodge No 912:

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# **AGREEMENT**

*BETWEEN*

GENERAL ELECTRIC COMPANY

AT EVENDALE,

OHIO AND

LODGE NO. 912

INTERNATIONAL ASSOCIATION

OF MACHINISTS

AND AEROSPACE WORKERS

AFL-CIO

**2023 - 2025**



***GE Aviation***

## **IAM LETTERS OF INTENT**

~~Reorganization of Work Groups.....Incorporated~~  
~~Borrowing of Employees.....Incorporated~~  
~~Upgrades and Transfers.....Incorporated~~  
Medical Facilities .....**Updated**  
~~Paid Time Applicable to Overtime.....Incorporated~~  
Foul Weather Clothing .....**Updated**  
Electronic ETR System.....No Change  
**Equal Rated Jobs.....New LOI**  
**Unpaid Excused Absences.....New LOI**

Optional Lay-Off (OLO).....Date updated

IAM Hardship Request .....**Updated form**

## **IAM LETTERS OF UNDERSTANDING**

**Successorship.....New LOU**

**Workforce Guarantee .....New MOU**

## **AGREEMENT**

This Agreement is entered into this ~~24th~~ **19th** day of June, ~~2019~~ **2023**, 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 II**  
**UNION SECURITY**

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~~ **GE Aerospace – Payroll, 1 Neumann Way, Cincinnati, OH 45215** at any time between September 21 and September 30, both dates inclusive).

\* \* \*

## ARTICLE IV LEAVE OF ABSENCE

1. Any 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 **without pay for the term of his/her office or any renewal thereof** for such activity, **provided that any modifications to benefit programs during the period of the absence will apply to the employee.** ~~Upon request of the Union, this may be extended yearly.~~

## **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 Supervisor, 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 onsite 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.

**The Safety Committee positions eligible for such time are as follows:**

- 1. 1<sup>st</sup> Shift Safety Committee person**
- 2. 2<sup>nd</sup> Shift Safety Committee person**
- 3. 3<sup>rd</sup> Shift Safety Committee person (who shall also be the 3<sup>rd</sup> shift Bargaining Committeeperson)**
- 4. VPP Coordinator**
- 5. Program Leader for each of the following topics:**
  - a. Compliance & Inspection**
  - b. Fall Protection**
  - c. Electrical Safety**

**The number of Committee members shall be limited to each of the positions listed above; additional positions shall be determined by mutual agreement of the parties. The Union will select and remove employees for the positions above. The Union will**

direct the work assignments of Shift Committee persons (Nos. 1-3 above). However, the Company will be given the opportunity to interview the proposed candidate(s) and the Company's input into the selection and removal will be given due consideration by the Union. The Company and Union will direct the work of the VPP Coordinator(s) and Program Leaders.

The Bargaining Unit Chairperson and the Company shall determine the job responsibilities and scope of each of the roles listed above. There shall be a minimum of one joint yearly evaluation of each Safety Committee member; representatives of the parties will discuss the results of the evaluations, and ways to improve the effectiveness of the Committee and its members.

## **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, Committee persons, 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 other protected veteran in regard to any position for which the employee is qualified.~~

## **RESPECTFUL WORKPLACE**

The parties are committed to a respectful and professional workplace that is free from discrimination or retaliation. Accordingly, the parties agree that, in the administration, application and/or enforcement of this Agreement, there will be no discrimination, harassment, intimidation, coercion, or retaliation against any employee on the basis of union membership, non-union membership, employees acting as a union representative, race, color, religion, marital status, national or ethnic origin, gender (including pregnancy), sexual orientation, gender identity or expression, age, disability, veteran status, or any other characteristic protected by law. It is further agreed that there will be no solicitation of members by the Union on Company time.

## ARTICLE X HOURS OF WORK AND OVERTIME

### 6. Continuous Operations

Special schedules of hours and overtime will apply (1) on jobs which require continuous operations and on jobs requiring continuous manufacturing processes such as those which, for reasons of protection of equipment and material, must be run on a 24 hour day and week by week basis, or (2) on process oriented jobs which cannot readily be operated on a noncontinuous basis. Existing jobs or processes described in (2), but not currently on continuous operation as of **Agreement effective date ~~June 24, 2019~~**, may be designated as continuous operations by negotiation and agreement between management and the union. In the case of jobs described in (2), where new operations or processes are developed or established after **Agreement effective date ~~June 24, 2019~~**, the union will be given thirty calendar days notice prior to the designation of such jobs as continuous operations.

### 10. Dispensary Time

- d. An employee who has filed a worker's compensation claim against the Company, and who is scheduled to attend an Appeals Hearing before the Bureau of Worker's Compensation and/or the Industrial Commission of Ohio, will be released from work, without pay in those circumstances where the Hearing is scheduled to occur during the employee's regularly scheduled work hours. Such a request for release from work must be made at least 7 calendar days in advance of the Hearing to the employee's immediate supervisor, and upon request, verification of attendance must be provided.

## ARTICLE XI CHARGING OF OVERTIME

10. All overtime lists will be adjusted to zero for all employees on the first Monday following the first full weekend of each new calendar year ~~(1/06/20, 1/04/21, 1/03/22, and 1/09/23)~~. Employees will be placed on the zeroed overtime list by seniority.
25. Anyone who is granted a temporary **employee** 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. **Anyone who accepts a company hardship to another shift will be asked last for overtime on the company hardship reporting shift.**
267. On in-week and weekend overtime situations, an employee will be given up to, but not longer than 10 minutes within being asked in which to provide an answer. Also employee must be on the clock within five hours of scheduled start time of that day. If not here at the time of ask, it is the employee's responsibility to make themselves available.
28. **Employees who are granted four or more consecutive hours of paid Personal Illness or Personal Business in a regular workday (shift) within a work week shall have the corresponding hours included in the hours worked for the purposes of determining eligibility for overtime in the same work week.**

**Similarly, paid vacation time (in four-hour increments) along with paid Jury Duty time and paid Union time will be counted as hours worked for the purposes of determining eligibility for overtime in the same work week.**

**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.~~ **Current Employees assigned to recognized second and third shift operations, who have five (5) or more years of continuous GE service, shall have ten percent added to their regularly determined earnings for all work performed on such shifts. All other** 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 **2023 2019** 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 **2023 2019** Wage Agreement, Appendix A or this paragraph shall be submitted to arbitration.

## **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	2024	2025
Martin Luther King Day	2024	2025
Good Friday	2024	2025
Memorial Day*	2024	2025
Independence Day	2023	2024 2025
Labor Day	2023	2024
Election Day (November)	2023	2024
Veterans Day	2023	2024
Thanksgiving Day	2023	2024
Day after Thanksgiving	2023	2024
Christmas Eve	2023	2024
Christmas Day	2023	2024

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

**ARTICLE XVI**  
**CONTINUITY OF SERVICE AND SERVICE CREDITS**

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.

## **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:
  - 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~~ **two weeks'** notice or ~~one-week's~~ **two weeks'** pay at the prevailing weekly schedule of hours at the time of lay off;

**ARTICLE XX**  
**RECALL AND UPGRADING**

**2. Equally Rated Classifications and Upgrading**

- a. Except as provided in (1) above, the Company agrees that, in general, **equal rated and** higher rated jobs will be filled by **applicants** within the Bargaining Unit on a plantwide basis. In promoting employees to **equal or** 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 a bid under Job Opportunity System (JOS).
- c. Employees who hold the Bench Repair Parts or Cutter Grind classification will be automatically considered for upgrading to the Machinist classification when submitting a bid under Job Opportunity System (JOS).

