# Agreement between

# General Electric Company
# at Evendale, Ohio

# And

# Fire Inspectors Lodge No. 912

# International Association of Machinists and Aerospace Workers AFL-CIO

2023-2025

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# AGREEMENT

This Agreement is entered into this **19th day of June, 2023** by and between the General Electric Company for its Plant located in Evendale, Ohio (hereinafter referred to as the "Company") and Lodge 912 (FI), 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 I
## RECOGNITION

The Company recognizes the Union as the sole collective bargaining agent for those employees included in the Bargaining Unit as certified by the National Labor Relations Board in Case No. 9-RC-5239 for the purpose of collective bargaining with respect to rates of pay, hours of work, and other conditions of employment.

## ARTICLE II
## UNION SECURITY

1. Agency Shop

   (a) Subject to applicable law, all employees who, as of the date of this Agreement are members of the Union in good standing in accordance with the constitution and by-laws of the Union or who become members of the Union following the effective date of this Agreement, shall, as a condition of employment, remain members of the Union in good standing insofar as the payment of an amount equal to the periodic dues and initiation fees, uniformly required, is concerned.

   (b) Subject to applicable law, all present employees who are not members of the Union and all individuals hired after the effective date of this agreement, shall, beginning on the thirtieth day following the effective date of this agreement or the thirtieth day following employment, whichever is later, as a condition of employment, either become and remain members of the Union in good standing insofar as the payment of an amount equal to the periodic dues and initiation fees, uniformly

required, is concerned, or in lieu of such Union membership, pay to the Union an equivalent service charge.

2. Union Dues or Service Charge Deduction Authorization

(a) The Company, for each of its employees included within the bargaining unit recognized by the Company pursuant to Article I hereof, who individually, in writing, duly authorizes the Company paymaster to do so, will deduct from the earnings payable to such employee the weekly dues (including the applicable fee required for membership, if any) for such employee's membership in the union or the equivalent service charge, and shall remit promptly to the union all such deductions.

(b) Subject to applicable law, individual authorizations executed after the effective date of this Agreement shall be signed cards in the form agreed to by the Company and the Union.

* * *

GENERAL ELECTRIC COMPANY DATE _____

EVENDALE PLANT SSO NO _____

Assignment to, and Authorization to Deduct and
pay, Union Dues to Lodge No. 912 (FI),
Affiliated with District 34,
International Association of Machinists
and Aerospace Workers.

TO PAYMASTER:

I hereby cancel any authorization heretofore given to you to deduct my Union membership dues 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 No. 912 (FI), affiliated with District 34, International Association of Machinists and Aerospace Workers, my Union membership dues (as certified to the Company by the Lodge, such certification by said Lodge shall constitute an absolute defense to the Company as to any claim by the undersigned or said Lodge that such dues have been illegally assessed or levied) and I hereby authorize and direct you to deduct such membership dues from my earnings and pay the same for my account to such Lodge. You are hereby authorized to deduct such membership dues 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 to the Company and the Lodge postmarked not earlier than September 21 and not later than September 30, both dates inclusive, of 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 ten days prior to the termination date of each such succeeding agreement.

BADGE NO. _____

SIGNATURE OF EMPLOYEE _____

Assignment to, and Authorization to Deduct and
pay, the applicable fee required for membership to,
Lodge No. 912 (FI), Affiliated with District 34,
International Association of Machinists
and Aerospace Workers.

I further hereby assign, from my earnings now or hereafter payable to me from the General Electric Company to Lodge No. 912 (FI), affiliated with District 34, International Association of Machinists and Aerospace Workers, the applicable fee required for membership, and I hereby authorize and direct you to deduct such sum from my earnings and pay the sum for my account to such Lodge. You are authorized to deduct such sum from my earnings payable the first week immediately following the date of this assignment and authorization, but if not so deducted, you are authorized to make such deduction from my earnings payable in any subsequent week.

BADGE NO. _____

SIGNATURE OF EMPLOYEE _____

UNION SERVICE CHARGE DEDUCTION AUTHORIZATION

GENERAL ELECTRIC COMPANY DATE _____

EVENDALE PLANT SSO NO _____

ASSIGNMENT TO, AND AUTHORIZATION TO DEDUCT AND PAY UNION SERVICE CHARGES TO LODGE NO. 912 (FI), AFFILIATED WITH DISTRICT 34, INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS

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 (FI) 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 (FI) 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 (FI), 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 (FI).

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 **GE Aerospace – Payroll, 1 Neumann Way, Cincinnati, OH 45212** at any time between September 21 and September 30, both dates inclusive).