**3. Internal Movement Process**

- a. When there is an opening to be filled (addition, **equal rated job** or upgrade), a requisition should be sent from Management to the Hourly Staffing Office for the open position(s).
- b. Union represented hourly employees, who have not voluntarily changed positions through lateral movement, **equal rated job movement** or upgrade within the last twelve (12) months and have an active ETR submitted will be honored for that position.
- c. Hourly Staffing will review active ETRs within 24 hours of the receipt of requisition. The most senior employee requesting the area where a position is open will be awarded the transfer.

- d. Hourly Staffing will exhaust all ETR movement until there's an open spot with no active ETR requests.
- e. **Employees who have previously held the classification eligible for recall from involuntary downgrade or layoff.**
- f. ~~e.~~ Hourly Staffing will post the open position for five (5) business days on the Job Opportunity System for eligible individuals to bid for **equal rated job movement or upgrade.**
- g. ~~f.~~ When the posting closes after five (5) business days, all bids (**equally rated classification job or upgrade**) will be considered based on the following order: 1) the Union in which the position is posted in order of union seniority, and then 2) all other union represented employees by continuous service date.
- h. ~~g.~~ For an **equally rated job move or upgrade**: if the employee meets minimum qualifications of the job, he/she is automatically scheduled for the interview/assessment.
  - i. Pass the interview/assessment: the employee is awarded the new role and moves, by the third (3rd) Monday. Should it be necessary to hold the employee longer than the third (3rd) Monday based on business needs, the company will discuss the issue with the appropriate committee member and come to a mutual agreement. The employee's rate will be changed, should there be a rate increase, to the higher rate as of the third (3rd) Monday.
  - ii. Fail the interview/assessment: the employee cannot reapply to the same position for one (1) year. employee is considered to have failed and cannot reapply for one (1) year.
  - iii. An employee will only be eligible to take the interview/assessment twice, per classification, every 5 years.

- i. ~~h.~~ Once all upgrades or qualified bids are exhausted and the position is still open, at the Manager's discretion, the position will be posted externally and referred to Preferential Placement.
- j. ~~i.~~ All new hires and rehires will be eligible to submit an ETR but not eligible to move for any lateral, plant-wide, unit shift change, **equally rated job** or upgrade for twelve (12) months from date of hire. The exception to this rule is if there is a lateral opening with no other active ETRs within the unit, regardless of shift. In that case, the employee will be eligible to move to said opening through the ETR system, prior to going external.
- k. ~~j.~~ If an employee moves on an upgrade, the employee is in the role for 12 months, unless the employee takes another upgrade or is involuntarily moved. There can be no plant-wide or unit shift change during that 12 months.
- l. ~~k.~~ If an employee moves on ETR, the employee can move on another ETR after 12 months. The employee can still move on either plant-wide or unit shift change within that 12 months.
- m. ~~l.~~ **If an employee moves on an equal rated job, the employee can move on another equal rate job move after 12 months or on an ETR after 12 months, unless the employee takes an upgrade or is involuntarily moved. There can be no plant wide or unit shift change during that 12 months.**
- n. ~~m.~~ In a calendar year, the employee can move on either a plant-wide or unit shift change. If the employee moves on a plantwide or unit shift change, the employee can also move on an ETR that calendar year.

#### **4. Upgrades and Transfers**

**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. Night shift bonus, 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.**

## **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. Prior to submitting a formal, written grievance, the Supervisor and Steward must complete a joint statement of facts. 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 ~~and Site Human Resources Manager,~~ the Steward may then, and within thirty **calendar** 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 ~~and Site Human Resources Manager,~~ 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, ~~Site Human Resources Manager~~, and the Steward for the Union. ~~In general, The Supervisor and Site Human Resources Manager,~~ will give a reply in writing within **seven calendar days** ~~forty-eight hours, but if more time is required the Supervisor and Site Human Resources Manager 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 ~~and Site Human Resources Manager~~ **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 ~~and Site Human Resources Manager's~~ decision by registration of the grievance for discussion at Step Two. Any grievance not date stamped for registration at Step Two within the first thirty 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 HR/UR Representative or Sub-Section Manager** ~~Site Union Relations Manager~~ for the area.

Upon request, each Committeeperson may have a weekly Step Two Meeting with the **designated HR/UR Representative or Sub-Section Manager** ~~Site Union Relations 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 **designated HR/UR Representative or Sub-Section Manager** ~~Site Union Relations Manager~~ may, if he/she desires, have additional Management Representatives present, not to exceed a combined total of three, unless mutually agreed. 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 ninety (90) 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 **Site Union Relations Manager** ~~GE Aviation Manager of Union Relations~~ (or his/her designated representative) and the Chairperson of the Bargaining Committee for the Union.

Discussing grievances at Step Three will be the responsibility of the **Site Union Relations Manager (or his/her designated representative)** ~~GE Aviation Manager of Union Relations~~ and the Chairperson of the Bargaining Committee with the designated Committeeperson for the Union. Other Committeepersons ~~upon mutual agreement by the designated Committeeperson and the GE Aviation Manager of Union Relations,~~ 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 **Site Union Relations Manager (or his/her designated representative)** ~~GE Aviation Manager of Union Relations~~ and the Chairperson of the Bargaining Committee at the time the agenda is submitted to the Company. ~~Step Three meetings shall be held once per quarter, unless otherwise agreed.~~ 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, **Respectful Workplace** ~~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, **all of whom must be members of the National Academy of Arbitrators**, 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 **expedited** 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 **expedited** 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 **expedited** 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 the 2007-2011 agreement forward, a~~ 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 XXV GENERAL PROVISIONS

### 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, **aunt, uncle**, grandparent-in-law, brother, brother-in-law, sister, sister-in-law, spouses brother-in-law, or sister-in-law, mother-in-law, father-in-law, or legal guardian 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, foster child, grandchild, or legal guardian, 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.

## **10. Reorganization of Work Groups**

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

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:

### **A. Unit Re-organization**

- a. For already established shifts, ask the most senior employees across the heavy shift or shifts in the overtime group for the initial openings on the light shift or shifts. When adding a new shift but not increasing the headcount, employees will be asked by seniority across all existing shifts in an overtime group until the new shift is filled.
- 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 (i.) and (ii.) 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 these purposes, 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.

- B. 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 A. above.
- C. 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 A. above.
- D. When it becomes necessary to split/reorganize a group or unit 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.
- E. 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. The move will then be accomplished by asking the senior employees first and then forcing the junior employees to move.
- 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.
- F. Other reorganizations, not covered by this language, will be discussed with the appropriate Committeeperson prior to implementation.