* * *

3. Contributions to a Political Action Committee

(a) Employee Authorization

The Company agrees to deduct from the pay of each employee voluntary contributions to a Political Action Committee provided that each such employee executes or has executed an "Authorization for Assignment and Check-Off of Contributions to a Political Action Committee" form and provided further that such authorization has not been revoked.

Deductions shall be made only in accordance with the provisions of and in the amounts designated in said form, together with the provisions of this Section of the Agreement.

A properly executed copy of "Authorization for Assignment and Check-Off of Contributions to a Political Action Committee" for each employee for whom voluntary contributions to a Political Action Committee are to be deducted hereunder, shall be delivered to the Company before any such deductions are made. All deductions shall be made pursuant to such properly executed forms for so long as they remain in effect. Such deductions shall be made from the employee's regular pay each pay cycle that the authorization remains in effect.

(b) Termination of Company Obligations

The Company's obligation to make sure deductions shall terminate automatically upon the termination of the employee who signs the authorization, upon written request, or upon his/her transfer to a job or location not covered by this Agreement.

(c) Remittance to the Union

The Company agrees to remit said deductions monthly to the Union as follows:

1. The total amount of contributions deducted.

2. The names, social security identifier and amounts from whose wages such deductions have been made.

3. The Company shall, at the same time remit to the Union its check for the amount shown under item (a) above, care of the International Association of Machinists and Aerospace Workers, AFL-CIO.

(d) Subject to applicable law, individual authorizations executed after the effective date of this Agreement shall be signed cards in the form agreed to by the Company and the Union.

## ARTICLE III
## RESPONSIBILITY OF THE PARTIES

The parties recognize that, under this Agreement, each of them has responsibilities for the welfare and security of the employees.

a. The Company recognizes that it is the responsibility of the Union to represent the employees effectively and fairly.

b. Subject only to any limitations stated in this Agreement, or any other agreement between the Company and the Union, the Union recognizes that the Company retains the exclusive right to manage its business, including (but not limited to) the right to determine the methods and means by which its operations are to be carried on, to direct the work force, and to conduct its operations in a safe and effective manner.

2. This Article does not modify or limit the rights of the parties, or of the employees under any other provisions of this Agreement or under any other agreement between the Company and the Union, nor will it operate to deprive employees of any wages or other benefits to which they have been or will become entitled by virtue of an existing or future agreement between the Company and the Union.

## ARTICLE IV
## 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 Fire Patrol.

## ARTICLE V
## 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 VI
## HOURS OF WORK AND OVERTIME

1. Continuous Operations

Because of the continuous nature of the work performed by Fire Inspectors the Company shall have the right to schedule continuous operations. Under certain conditions, schedules other than continuous operations may be necessary and may be established at the discretion of the Company.

a. Workday

An employee's workday shall be the twenty-four-hour period beginning with the starting time of his/her regularly scheduled shift. An employee's Saturday, Sunday or holiday shall similarly be the twenty-four-hour period beginning at the starting time of his/her regularly scheduled shift.

b. Workweek

When an employee on continuous operations has a scheduled workweek of five days at work and two days off, the first scheduled day off shall be considered as the sixth day of the workweek, and the second scheduled day off, whether or not successive, as the seventh day of the workweek. When such working schedule contains a regularly recurring workweek of six days at work and one day off, such scheduled day off shall be considered as the seventh day of the workweek and the day immediately preceding as the sixth day of the workweek.

c. Overtime

The Company will pay for overtime as follows:

(1) At the rate of time and one-half for hours worked either: (a)

In excess of eight hours in any single workday; or (b)

In excess of forty hours in any given workweek; or

(c) In excess of eight hours in any continuous twenty-four hours beginning at the starting time of the employee's shift; or

(d) On Saturday or Sunday if either day is not his/her seventh day of his/her workweek; or

(e) On the employee's sixth or seventh day of his/her workweek if such day is neither Saturday, Sunday or a paid holiday; or

(f) On Saturdays and Sundays (as a minimum if employee is on a special schedule other than that outlined above).

(2) At the rate of double time for hours worked either:

(a) On the employee's seventh day of his/her workweek, if such day is Saturday or Sunday; or

(b) In excess of twelve hours in his/her workday

(3) An employee who works on his/her paid holidays listed in Article VII will be paid:

(a) Eight hours holiday pay at his/her straight time rate;

(b) One and one-half times his/her straight time rate for hours worked on his/her regularly scheduled shift;

(c) Two and one-half times his/her straight time rate for hours worked outside his/her regularly scheduled shift.

2. Report-In Time

Employees who report for work in accordance with their regular schedules, and without previous notice thereof, neither their regularly assigned nor any reasonably comparable work is available will receive not less than four hours pay at the rate applicable had they worked but this provision shall not apply when such unavailability of work is beyond the control of the Company.