- G. When necessary, overtime hours will be adjusted as referenced in Article XI - Charging of Overtime, Sections 21 and 22.**

## **11. Borrowing of Employees**

**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 (when possible) to be loaned and then forcing the junior employees until the numbers to be loaned are met.**

**Recognizing that employees may be borrowed on straight time at any time, this is meant to be utilized when addressing urgent/emergency needs of the business (to include absences) 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. Employees loaned out on such a daily basis will still be eligible for overtime in their original group. Employees loaned on a weekly or longer basis shall be asked and charged overtime in accordance with Article X, Section 8, Hours of Work and Overtime.**

**This Section 11, Borrowing Employees in no way alters or supersedes Article XXVI transfers.**

## ARTICLE XXVII ECONOMIC AND CONTRACT ISSUES

This Agreement, including the **2023** ~~2019~~ Wage Agreement, the **2023** ~~2019~~ Memorandum of Agreement on Employee Benefits as well as the following letters from the Company to the Union:

DATE	SUBJECT
<del>June 24, 2019</del>	<del>Reorganization of Work Groups</del>
<del>June 24, 2019</del>	<del>Upgrades and Transfers</del>
<b>June 19, 2023</b>	Medical Facilities
<del>June 24, 2019</del>	<del>Borrowing Between Overtime Groups</del>
<del>June 24, 2019</del>	<del>Paid Time Applicable to Overtime</del>
<b>June 19, 2023</b>	Foul Weather Clothing
<b>June 19, 2023</b>	Electronic ETR System
<b>June 19, 2023</b>	<b>Equal Rated Jobs</b>
<b>June 19, 2023</b>	<b>Unpaid Excused Absences</b>
<b>June 19, 2023</b>	Hardship Letter
<b>June 19, 2023</b>	<b>Successorship</b>
<b>June 19, 2023</b>	<b>Workforce Guarantee</b>

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 **during the term of this Agreement** ~~before June 18, 2023~~. 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 **of the Company. The term subcontracting (sometimes also referred to as outsourcing or farming out) means either the temporary or permanent assignment of ongoing work at the Evendale**

~~plant to a separate employer on or off-site. 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 **two** ~~one~~-weeks' advance notice of the specific date of his/her termination.

\* \* \*

## 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

#### (1) 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 or Subcontracting of Ongoing Bargaining Unit Work that will directly result in the involuntary decrease of one (1) or more bargaining unit employees in the affected classification of Ongoing Production Work**

(1) Notice

**The Company will give notice of its intent to transfer or subcontract ongoing bargaining unit work a minimum of four (4) months in advance of the effective date of the work transfer or subcontracting to the Union, provided that such transfer or subcontracting directly results in the involuntary decrease of one (1) or more bargaining unit employees in the affected job classification. Such notice will include identification of the work to be transferred or subcontracted, the expected decrease in the number of bargaining unit employees in the affected classification as a direct consequence of the transfer or subcontracting of work, and the anticipated date of the transfer or subcontracting of work.**

~~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~~ **under Section 5(b)(1)**, 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 **under Section 5(b)(1)** ~~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 **or subcontract** ~~such~~ **the work identified in the notice** after this bargaining period.

Further, if a Transfer **or Subcontracting** of Work is not completed within eighteen (18) months of the **effective** date of the **Section 5(b)(1) notice**, ~~transfer,~~ then the Union may request an additional 30 day Decision Bargaining period within (10) calendar days **after expiration of the eighteen (18) month period.** ~~of the original completion date.~~ The Company will be available to meet with the Union within five (5) days of such request. Such bargaining shall focus solely on whether the Union can demonstrate that represented employees can do the remaining work more cost effectively than the location(s) **or vendors** to which the **work that is intended to be** ~~has been~~ assigned ~~for transfer~~. The Union must provide a proposal within five (5) calendar days of receipt of cost comparison information requested

pursuant to Section 5(B)(3) below. The Company will make a decision whether or not to transfer **or subcontract** the remaining 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 **or subcontract** the work. Where cost is a significant factor in the Company's intent to transfer **or subcontract** the work, the Company will provide the Union with a cost comparison between the production cost of the work to be transferred **or subcontracted** and the projected cost to the Company of having the work performed elsewhere. Likewise, **in the case of transfer**, 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 **Company** counterparts who would be assigned the work. **No wage, payroll allowance, or benefit expense information will be provided for work to be subcontracted unless voluntarily available from the subcontractor.** For the 30 day bargaining period referenced in 5(b)(2), the Company will provide the Union only with the production cost comparison between the applicable location(s) for the remaining work **or total cost to the Company and estimated total hours to be worked by the contractor in the case of subcontracting.** This information will be treated as confidential by the Union **as evidenced by the execution of the appropriate Non-Disclosure Agreements by the involved union representatives upon request of the Company.**

~~(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.~~

**(c) Subcontracting or Transfer of production or non-production work that will not directly result in the involuntary decrease of one or more bargaining unit employees in the affected classification**

- (1) Notice.** The Company will give notice to the Union of its intent to subcontract **or transfer** production **or non-production** work **that will not directly result in the involuntary decrease of one or more bargaining unit employees in the affected classification** ~~(the relocation of work to a subcontractor at the same plant or elsewhere,~~ without a decrease in the number of bargaining unit ~~represented~~ employees **in the affected job**

**classification** ~~who perform such work~~). Such notice shall include a description of the work, the name and location of the **transferee or** subcontractor(s), the approximate effective date of the **transfer or** subcontracting, and the estimated duration of the **transfer or** subcontracting if it is known. Only notice is required where the **transfer or** subcontracting occurs due to (1) emergency; (2) machine failure; (3) an impact on plant operations by strike, lockout, or Act of God; or (4) concerted refusal of represent employees to perform such work when requested any time in the 30 days preceding the notice.

(2) Discussion. If the Union asks to meet and discuss **the notification under section 5(c)(1)** ~~such subcontracting~~, the Company will promptly meet and discuss its plans with the Union. However, in no event will the Company be obligated to withhold the effectuation of the proposed **transfer or** subcontracting for more than ten (10) working days from the date of the notification to the Union. The discussion shall focus on 1) the capacity and qualifications of represented employees to do the work **identified in the notice** ~~slated for subcontracting~~; 2) the expected duration of such **transfer or** subcontracting (if known at the time); and 3) whether the Union can perform the work more cost effectively. The Company will make a decision on the **transfer or** subcontracting after this discussion period.

(3) Information. If information identified in the subsection is requested by the Union for the discussion provided for in Section 5(~~E~~) (**c**) (2) of this Article, the Company shall provide such information as soon as practicable. Such information shall be limited to : 1) whether there are available qualified employees to do the work **identified in the notice** ~~slated for subcontracting~~;

2) the expected duration of such **transfer or** subcontracting; and 3) cost comparisons for doing the work. This information will be treated as confidential by the Union.

(d) Subcontracting **or Transfer** of Trades Work at Plant Location

(1) Notice

The Company will give notice to the Local of its intent to subcontract **or transfer** trades, where the work will be done by a subcontractor **or transferee** 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 **or transfer**, 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 **or transfer** 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 **or transfer** 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 **or transferred** 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, **New Technology, or New Materials**

With respect to the installation of robots or automated manufacturing machines, **new technology or materials** the Company will give a minimum of sixty (60) days' **written** notice to the Union before the use of a robot, automated manufacturing machine, **new technology or materials** in a **production** 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. **It is understood that the Company is obligated to train employees in the bargaining unit on new technologies introduced to their work area and which impacts their current work assignment.**

~~(f) — Subcontracting of non-production bargaining unit work—~~

~~The Company will notify the Union in writing of its decision to utilize a subcontractor where non-production work regularly performed by bargaining unit employees will be done by a subcontractor at the same plant location or elsewhere and there is no decrease in the number of represented employees employed at that time at the plant or facility. The notice will give a general description of the work and state the express reasons for~~

~~subcontracting the work.~~

(f) Subcontracting Insourcing Meeting

~~For sites of over 25 represented employees, t~~ The Job Competitiveness and Growth Committee will meet annually to discuss whether opportunities exist to bring subcontracted work back into the site. In examining such opportunities, factors to be considered will include: (a) whether machinery and space already exist to perform subcontracted work; (b) whether qualified employees are available in the area to perform the work; (c) the costs for employees performing the work; (d) whether the subcontracted work/product is scheduled to be needed for more than one (1) year; (e) whether the work is contractually bound to remain subcontracted and (f) investment and expense dollars. While the Company will identify the site's subcontracted work for the union, it will be the obligation of the Union to make proposals for in-sourcing any such work, with specific emphasis on the factors mentioned above. The Company shall make the decision as to whether or not to insource the work. Any data production on conjunction with these discussions will be limited to non-confidential information related to factors (a)-(f) in this subsection. This information shall be kept confidential by the Union.

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 18 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 Competitiveness and Growth Committee

The Company recognizes the importance of job growth and security to the Union and acknowledges that subcontracting work, the introduction of enhanced technology, and innovative manufacturing techniques, 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 and growing jobs, the Company and Union will establish a joint Job Competitiveness and Growth Committee ("C&G Committee") **at the Evendale facility** ~~each Company location employing over 25 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
- Education and collaboration on innovative manufacturing techniques

- Work practices and local agreements to increase efficiency and remove impediments to efficient operations
- Investment plans and potential impact on jobs
- Innovative manufacturing techniques, **introduction of new technology or new materials**
- Employee suggestions on process changes
- Marketplace and competitors
- Customer demands
- Labor costs

The C&G Committee will meet on a quarterly basis. Union representation on the C&G Committee will be determined solely by the Union and will be restricted to a maximum of two Representatives. Such representatives will be compensated at their regular rate for up to four hours for time spent participating in the quarterly C&G Committee meetings. This C&G 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 require full participation in the C&G Committee discussions in order to preserve and create jobs. Recognizing that there may be some issues that would benefit from the presence of other representatives from the Company and the Union, the Company agrees to consider requests for participation by the Company and Union representatives at specific local C&G Committee meetings on key job creation and competitive issues identified by the Union.

**During any discussions, the Chairperson of the Bargaining Committee may include members of the C&G Committee, other Local Union Representatives such as the Safety Committee, or any other employees, as necessary, in order to review and provide input on the various matters**

**of concern relative to the introduction of robots, automated manufacturing machines, new technology, or materials involved.**

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 hold annual meetings attended by representatives at ~~the Corporate~~ **a Senior Executive of the Division level** and International level to review business performance ~~and identify sites that are at risk for closure.~~

~~If within the year following the annual meeting a plant not discussed as at risk for closure during that meeting becomes scheduled for a plant closing intent announcement, the company will give the union International leadership 10 days advance notice of the plant closing intent announcement.~~

### **(c) Lean Events – Guiding Principles**

The parties have discussed and agreed upon the mutual benefit of incorporating lean systems into the manufacturing environment. In doing so, they have identified commonly shared values that establish mandatory guidelines to be followed in the preparation for and execution of lean events at the Evendale facility.

1. The goal of lean events is to produce value for the customer through the optimization of resources and create a steady workflow based on real customer demands.
2. Safety is of the highest priority.
3. The purpose of lean events is to create long-term improvement in safety, quality, delivery, and cost. Through these efforts, the goal is to improve the competitiveness of the Evendale plant, thereby enhancing growth and additional opportunities for all parties.

4. The terms of the Collective Bargaining Agreement remain in effect during lean events; however, the parties recognize that variations in schedules and in work assignments may be necessary for the success of the event.
5. The parties pledge their complete cooperation in the preparation for, participation in, and execution of lean events.

To the extent that there are concerns regarding a specific lean event, those matters will be referred to the respective Chairs of the bargaining parties to engage in a good faith effort to resolve the concern.

(d) Job Preservation Guarantee

In the event that the Company decides not to pursue potential outsourcing and work transfer opportunities reviewed in a Job Competitiveness and Growth 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 24<sup>th</sup>, 2019~~ **June 19, 2023** between the Company and the Union, and shall continue in full force and effect to and including ~~18<sup>th</sup> day of June, 2023~~ **August 17, 2025** 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 18<sup>th</sup>, 2023~~, **August 17, 2025** or prior to ~~June 18<sup>th</sup>~~ **August 17<sup>th</sup>** 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 18<sup>th</sup>, 2023~~, **August 17, 2025** following such notice of modification, this Agreement shall continue in full force and effect until the tenth (10<sup>th</sup>) 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 18<sup>th</sup>, 2023~~, **August 17, 2025**, or prior to ~~June 18<sup>th</sup>~~ **August 17<sup>th</sup>** 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 ~~28<sup>th</sup>~~ day of ~~August~~, ~~2019~~ **16th day of June, 2023**

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

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**GENERAL ELECTRIC COMPANY**

*Delete the current Wage Agreement and replace with the following:*

This Wage Agreement is entered into this **19<sup>th</sup> day of June, 2023** 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 **August 17, 2025**.

The Company will provide general wage and salary increases as follows:

1. Wages

Effective **July 17, 2023, 5.7%** per hour wage increase applied to rates in effect as of that date.

Effective **July 15, 2024, 7.0%** per hour wage increase applied to rates in effect as of that date

2. Retirement Savings Plan (RSP) One-Time Increase to Additional Company Retirement Contribution

Increase the amount of the Additional Company Retirement Contribution ("ACRC") paid in January 2024 to each represented participant who meets the eligibility criteria for such contribution in accordance with normal plan rules by \$300 (from \$600 to \$900).

The normal plan rules regarding valuation, investment, vesting and other administration of ACRCs shall apply.

3. The following hourly classifications, job codes, job rate symbols, and

equivalent hourly rates are in effect as of **June 19, 2023** and supersede all previous hourly classifications, job codes, job rate symbols and equivalent rates:

a. Hourly Wage Rates:

<b>JOB RATE SYMBOL</b>	<b>RATE IN EFFECT ON 06/19/23</b>
M16	\$34.79
M17	35.42
M18	35.95
M19	36.87
M 20	37.82
M21	39.12
M22	40.22
M 23	41.23
M 24	42.83
M 25	43.97

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

<b><u>Classification</u></b>	<b><u>Job Code</u></b>	<b><u>Job Rate Symbol</u></b>
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
HVAC/Repair Technician	E1227	M-23
Industrial Equipment Mechanic	E1231	M-22

Instrument Repair	E1039	M-23
Instrumentation Mech.	E4504	M-24
Locksmith	E1218	M-20
Machine Maintenance	E1212	<del>M-23</del> <b>M-24</b>
Mechanic Attendant *	E1230	M-17
Mechanical Maintenance	E1229	M-23
Mechanical Maintenance Apprentice	A1229	M-
General Maintenance	E1264	M-22
Machinist	E4401	M-24
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

Delete current Memorandum on Employee Benefits and Replace with the following:

2023 MEMORANDUM OF AGREEMENT  
ON  
EMPLOYEE BENEFITS

GENERAL ELECTRIC COMPANY  
GE AVIATION  
AND  
LOCAL UNION  
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 Union Recognition provision of the 2023 Collective Bargaining Agreement between the parties.

I. Incorporation of Benefit Plans

The Company shall continue to make available to employees represented by the union the benefit plans listed below 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 upon request when available. These plans are incorporated by reference herein.

- A. GE Life, Disability and Medical Plan
- B. GE Retiree Medical Plan
- C. GE Health Benefits for Production Employees
- D. GE Health Benefits for Production Retirees Plan
- E. GE Pension Plan **(see renewals attached)**
- F. GE Retirement Savings Plan
- G. GE Long Term Disability Income Plan (Hourly and/or Salaried)
- H. GE Personal Accident Insurance Plan for Accidental Death and Dismemberment
- I. GE Dependent Life Insurance Plan for Hourly and Nonexempt Salaried Employees
- J. GE Emergency and Family Aid Plan
- K. GE Individual Development Program

The Company shall continue to make available to employees represented by the Union the benefit plans listed below as they may be amended in accordance with their terms and to the extent they are made available to eligible employees.