3. Division of Overtime

As proficient operations permit, the Company agrees that overtime shall be divided as equally as practicable among qualified employees. It is expressly understood that employees will perform

reasonable overtime assignments when requested, except where cases of personal emergency exist.

4. Charging of Overtime

a. Employees will be charged for all overtime offered whether it is worked or refused, except as noted in (k) below. They will be charged on the basis of paid hours rather than hours worked.

b. There shall be one overtime list per shift. c.

Overtime hours will be charged daily.

d. Employees transferred to another shift shall be charged with the same number of hours as the employee with the greatest number of overtime hours in their classification on the new overtime list.

e. An employee who is temporarily transferred from one shift to another, shall be charged with the same number of overtime hours as the employee with the most overtime hours on the new shift. If the employee returns to his/her original shift within sixty days, he/she shall be charged with the same number of overtime hours as he/she held when he/she transferred plus all paid overtime hours and hours charged as a result of refusal to work overtime during his/her temporary assignment. If the employee's temporary assignment extends beyond sixty days he/she will, upon return to his/her original shift or area, be charged with the same amount of overtime as the employee with the most overtime hours on the original shift in the same classification.

f. Employees who have been removed from the payroll for illness or injury shall, upon return to work, be placed on the overtime list in the same relative position as when they were removed.

For example, an employee who was the lowest, the highest or fifth highest on the overtime list when removed from the payroll will return to the lowest, the highest or the fifth highest depending upon the situation. Charged hours of the returning employee will be adjusted accordingly.

g. A probationary employee will not be placed on the overtime list until his/her 90th day of employment is completed; at which time he/she will assume the highest number of overtime hours on the overtime list for the classification on his her/shift.

h. Employees scheduled to be laid off will not be offered overtime assignments beyond the date of layoff.

i. Employees who are not able to perform the full scope of the overtime assignment due to temporary physical limitations, will not be assigned overtime work until such time as they are physically able to perform the full scope of the work to be done on overtime. When such employees are again able to perform the full scope of the overtime assignment, their accumulated overtime hours will be adjusted in the manner set forth in paragraph (f) above, so as to restore the employees to the same relative position on the overtime list that they held at the time the physical limitation was established.

j. Generally, overtime on a shift will be offered to employees on that shift providing the overtime requirement is determined at least two hours in advance of the starting time of the next regularly scheduled shift. If the overtime is not determined at least two hours in advance of the regularly scheduled shift, and thereafter it is determined that overtime is necessary, a hold-over and/or call-in overtime will be offered. Normally overtime will be offered to employees with the least number of accumulated overtime hours. It is expected that employees working the overtime assignments will continue to work until relieved.

k. An employee will not be charged for overtime refused when he/she is unable to work overtime assignments due to:

(1) Death in the immediate family, as described in Article XXI, General Provisions - Paragraph (7);

(2) Jury Duty;

(3) The days immediately preceding and/or immediately following five or more consecutive days of vacation, if such days are scheduled as regular days off;

(4) Official Union business;

(5) Military Duty;

(6) Absences for court subpoena or jury selection;

(7) When the payment for such overtime would be at the straight time rate.

l. An employee will also be charged when he/she receives overtime pay as a result of a grievance settlement.

m. The House post person shall be required to follow the above rules and offer overtime and maintain the schedule for the fire house under the supervisor's oversight.

5. Change in Schedule

The Company will give the Union as much notice as possible and will discuss with the Union any proposed changes in the working schedule if such changes involve an entire shift or shifts. Any grievance resulting from the establishment of the new schedule will be handled through the regular grievance procedure.

An employee who is transferred from his/her regularly established shift to another and who is thereafter returned to his/her original shift during the same week, or during the immediately succeeding week shall be paid at the rate of time and one-half for the first eight hours worked following the first such transfer, except where either or both such transfers (a) results from the failure of another employee or employees to report for work; or (b) is made in connection with a lack-of-work situation; or (c) is made at the employee's request; or (d) is made in connection with an established program of shift rotation; or (e) results from an emergency breakdown of equipment or machinery.

6. Reporting Back

a. Day shift employees who at any time are instructed to report back for work outside their regular schedule of hours will be paid the overtime rate applicable under this Article but not less than time and one half for hours worked. If such employees continue working into their regular day shift, they shall be paid at the applicable rate for hours worked on their regular day shift. If such employees do not continue working into their regular day shift, they shall receive not less than the equivalent of four hours pay at their straight time rate.

b. Employees other than those covered by the preceding paragraph (a) who at any time are instructed to report back for work outside their regular schedule of hours will be paid pursuant to the applicable provisions of this Article. If such employees continue working into their regular shift they shall be paid at the applicable rate for hours worked on their regular shift. If such employees do not continue working into their regular work shift, they shall receive, not less than the equivalent of four hours pay at their straight time rate.

c. Paragraphs (a) and (b) above do not apply to employees who continue to work into the next shift following their normal quitting time.

7. Dispensary Time

a. Employees will be paid at their applicable rate for time spent in attending the Company dispensary for examination or treatment of any injury or industrial illness arising out of and in the course of their employment whenever such time would otherwise have been spent by the injured or ill employee on the work assigned to him/her. If such employee is sent home or to a physician or hospital as a result of such injury or industrial illness, he/she will be paid up to the end of his/her scheduled shift, including overtime for which he/she was previously scheduled on the day such injury or industrial illness occurred.

b. Employees injured as listed in (a) above who are actively at work subsequent to the date of the injury and who are directed by the medical department to attend a clinic or specialist's office, will be paid for all lost time from their regular schedule of work that day, but not to exceed eight hours at the applicable rate of pay.

c. Employees actively at work who are directed to attend the Company dispensary outside of their scheduled hours of work will be paid at the applicable rate for such attendance.

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.**

8. No Pyramiding of Overtime

Computation of premium pay shall be allowed under any one of the provisions as set forth in Article VI herein for any given hours. However, any time worked for which an employee shall be paid premium pay in accordance with any one of the provisions of Article VI shall not be included in the computation of pay under any other provisions of Article VI.

## ARTICLE VII
## 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** | |
| Veteran's 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.

1. Such employee will not be required to have a minimum level of credited service to be eligible for any such holiday following hire.

2. The employee must have worked the last scheduled workday prior to and the next scheduled workday after such holiday. If either of such scheduled workdays falls on a Saturday or a Sunday, such day need not be worked to qualify. Nevertheless, each of the closest scheduled workdays (other than Saturday or Sunday) on both sides of the holiday must be worked for the employee to qualify. (For example, if a listed holiday falls on a Friday, and the employee is scheduled to work on the preceding Thursday and the following Saturday and Monday, the employee must work the preceding Thursday and following Monday to qualify for the holiday pay).

An employee who is absent from work on either the last scheduled workday prior to double consecutive holidays (when such double consecutive holidays have been arranged under the provision of this Article) or his/her next scheduled workday after such double consecutive holidays (in such case, the employee will be entitled to holiday pay only for the first of such double consecutive holidays if he/she works the last scheduled workday prior to that holiday, but not the next scheduled workday after the second holiday; and the employee will be entitled to holiday pay only for the second of such double consecutive holidays if he/she fails to work the last scheduled workday prior to the first of such double consecutive holidays but works the next scheduled workday after the second of such double consecutive holidays).

However, an employee who has been continuously absent from work for not more than two weeks prior to the week in which the holiday occurs or who has worked for the Company at any time during the week in which the holiday occurs, and whose absence on the last scheduled workday before or the next scheduled workday after the holiday or both such days, was due to Union activity, verified personal illness or emergency illness at home, death in the family, jury duty, military encampment, layoff or temporary lack of work, will be paid.

On payment of holidays, it is intended that the employees who do not work the holiday shall receive pay for the normal work schedule of eight hours. Such payment will be at the average straight time rate earned during the week in which the holiday occurs. Employees receiving the night shift bonus will receive the bonus on the holiday pay.

If any of these holidays fall on Sunday, except Christmas Eve, they will be observed on the following Monday and Monday only, for all purposes under this Agreement.

If any of these holidays fall on Saturday, they will be observed on the preceding Friday and Friday only, for all purposes under this Agreement. However, the Company and the Union may by agreement in writing substitute a day other than the preceding Friday for any such holiday which falls on Saturday.

The Christmas Eve holiday will be observed on the last scheduled workday of the normal workweek, prior to the day on which the Christmas Day holiday is observed for all purposes under this Agreement.

3. Employees on continuous operations will be paid for the holidays listed above if the holidays fall within their scheduled workweek and they are not scheduled to work on the holidays.

If such employee fails to work as scheduled, he/she will not be paid for the holiday. If, however, such failure to work on the holiday is due to Union activity, verified personal illness, death in the family, jury duty, military encampment or emergency illness at home, the employee will be paid for the holiday if he/she is otherwise eligible in accordance with all of the above provisions.

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

holiday. When a holiday falls on his/her special scheduled day off he/she shall receive pay for the normal work schedule of eight hours. Such payment will be at the average straight time rate earned during the week in which the holiday occurs. Employees receiving the night shift bonus will receive the bonus on the holiday pay.