- GE A Plus Life Insurance Plan
- GE Survivor Support Program
- GE Personal Excess Liability Insurance Plan
- GE Work/Life Connections
- GE Adoption Assistance Program
- GE Transit and Parking Account Services
- GE Educational Loan Program

- II. The claim of an employee concerning rights under the terms of these listed benefit plans, as they may be amended, 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.
- III. This Agreement constitutes the entire agreement between the parties, is the controlling agreement in the event of conflict with any other document, and supersedes or replaces any and all obligations and/or agreements concerning the subjects addressed herein.
- The Company and the Union, having negotiated concerning the subject of employee benefits, each waives the right to require that the other ~~to~~ 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.

IV. Modification and Termination

The Memorandum of Agreement on Employee Benefits may be modified or terminated on the same basis as the 2023 Collective Bargaining Agreement between the Company and the Union.

## **GE Pension Plan Renewals**

### **Extend Regular Pension Breakpoint**

Covered Compensation Breakpoint shall be continued at \$60,000 for the calendar years 2024 and 2025. For subsequent calendar years, Covered Compensation Breakpoint shall be \$20,000 below IRS covered compensation (defined under Section 401(l) of the Internal Revenue Code) for an employee attaining age 65 in the year.

Note: Covered Compensation Breakpoint remains constant after age 65 based on the amount of the employee's Covered Compensation Breakpoint under the plan in the year in which the employee attained age 65.

### **Special Supplement**

Provide Special Supplement at a monthly amount of \$375. Special Supplement also continued beyond age 62 to the Age of Eligibility for 80% Social Security Benefits in accordance with the section entitled "Extend Payout Period of Supplements."

#### **1. Application**

Pay a special supplement of \$375 per month until the Age of Eligibility for 80% Social Security Benefits to the following eligible employees who retire between age 60 and their Age of Eligibility for 80% Social Security Benefits.

#### **2. Eligible Employees**

Employees who terminate service after at least age 60 and prior to their Age of Eligibility for 80% Social Security Benefits who have also completed at least 25 years of Pension Qualification Service.

#### **3. Effective Date**

Employees who terminate service on or after July 1, 2023 and on or before August 31, 2025.

### **Extend Payout Period of Supplements**

Payment of the Regular Supplement and Special Supplement will be extended from the age 62 date on which the applicable 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, 2023 (without regard to any amendments thereto). Accordingly, it will vary based on the participant's year of birth as set forth in the table below:

<b>Year of Birth</b>	<b>Age of Eligibility for 80% Social Security Benefits</b>
1959	Age 63 and 10 months
After 1959	Age 64
<i>(Exact ages and year of birth to be determined in accordance with Social Security laws in effect on June 1, 2023.)</i>	

No Regular or Special Supplement will be paid from the Plan on or after such date.

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

Example: A participant was born in 1959 and is eligible for the Regular Supplement when he retires. Based on his year of birth, the participant will be entitled to receive 80% of his Social Security benefits if he elects to start receiving them at age 63 and 10 months. The Regular Supplement will therefore be extended for such participant for an additional 22 months in comparison to the age 62 cutoff date that would otherwise apply.

Effective for applicable participants who terminate service on or after July 1, 2023 and on or before August 31, 2025 who are eligible for the Regular or Special Supplements.

#### **Extend Special Supplement Benefit Option (SSBO)**

1. Provide the Pension Plan Special Supplement With an Accelerated Payout Alternative to Certain Long Service Employees Impacted by a "Permanent Job Loss Event."

2. Eligibility:

Employees with 25 years or more Pension Qualification Service (PQS) who are under age 60 on the date of a "Permanent Job Loss Event" and who are directly impacted by the "Permanent Job Loss Event" will be eligible for the Special Supplement Benefit Option. The "Permanent Job Loss Event" must occur on or after July 1, 2023 and on or before August 31, 2025.

3. "Permanent Job Loss Event" means Plant Closing, Work Transfer/Automation, Discontinuance of a Discrete, Unreplaced Product Line, or Reduction in Force of Indefinite Duration as such terms are used in the context of Job and Income Security.

4. Special Supplement Benefit Option - Payment Alternatives:

Alternative 1: The Special Supplement of \$375 per month will be made available to employees eligible for the Special Supplement Benefit Option and will commence at age 60 with payment continuing until the Age of Eligibility for 80% Social Security Benefits with payout until such 80% Age extended in the manner described in the section entitled "Extend Payout Period of Supplements," or

Alternative 2: Eligible employees may elect the Accelerated Payout Alternative as described below in lieu of monthly payments under Alternative 1.

Alternative 1 will not be available if the employee withdraws his pre-1989 contributions before age 60.

Employees electing the Special Supplement Benefit Option are not eligible for the Special Early Retirement Option or the Plant Closing Pension Option.

5. Effective Date:

All provisions of the Special Supplement Benefit Option are effective for eligible employees directly impacted by the Permanent Job Loss Event on or after July 1, 2023, and on or before August 31, 2025.

6. Special Supplement Benefit Option - Accelerated Payout Alternative:

Under the Accelerated Payout Alternative, an eligible employee can request payment of the Special Supplement prior to retirement at age 60. If this alternative is elected the individual will receive monthly payments of \$375 each, beginning the month after the individual's written request is received in accordance with established administrative procedures. The number of months over which such payments will be made to such individual will equal the number of monthly payments he is otherwise entitled to under Alternative 1 set forth in paragraph 4 above.

Once commenced, payments will continue consecutively for such number of months, unless the individual returns to employment with GE or a GE Affiliate, in which case the individual shall cease to be eligible for any remaining payments.

To receive payment under the Accelerated Payout Alternative eligible employees must also meet the following conditions:

- Six months must have passed since the "Permanent Job Loss Event."
- The employees must not have withdrawn their pre-1989 contributions from the Pension Plan at the time the request for accelerated payment is made, or during the period the accelerated payments continue. In the event such contributions are withdrawn during this period, payments will cease. The prohibition against withdrawals will not apply once the individual attains age 60.
- The employees must not be employed by GE or a GE affiliate.

**SERO/SERO 30: Special Early Retirement Option for Employees Impacted by a "Permanent Job Loss Event"**

1. Eligibility:

A. Applicable 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

- i. are directly impacted by a "Permanent Job Loss Event", or
- ii. volunteer and are approved for the Special Early Retirement Option as a substitute for another employee in the same classification directly impacted (down through applicable displacement procedure) by a "Permanent Job Loss Event", and
- iii. who retire on the first day of the month following the "Permanent Job Loss Event" and on or before September 1, 2025.

B. An applicable employee under age 55 who also has completed at least 30 years of PQS on the date of the "Permanent Job Loss Event" who:

- i. is directly impacted by the "Permanent Job Loss Event" and has 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. Such an employee must retire on the first day of the month following the "Permanent Job Loss Event" and on or before September 1, 2025; or
- ii. is directly impacted by the "Permanent Job Loss Event" and incurs a reduction in his rate of pay of 18% or more at any time during the 12-month period beginning on such Event. The 18% reduction will be measured against his rate of pay on the date of such "Permanent Job Loss Event." The employee must retire on the first day of the month following the date on which he incurs such 18% reduction and on or before September 1, 2025; or
- iii. volunteers and is approved for the Special Early Retirement Option as a substitute for another employee in the same classification who would otherwise be entitled to retire under the Special Early Retirement Option under circumstances described in paragraph 1.B.i. or 1.B.ii. above. Upon approval, the substituting employee must retire on the first day of the month following the "Permanent Job Loss Event" (if the substituting employee is retiring in lieu of an employee otherwise entitled to retire under paragraph 1.B.i. above), or on the first day of the month following the date on which the 18% pay reduction is incurred (if the substituting employee is retiring in lieu of an employee otherwise entitled to retire under paragraph 1.B.ii. above). In any event, the substituting employee must retire on or before September 1, 2025.