4. The Company and the Union may by agreement in writing substitute a different holiday in place of any of the above listed holidays for all purposes under this Agreement, provided that such agreement is made prior to December 1 of the year immediately preceding the year in which a holiday substitution is to be made for a holiday occurring prior to July 1 of that year, and prior to June 1 of the year in which a holiday substitution is to be made for a holiday occurring after July 1 of that year.

## ARTICLE VIII
## DIFFERENTIAL FOR SECOND AND THIRD SHIFT EMPLOYEES

**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 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 IX
## REPRESENTATION

1. Shift Committeeperson

   a. The Company recognizes the Shift Committeeperson system as the preliminary agency for negotiating the settlement of any grievance in regard to wages, hours or working conditions.

   b. The number of Shift Committeepersons shall be limited to one per shift. The designated alternate Shift Committeeperson will be recognized in the absence of the regular Shift Committeeperson. A second alternate Shift Committeeperson will be recognized in the absence of the regular shift Committeeperson and the designated alternate, provided proper notification to management is made in advance.

   c. The Company agrees to recognize the Bargaining Committee, which shall consist of up to three Shift Committeepersons as the agent or representative for negotiating with Company Management.

      The Union shall designate one member of the Bargaining Committee as Chairperson.

      These same shift Committeepersons will provide adequate representation at Step Two of the Grievance Procedure.

2. Requirements Concerning Shift Committeepersons:

   a. The Bargaining Committee members must be bona fide employees of the Company and must have in excess of six months' service as a Fire Inspector.

   b. The Union agrees to furnish the Company a written list of the officers of the Union, the Bargaining Committee members

mentioned in (1) (c) above; and the Union agrees to promptly advise the Company in writing of any change in any such office or position.

c. The Company will keep the Shift Committeepersons advised in writing of all temporary and permanent changes in management personnel with whom they meet at Step Two of the Grievance Procedure, and of all additions or eliminations of Supervisors of Bargaining Unit employees in their area.

d. Union officers or Bargaining Committee members/Shift Committeepersons leaving their position without the permission of their supervisor will be subject to disciplinary action including discharge at the discretion of the Company. In the event the Supervisor cannot be reached for "permission," the Union Officer or Bargaining Committee member/Shift Committeeperson leaving his/her position will then notify the Fire Inspector on duty, as the House Post, who will then enter the pertinent information in the logs.

3. Payment for Time Spent on Union Activities:

a. For time spent by Bargaining Committeepersons whose names are furnished under (2) (b) above, within their regular schedule in processing grievances at Step One, Step Two and/or Step Three of the Grievance Procedure, the Company will pay up to an amount equal to the number of weeks in such fiscal month multiplied by five hours per week for the Chairperson of the Bargaining Committee and up to three hours per week for each of the other two Shift Committeepersons.

b. Payment for time spent on grievances under (3) (a) above will be allowed on a monthly basis using the General Electric fiscal month. Time not used may be accrued during and until the end of each fiscal month.

c. The payment for time spent processing and negotiating grievances as provided above is to compensate Union representatives receiving such payments for time lost from his/her regularly scheduled work shift and will be paid at the current straight time rate of record. Such time as paid will be considered as time worked for the purpose of qualifying a Union representative for overtime pay in accordance with Article VI. In the payment of such hours worked, the actual time spent on that calendar day in a Step Two or Step Three meeting 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 third shift employees, the next calendar day during their regular shift. In all other instances Company paid Union time as defined in Article IX will be applied to make up hours lost from the employee's regular work shift while on Union business on Company premises.

d. Payment in all cases will be made at the regular rate of pay.

## ARTICLE X
## SENIORITY

1. Seniority shall begin with the date of employment in the Bargaining Unit and in each case shall be the time worked within the unit. For purposes of this Article:

a. Effective for employees placed on personal illness or injury, seniority for employees out for illness or injury shall accumulate as follows:

(1) For employees other than probationary, but with less than one year of seniority, shall accumulate for twelve months.

(2) For employees with one or more years of seniority, but less than three years seniority, seniority shall accumulate

for a period equal to their total absence, but not to exceed thirty months.

(3) For employees with three or more years of seniority, but less than four years seniority, seniority shall accumulate for a period equal to their total absence, but not to exceed thirty-six months.

(4) For employees with four or more years of seniority, but less than five years seniority, seniority shall accumulate for a period equal to their total absence, but not to exceed forty-eight months.

(5) For employees with five or more years seniority, seniority shall accumulate for a period equal to their total absence, but not to exceed sixty months.

b. Effective for employees who are placed on layoff, seniority for employees on layoff shall accumulate as follows:

(1) Employees who at time of layoff have less than six months seniority, shall be eligible for recall in accordance with Article XII for a period of twelve months following layoff and if recalled within such period, will be allowed accumulated seniority for such period of layoff, and will retain their seniority accumulated prior to such layoff. After twelve months of continuous layoff, they will lose their seniority rights in the Bargaining Unit.

(2) Employees who at time of layoff had six months or more of seniority, shall be eligible for recall in accordance with Article XII for a period of sixty months following layoff or until retirement whichever occurs first and if recalled within such period, will be allowed accumulated seniority for such period of layoff, and will retain their seniority accumulated prior to

such layoff. After sixty months of continuous layoff, they will lose their seniority rights in the Bargaining Unit.

c. Employees who have lost their seniority rights according to (a) and (b) above and who are re-employed as new employees, will not have their seniority reinstated, but will be considered as new employees with no seniority, provided, however, that exceptions to this provision may be made by mutual agreement of the parties in the case of an employee whose absence is due to a compensable illness or injury if (1) he/she reports promptly to the Salaried Placement Office for employment upon recovery and (2) he/she meets the Company's health requirements.

d. Employees who quit, resign, or are discharged will lose their seniority rights in the Bargaining Unit.

e. Nothing in the foregoing shall affect or alter the application or interpretation of Article XIV, Continuity of Service - Service Credits.

2. Seniority for employees who have entered the Bargaining Unit subsequent to July 19, 1954, shall be measured from their date of entry into the Bargaining Unit.

3. New employees shall be considered probationary employees until they have been employed 180 days. After service credits of 180 days have been acquired, these employees will have their seniority established as of the continuous service date. During said probationary period of employment of new employees the Company, at its discretion may discharge or transfer any such new employee at any time.

4. a. Employees who are transferred to jobs outside the bargaining units may be returned to their former classification in the bargaining unit in accordance with their total length of continuous service during the period up to three (3) months following the first such transfer to a job outside the unit.

b. Such transferred employees shall retain the seniority they accumulated within the bargaining unit for up to six (6) months from the date of their transfer outside the bargaining unit. Thereafter, such accumulated seniority rights shall be lost.

5. In the event that the Company announces a reduction in force, on the request of the Union:

a. Members of the Bargaining Committee referred to in Article IX (1) (c) shall be given seniority over all employees in the Bargaining Unit during reduction of forces, provided work for which they are qualified is available in the Bargaining Unit.

b. In applying the above, the Union agrees that such seniority preference does not entitle such members of the Bargaining Committee to job preference.

c. If for any reason an employee ceases to hold one of the official union positions referred to in (a) above and he/she thereupon no longer has sufficient seniority to remain in his/her classification, he/she shall be transferred or laid off in accordance with his/her seniority when the next reduction of forces affecting his/her classification occurs or no later than two weeks whichever is sooner.

## ARTICLE XI
## UPGRADING

The Company agrees in general, higher rated jobs will be filled by upgrading. In promoting employees to higher rated jobs, ability will be the major consideration; however, when abilities are relatively equal, seniority shall be given preference.

## ARTICLE XII
## REDUCTION OF FORCES AND RECALL

1. Reduction in Forces

   If it becomes necessary to reduce the number of employees within the Fire Patrol, seniority of each employee will be the major determining factor and the following will apply:

   a. The least senior Fire Inspector will be given **two weeks'** notice of transfer or removal from the payroll or **two weeks'** pay at the prevailing weekly schedule of hours at the time of layoff, providing those employees retained on this basis are qualified to perform the work.

   b. Any employee to be laid off for lack of work will be given consideration for any opening then existing within the Evendale Plant for which he/she is qualified.

2. Recall

   In recalling employees who have been laid off from the Bargaining Unit because of lack of work as provided in (1) above, the following shall apply;

a. Whenever there is an open job, the employee last removed will be the first to be recalled. The total length of seniority shall be the major factor governing such recall if the employee is able to perform the open job in a satisfactory manner after a minimum amount of training;

b. If an employee, who has been transferred to another job within the plant, is recalled to an open job in a classification as provided in (2.a) above, refuses the open job, the employee shall no longer be eligible for recall to any open job in that classification, or to any open job in any lower rated classification in which the employee previously held a job;

c. If a laid off employee, who is recalled to an open job in a classification as provided in (2.a) above, either refuses the open job or fails to answer the notice of recall within five working days and to report within fifteen calendar days after receipt by the employee of the notice of recall sent to him/her by registered mail or registered telegram at the last listed address in his/her personnel folder, the employee shall lose all seniority rights in the Bargaining Unit. An employee who is unable to comply with the above requirements because of (1) verified illness or injury, or (2) employment elsewhere, shall retain his/her seniority rights, providing he/she notifies the Company in writing within five working days after receipt by the employee of the notice of recall that he/she will report within fifteen calendar days from the receipt of such notice, or as soon as his/her health permits, if his/her inability to report is due to a verified illness or injury.

e. Each employee shall have at all times the responsibility of informing the Company of his/her correct address. An employee who has his/her notice of recall returned for non-delivery will be removed from the recall list and will lose his/her seniority rights in the Bargaining Unit.