For purposes of applying this paragraph 1.B., an individual's rate of pay shall be his regular rate of pay. In no event shall rate guarantees or night shift differentials be considered.

No employee described in this paragraph 1.B. will be eligible to receive the Special Early Retirement Option unless he or she meets all of the conditions described in this paragraph 1.B. and such conditions continue to exist with respect to the employee after application of paragraph 1.A. above in its entirety (including, if applicable, the substitution provisions of paragraph 4.A. below).

C. Employees electing the Special Early Retirement Option are not eligible for the Plant Closing Pension Option, the Special Supplement Benefit Option or Long Service Security provisions.

2. "Permanent Job Loss Event" means Plant Closing, Work Transfer/Automation, Discontinuance of a Discrete, Unreplaced Product Line, or Reduction in Force of Indefinite Duration as such terms are used in the context of Job and Income Security.

3. Benefits for Applicable Employees electing the Special Early Retirement Option:

A. Except as provided in Paragraph 3.B below, the benefits shall consist of the following:

- i. Unreduced Regular or Guaranteed pension benefits.
- ii. Supplemental benefit until the Age of Eligibility for 80% Social Security Benefits equal to \$23.00 per month times the employee's years of Pension Benefit Service. Payment of the supplement extended to such 80% Age in the manner described in the section entitled "Extend Payout Period of Supplements."
- iii. A special supplement of \$375 per month until the Age of Eligibility for 80% Social Security Benefits with payout until such 80% Age extended in the manner described in such section.
- iv. Pre-age 65 medical and dental benefits offered to similarly situated employees who retire at age 60. Notwithstanding the foregoing, in no event shall any individual be entitled to any retiree medical and dental benefits on or after age 65 pursuant to this section.

B. In the case of an employee who volunteers and is approved for the Special Early Retirement Option as a substitute for another employee, the benefits shall consist instead of the following:

- i. Unreduced Regular or Guaranteed pension benefits.
- ii. Pre-age 65 medical and dental coverage availability. Participant contributions will be set at 100% of pre-age 65 retiree cost. In no event shall any individual be entitled to any retiree medical and dental benefits on or after age 65 pursuant to this section.

This Paragraph 3.B shall apply to any substituting employee described in Paragraph 1.A.ii above who elects the Special Early Retirement Option in accordance with the Procedures set forth in Paragraph 4.A below. This Paragraph 3.B shall also apply to any substituting employee described in Paragraph 1.B.iii above who elects the Special Early Retirement Option in accordance with the Procedures set forth in Paragraph 4.B below.

4. Substitution Procedures for Electing the Special Early Retirement Option:

A. Applicable to Retirement under Paragraph 1.A.

- An applicable employee at least age 55 and under age 60 with 25 or more years of PQS on the date of the "Permanent Job Loss Event" who is assigned to a job classification concerning which the Company has announced a "Permanent Job Loss Event" may elect to be considered for termination and receive benefits under the Special Early Retirement Option as described in Paragraph 3.B above.
- To be eligible for the Special Early Retirement Option the employee must confirm acceptance immediately following the Company's approval of retirement under this Option.
- Eligibility for this Option and, as applicable, Special Voluntary Layoff Bonus, Special Retirement Bonus, Lump Sum Severance Pay, and Income Extension Aid will be integrated on the basis of seniority so that the number of eligible employees electing these options does not exceed the net number of positions to be eliminated as a result of the Company action.

B. Applicable to Retirement under Paragraph 1.B.

- An applicable employee under age 55 with 30 or more years of PQS on the date of the "Permanent Job Loss Event" who is assigned to a job classification in which another employee would otherwise be entitled to retire under the Special Early Retirement Option under circumstances described in paragraph 1.B.i. or 1.B.ii. above may elect to be considered for termination and receive benefits under the Special Early Retirement Option as described in Paragraph 3.B above.
- To be eligible for the Special Early Retirement Option the employee must confirm acceptance immediately following the Company's approval of retirement under this Option.
- Eligibility for this Option will be determined on the basis of seniority so that the number of eligible employees electing the Special Early Retirement Option does not exceed the number of employees who would otherwise be entitled to retire under the Special Early Retirement Option under circumstances described in paragraph 1.B.i. or 1.B.ii. above.

#### 5. SERO Offset:

- The value of pension and health (medical and dental) benefits resulting from the election of the Special Early Retirement Option will be offset against any severance or layoff pay from the Company under any other Company benefit plan or collective bargaining agreement to which an employee electing the Special Early Retirement Option is entitled.
- Interest rate discount assumption used to calculate the offset will be the "Applicable Interest Rate" under the Pension Plan.
- The portion of offset attributable to health benefits will be calculated by multiplying \$9,941 by the number of whole years between the date of termination for retirement and the date when first eligible for Medicare. The resulting number shall be reduced by a factor equivalent to the percent of employee contributions toward the average value of health coverage at the time of the Special Early Retirement Option election. For Permanent Job Loss Events occurring after 2023, the \$9,941 figure shall be adjusted annually based on annual increases in the medical component of the Consumer Price Index for all urban consumers. The annual adjustment will be made at the end of the calendar year based on the year over year increases of the October index figures.
- Employees who are entitled to severance or layoff pay from the Company under any other Company benefit plan or collective bargaining agreement will be eligible for the Special Early Retirement Option only if the plan or collective bargaining agreement provides for the offset described in this paragraph 5.

#### 6. Effective Date:

- All provisions of the Special Early Retirement Option for applicable employees impacted by Company actions are effective for "Permanent Job Loss Events" occurring on or after July 1, 2023 and on or before August 31, 2025. Such provisions are also effective with respect to an applicable employee in service on July 1, 2023 who was initially directly impacted by a "Permanent Job Loss Event" occurring before that date and who within the next 12 months from such initial Event suffers a reduction in his rate of pay of 18% or more that meets the requirements of paragraph 1.B.ii.

### **PCPO: Plant Closing Pension Option for Employees who Meet the Age, Service and Contingent Event Requirements as Described Below**

#### 1. Age, Service and Contingent Event Requirements:

- Applicable Employees who are directly impacted by a Plant Closing, and

- who meet the age and service requirements as set forth in the table below by the end of the calendar year in which their termination for Plant Closing occurs.

**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

All Plant Closing Pension Option applicable employees must retire on the first day of the month following the employee's Plant Closing Date and on or before September 1, 2025.

**2. Benefits for Applicable Employees Electing the Plant Closing Pension Option:**

- Unreduced Regular or Guaranteed pension benefits.
- Supplemental benefit until the Age of Eligibility for 80% Social Security Benefits equal to \$23.00 per month times the employee's years of Pension Benefit Service. Payment of the supplement extended to such 80% Age in the manner described in the section entitled "Extend Payout Period of Supplements."
- A special supplement of \$375 per month until the Age of Eligibility for 80% Social Security Benefits with payout until such 80% Age extended in the manner described in such section.
- Medical and dental benefit continuation for one year as offered similarly situated 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 pre-age 65 medical and dental benefits offered to similarly situated employees who retire at age 60. Notwithstanding the foregoing, in no event shall any individual be entitled to any retiree medical and dental benefits on or after age 65 pursuant to this section.

Such benefits shall in no event be duplicative to benefits otherwise provided.