## ARTICLE XIII
## LISTS OF HIRINGS, LAYOFFS, AND TRANSFERS

1. The Bargaining Committee will be given details on employees laid off for lack of work after notification has been given to the employees', and similar information on re-engaged employees after they have been rehired.

2. The information will consist of the name, seniority date, and occupation of the employee. The Supervisor will give to the Shift Committeeperson information on extended layoffs whenever possible one week before the employee is laid off.

3. The Bargaining Committee will also be given lists of new employees after they have been engaged and their occupations and the Bargaining Committee will also be given details on transfers.

## ARTICLE XIV
## CONTINUITY OF SERVICE - SERVICE CREDITS

1. Definition of Terms

   a. "Continuity of Service" designates the status of an employee who has service credits totaling fifty-two or more weeks.

   b. "Continuous Service" designates the length of each employee's continuity of service and shall equal the total service credits of an employee who has "Continuity of Service."

   c. "Service Credits" are credits for periods during which the employee is actually at work for the Company or for periods of absence for which credit is granted (as provided in (3)).

d. "Absence" is the period an employee is absent from work either with or without pay (except a paid vacation period) computed by subtracting the date following the last day worked from the date the employee returns to work. Each separate continuous period away from work shall be treated as a single absence from work.

e. "Illness" shall include pregnancy whenever the Supervisor or other immediate Supervisor is notified prior to absence from work.

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 his/her 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. Effective only for employees who are re-hired on or after August 8, 1976, the service record of each employee laid off and re-employed after layoff, or re-employed following illness or injury, will be reviewed by the Company at the time of his/her re-employment, and in each case such employee will be notified as to his/her service credits and continuity of service, if any. 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 this employee is placed under Preferential Placement.

c. If the Company reemploys, on or after June 27, 1988, a former employee who had continuity of service at the time of a previous termination of Company employment [and the employee is not eligible for automatic service restoration under Section 2 (b)], the Company shall restore such continuity of service after the employee has completed one year of continuous service following reemployment. An employee in the process of service restoration under this Section who is laid off and again rehired or recalled shall have all service credits earned following reemployment on or after June 27, 1988 accumulated for the purpose of service restoration under this Section 2 (c).

d. Service restoration provided for in this Section 2 will be contingent upon the employee's full repayment of a Special Voluntary Layoff Bonus under Article XXIV Section 4(c); or upon the prorated repayment of any Income Extension Aid under Article XXIV Section 4(b)(1)(iii) or any severance pay due to a plant closing termination which occurred within six months prior to the date of reemployment. With respect to Income Extension Aid under 4(b)(1)(iii), Special Retirement Bonus under Section 3(b), or to severance pay due to a plant closing termination which occurred within six months prior to the date of reemployment, an employee's repayment amount will be prorated so that she/he will not be required to repay benefits covering the time when she/he was actually unemployed by the Company. Such repayment must be made within a reasonable time after rehiring. No such repayment is required of benefits paid if the reemployment date is more than one year from the date of the prior termination.

3. Service Credits

Service credits for each employee shall be granted for periods during which the employee is actually at work for the Company and service credits for absences shall be added to an employee's service, after re-employment with continuity of service or with prior service credits, as follows:

a. Employees when reemployed with prior service credits or continuity of service following absence due to illness, accident, layoff, or leave of absence granted by the Company; because of termination for transfer to a successor employer; or due to plant closing will receive service credits for up to total the first twelve months of such absence. Where the absence of an employee, with continuity of service, is due to a compensable accident or compensable illness, and the employee is reemployed without loss of continuity of service, service credits will be granted for the period of his absence in excess of twelve months up to a maximum of six additional months.

b. For all other absences of two weeks or less, such employees will receive service credits, but, if the absence is longer than two weeks, no service credits will be allowed for any part of such absence.

## ARTICLE XV
## VACATIONS

1. Paid Vacation Periods

For employees first eligible for GE benefits prior to June 18, 2007, vacation will be provided in an Annual Allotment subject to the eligibility requirements set forth in paragraph (a) below.