**3. Procedures for Electing Plant Closing Pension Option:**

- To be eligible for the Plant Closing Pension Option an applicable employee must file an election prior to his or her Plant Closing Date.

- The Plant Closing Pension Option election will become effective on the employee's Plant Closing Date unless withdrawn by the employee prior to that date.
- Employees electing the Plant Closing Pension Option are not eligible for the Special Early Retirement Option, Special Supplement Benefit Option or Long Service Security provisions.

#### 4. SERO Offset:

- The value of pension benefits resulting from the election of the Plant Closing Pension Option, and retirement health benefits (medical and dental), if applicable, will be offset against any severance or layoff pay from the Company under any other Company benefit plan or collective bargaining agreement to which an employee electing the Plant Closing Pension Option benefit is entitled.
- Interest rate discount assumption used to calculate the offset will be the "Applicable Interest Rate" under the Pension Plan.
- The portion of offset attributable to any health benefits will be calculated by multiplying \$9,941 by the number of whole years between the date of termination for retirement and the date when first eligible for Medicare. The resulting number shall be reduced by a factor equivalent to the percent of employee contributions toward the average value of health coverage at the time of the Plant Closing Pension Option election. For Permanent Job Loss Events occurring after 2023, the \$9,941 figure shall be adjusted annually based on annual increases in the medical component of the Consumer Price Index for all urban consumers. The annual adjustment will be made at the end of the calendar year based on the year over year increases of the October index figures.
- Employees who are entitled to severance or layoff pay from the Company under any other Company benefit plan or collective bargaining agreement will be eligible for the Plant Closing Pension Option only if the plan or collective bargaining agreement provides for the offset described in this paragraph 4.

#### 5. Definitions:

- "*Plant Closing*" and "*To Close a Plant*" mean the announcement and carrying out of a plan to terminate and discontinue all Company operations at any plant, service shop or other facility.

Such terms do not refer to the termination and discontinuance of only part of the Company's operations at any plant, service shop or other facility 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.

For employees covered by a collective bargaining agreement, such terms include termination or discontinuance of all those Company operations which would result in the termination of all employees represented by the union at that location when those employees do not have displacement rights.

- "*Plant Closing Date*" means the last day worked by an employee whose service was terminated because of a Plant Closing.

6. Effective Date:

- All provisions of the Plant Closing Pension Option are available for applicable employees terminated for Plant Closing on or after July 1, 2023 and on or before August 31, 2025.



~~Letter of Intent #1~~

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~~June 24, 2019~~

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

~~Dear Mr. Finley:~~

~~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) For already established shifts, ask the most senior employees across the heavy shift or shifts in the overtime group for the initial openings on the light shift or shifts. When adding a new shift but not increasing the headcount, employees will be asked by seniority across all existing shifts in an overtime group until the new shift is filled.~~
- ~~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 split/reorganize a group or unit 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.~~
- ~~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. The move will then be accomplished by asking the senior employees first and then forcing the junior employees to move. 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.~~
- ~~7. When necessary, overtime hours will be adjusted as referenced in Article XI Charging of Overtime, Sections 21 and 22.~~

Sincerely,

*~~Russ Moses~~*

~~Russell T Moses~~

~~Manager, Union Relations Evendale~~



~~Letter of Intent #2~~

~~June 24, 2019~~

~~Mr. Matt Finley  
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. Finley:~~

~~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 (when possible) to be loaned and then forcing the junior employees until the numbers to be loaned are met.~~

~~Recognizing that employees may be borrowed on straight time at any time, this letter is meant to be utilized when addressing urgent/emergency needs of the business (to include absences) 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. Employees loaned out on such a daily basis will still be eligible for overtime in their original group. Employees loaned on a weekly or longer basis shall be asked and charged overtime in accordance with Article X, Section 8, Hours of Work and Overtime.~~

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

~~Sincerely,~~

~~*Russ Moses*~~

~~Russell T Moses  
Manager Union Relations - Evendale~~



~~Letter of Intent #3~~

~~June 24, 2019~~

~~Mr. Matt Finley  
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. Finley:~~

~~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.~~

~~Sincerely,~~

~~*Russ Moses*~~

~~Russell T Moses  
Manager Union Relations Evendale~~



Letter of Intent #41

June 19, 2023

~~June 24, 2019~~

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

**Mr. Robert Darrell**  
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. Finley:~~

Dear **Mr. Robert Darrell**:

~~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.~~

As we indicated to you during our 2023 contract negotiations in discussion concerning emergency medical staffing of the Evendale Facility during weekday off shifts and weekend and holiday shifts, it is our intent to provide at least one fire inspector who is EMT qualified on duty for such periods when there are employees scheduled to work such a shift.

Sincerely,

*Russ Moses*

Russell T Moses  
Sr. Labor Relations Leader, U.S.



~~Letter of Intent #5~~

~~June 24, 2019~~

~~Mr. Matt Finley  
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. Finley:~~

~~This letter sets forth the Company's intent with respect to an employee's Personal Illness and Personal Business Hours.~~

~~Employees who are granted four or more consecutive hours of paid Personal Illness or Personal Business in a given regular workday (shift) within a work week shall have the corresponding hours included in the hours worked for the purposes of determining eligibility for overtime under Article X—Hours of Work and Overtime, in the same work week.~~

~~Similarly, paid vacation time (in four hour increments) along with paid Jury Duty time and paid Union time will be counted as hours worked for the purposes of determining eligibility for overtime under Article X—Hours of Work and Overtime, in the same work week.~~

~~Sincerely,~~

~~*Russ Moses*~~

~~Russell T Moses  
Manager, Union Relations—Evendale~~



Letter of intent #~~6~~-2

~~June 24, 2019~~

~~Mr. Matt Finley  
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. Finley:~~

**June 19, 2023**

**Mr. Robert Darrell**  
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. Robert Darrell**

The ~~Company proposes~~ **parties mutually agree** to the following process on foul weather clothing, to be written as a Memorandum of Understanding:

1. An amount of ~~\$225~~ **\$250** will **be** provided to eligible employees between September 1 and September 15 ~~of the following years — 2019 & 2021~~ **in alternating years** during the term of this contract, **beginning with 2023**.
2. This money shall be used in the purchase of foul weather clothing for the listed groups:

<u>Areas</u>	<u>Component code</u>
1. PETO Maintenance	<del>2883</del> <b>9944</b>
2. DETO Maintenance	<del>5643</del> <b>9955</b>
3. Component Test North	<del>5664</del> <b>4471</b>
4. Utilities / Operators	2920
5. HVAC	2927

6. Utilities Maintenance	2930
7. Facilities Maintenance	2720
8. Construction & Rearrangement	2906
9. 703	<del>5665</del> 9960
10. Garage	<del>2720</del> 2721

3. If foul weather clothing is deemed unusable may be replaced if approved by the Area Manager. Any unusable gear deemed to be replaced must be turned in for proper disposal.
4. New employees coming into the areas designated as eligible to receive the foul weather clothing allowance shall receive the ~~\$225~~ \$250 at the time(s) designated in #1 above.

Sincerely,

*Russ Moses*

Russell T Moses

**Sr. Labor Relations Leader, U.S.**



Letter of Intent #3

**June 19, 2023**

**Mr. Robert Darrell**

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. Robert Darrell:

**During the 2023 negotiations, the parties discussed the application of the new language on employees moving to “equal rated” jobs through the JOS system contained in Article XX (Recall and Upgrading), and the application of Article XVIII, Reduction of Forces to those employees who have moved to an “equal rated” job. The parties agree that where Article XVIII refers to “lower rated classification,” the phrase “lower rated classification” will be replaced with “lower rated and equal rated classification.”**

Sincerely,

*Russ Moses*

Russell T Moses  
Sr. Labor Relations Leader, U.S.



Letter of Intent #4

June 19, 2023

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

**Subject: Unpaid Excused Absence**

**Dear Mr. Robert Darrell:**

During the 2023 negotiations, the parties discussed unpaid excused absences. The Company agreed to provide unpaid excused absence days as follows:

A non-probationary employee absent because of personal business or personal illness will be provided two (2) unpaid excused days each calendar year, which must be used in full day increments. 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. Such unpaid excused days must be used by December 31 of each calendar year and will not carryover to the next calendar year.

Sincerely,

*Russ Moses*

Russell T Moses  
Sr. Labor Relations Leader, U.S.



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**Letter of Understanding**

**June 19, 2023**

**Craig Norman  
Director of Bargaining  
International Association of Machinists and Aerospace Workers (IAM)  
9000 Machinists Place  
Upper Marlboro, MD 20772**

**Subject: Successorship**

**Dear Mr. Norman:**

**This letter confirms the parties' agreement regarding successorship.**

**It is agreed by General Electric and IAM Lodge No 912 that their Collective Bargaining Agreement shall be binding upon the parties, and their successors, transferees, and assigns. The Company shall give notice of the existence of this Agreement to any purchaser, transferee, or assignee of a plant, or substantial portion thereof, covered by the Collective Bargaining Agreement, and in the situation where there is substantial continuity of operations of that asset which is sold, make assumption of the Collective Bargaining Agreement a term of the sale. The Company will provide written verification to the Union that assumption of the Collective Bargaining Agreement is a condition of such a sale.**

**Sincerely,**

*John Burke*  
**John Burke  
Manager, Global Employee Relations**

## OPTIONAL LAY-OFF (OLO) SUPPLEMENT - IAM

II.

- 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 ~~2019~~-2023 Agreement. If employees are unable to return to work because of personal illness, they must inform the Hourly Staffing Office in writing of the reason they are unable to return as scheduled on or before their scheduled return date.

IV.

- C. Failure of an employee on OLO to respond to the letter of recall according to Article XX of the ~~2019~~-2023 Agreement will result in the loss of all seniority rights.

## Letter on the IAM Employee Hardship Request

As discussed in the ~~2019-2023~~ Contract Negotiations, the Company agrees for the duration of the ~~2019-2023 Contract~~ GE/IAM-Lodge 912, to consider employee hardships in accordance with the following understandings:

- 1) Employees may request a temporary hardship to another shift.
- 2) Only temporary hardships for medical and/or family care reasons will be considered.
- 3) The employee's request must be for whole week periods (Monday through Sunday).
- 4) An employee can only serve initially a maximum of four (4) weeks in a rolling twelve-month period on a temporary hardship. Any extension beyond four (4) weeks must be discussed and mutually agreed to by the employee, area committeemen, Human Resource Leader and the operating manager(s).
  - i) Approved extensions will be reviewed by the Business Leader, area Committeeman and HR Leader every 30-days to review and approve
- 5) The employee request must be to a shift, which is staffed within the surplus/overtime group. At managements discretion the employee may be moved to another surplus/overtime group.
- 6) The employees request must be submitted to their surplus/overtime group manager via the "Employee Hardship Request Form" (see opposite side).
- 7) The Employee Hardship Request Form must be signed off by the appropriate Committeepersons before being submitted to the employee's surplus/overtime group manager for approval.
- 8) The manager's decision to approve or not approve the employee's request will be based upon the employee's reasons for the request and the needs of the business.
- 9) Upon approval or rejection, a copy of the completed form will be furnished to the employee along with the appropriate Committeepersons by the surplus/overtime group manager.
- 10) An employee who is granted a temporary hardship to another shift will **not be offered 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.**
- 11) When the employee returns to their original shift, they will bring back all overtime hours worked.
- 12) The manager can revoke the employee's hardship at any time and for any reason but will give the area committeemen advanced notice.
- 13) The manager must notify Hourly Staffing of any hardship moves (both on and off hardship).

It is mutually agreed that either party may terminate this "employee hardship understanding" by providing 30 days written notice to terminate to the other party.

## **MEMORANDUM OF AGREEMENT ON MINIMUM WORKFORCE**

General Electric (the "Company") and IAM Lodge No 912, inclusive of Utility Operators and Firefighters (the "Union") hereby make the following agreement for bargaining unit employees at the Evendale Plant:

### **I. Minimum Workforce Guarantee**

During the term of the 2023 Collective Bargaining Agreement ("CBA"), the Company guarantees that it shall maintain a Minimum Workforce in the IAM Bargaining Unit, inclusive of Utility Operators and Firefighters, equal to the total number of IAM employees employed at the Evendale Plant as of the date on which the 2023 CBA was ratified. Immediately following ratification of the 2023 Agreement, the Company will certify in writing to the Union the total number of IAM employees employed at the Evendale Plant; that number shall constitute the Minimum Workforce Guarantee. Thereafter, all employees employed by the Company in the IAM Bargaining Unit shall count toward compliance with the Minimum Workforce Guarantee, including employees on disability, FMLA, workers compensation, authorized (paid and unpaid) leaves of absence, TLOW, or temporary layoff. During the term of the 2023 CBA, the Minimum Workforce Guarantee will not be reduced by attrition through permanent layoff, retirement, death, quit, or discharge. When necessary, the Company will hire employees to remain in compliance with the Minimum Workforce Guarantee; the Company has a sixty (60) day grace period in which to restore compliance.

The Job Competitiveness and Growth Committee will review compliance with the Minimum Workforce Guarantee and review actions necessary to ensure compliance, including the need to hire additional employees into the bargaining unit. In those circumstances where the Company is unable to hire sufficient, qualified employees to remain in compliance with the Minimum Workforce Guarantee, the Company is deemed to be in compliance so long as it has taken those steps that a reasonably prudent employer in the Greater Cincinnati, Ohio area would take to fill such vacancies.

### **II. Suspension of Minimum Workforce Guarantee**

During the term of the 2023 CBA, the Minimum Workforce Guarantee shall continue in full force and effect unless there is an extraordinary event, such as a natural disaster, act of God, airline industry disaster, pandemic or endemic, strike by employees, or governmental order that interferes with the continued operation of a department, facility, or operation of the Evendale Plant to which a bargaining unit employee is assigned. In such an extraordinary event, the Company may suspend the Minimum Workforce Guarantee for the number of employees directly and immediately affected by the extraordinary event. The Company shall return to compliance with the Minimum Workforce Guarantee as soon as reasonably practicable following the cessation of the extraordinary event.

### **III. Enforcement**

The parties agree that this Memorandum of Agreement may be enforced through the mandatory arbitration provisions of Article XXIII, Arbitration, Section 1. Such grievances may only be filed by the IAM. If such a grievance is arbitrated, the arbitrator's authority is exclusively limited to a determination whether the Company is in compliance with the Minimum Workforce Guarantee and the issuance of a cease-and-desist order should it be determined that the Company is not in compliance. No award of back pay, benefits, or other remedies are within the arbitrator's jurisdiction and authority.

### **IV. Duration**

This Memorandum of Agreement expires **August 17, 2025** and shall be declared null and void from that date forward absent express, written agreement by the parties to the contrary.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2023

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Russ Moses

Sr. Labor Relations Leader, US

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Robert Darrell

Chairman of the Bargaining Committee,  
International Association of Machinists and  
Aerospace Workers, Lodge No. 912