For employees first eligible for GE benefits on or after June 18, 2007, vacation will be earned on a pro rata basis with a fractional portion of the annual vacation period being earned each month subject to the eligibility requirements set forth in paragraph (b) below. Vacations with pay will be granted in each calendar year (hereinafter called the "vacation year") to eligible employee as follows:

(a) For Employees Hired Before June 18, 2007. (Annual Allotment)

| Years of Continuous Service | Vacation |
|---|---|
| 1 | 2 Weeks |
| 5 | 3 Weeks |
| 15 | 4 Weeks |
| 20 | 5 Weeks |
| 30 | 6 Weeks |

(b) For Employees Hired On or After June 18, 2007. Earn As You Go ("EAYG")

| Years of Continuous Service | Vacations |
|---|---|
| <1 | 2 weeks (pro rata) |
| 1 | 2 weeks |
| 5 | 3 weeks |
| 15 | 4 weeks |
| 20 | 5 weeks |
| 30 | 6 weeks |

2. Eligibility Requirements – Annual Allotment

An employee whose continuity of service is unbroken as of December 31, or his/her last scheduled workday in the last week of the year immediately preceding the vacation year, shall qualify for a vacation or vacation allowance under the provisions of this Article if he/she:

a. Actually performs work as an active employee of the Company during the last full calendar week of the year immediately preceding the vacation year;

b. Receives earnings from the Company directly applicable to all or part of such week.

If an employee has not qualified under (2) (a) or (b) above, but returns to work without loss of continuity of service during the vacation year, he/she will become entitled to a vacation or vacation allowance in the vacation year after he/she shall have worked in the vacation year for one month or for a period equal to that of his/her absence, if his/her absence was less than one month. Any such employee re-employed too late to work for one month in the vacation year will be paid his/her vacation

allowance and may have a portion of the time out considered as the vacation to which he/she is otherwise eligible.

3. Eligibility Requirements – Earn As You Go (EAYG)

Vacation days are earned on a pro rata basis during the calendar year and eligible employees earn a fractional portion of the annual vacation each month. A prorated portion is earned for any month the employee is on active payroll and works any amount of time during that month.

Subject to management approval, the employee may take all or part of the annual vacation at any time during the calendar year, including additional days the employee may earn at a later date according to the table in paragraph 1(b) including additional days granted as a result of achieving a service milestone.

No employee shall earn vacation while on leave. However, if an individual on leave returns directly to active status during the same calendar year, the employee will receive credit for vacation he or she would have earned as if no leave had been taken during the calendar year the leave terminates.

4. Determination of Paid Vacations

a. Basic or Guaranteed Vacations

The basic vacation period of an eligible employee shall be based upon his/her length of continuous service as of December 31 of the year immediately preceding the vacation year.

b. Additional (or Initial) Vacation

An eligible employee whose continuing accumulation of service credits during a vacation year entitles him/her to an additional

vacation under the provisions of Section (1) (or who completes his/her first year of continuous service during the vacation year), will receive such additional vacation (or his/her initial vacation), provided that an employee shall not be entitled to any such vacation in a vacation year unless he/she shall actually perform work as an active employee of the Company during such vacation year after having qualified for such vacation.

5. Termination of Employment

Employees Who Earn Vacation via Annual Allotment **-** An employee who quits, is discharged, dies or retires will promptly thereafter receive the full vacation allowance to which he/she may then be entitled. In the case of employees who die, vacation allowances will be treated as wages owing the employee, and payment made accordingly.

Employees Who Earn Vacation via EAYG – An employee who resigns or is terminated, will only be paid out earned but unused vacation. Any vacation time that is taken in excess of the amount which the employee has earned must be reimbursed to the Company. However, if an employee retires, is laid off, becomes disabled or dies, reimbursement is not required.

6. Use of Vacation Time for Absences of Employees

a. Leave of Absence

An employee who is granted a leave of absence may have the first portion of such leave designated as the period of any vacation to which he/she may then be entitled if Management approves.

b. Extended Illness, Accident or Layoff

Subject to management approval, an employee who is absent because of personal illness or accident, or because he/she is laid off for lack of work, may elect (except in an operation which is scheduled for a vacation shutdown) to have the first portion of such absence designated as the period of any vacation to which he/she may then be entitled. The employee's election to apply unused vacation to extend active service must be made within one week of the beginning of the applicable absence.

c. Incidental Absences

An employee whose absence is excused because of personal illness, personal business, holidays that are unpaid, temporary lack of work, or short workweeks (of one-half day or longer) may utilize extra vacation time to which he/she is entitled in excess of the scheduled shutdown or shutdowns (or in excess of two weeks in operations in which no shutdown is to be observed) for such absences in the form of vacation days. Absences for personal illness and personal business require the approval of management. This may be paid out in multiples for four hours.

d. Other Absences

An employee who is absent from work for any reason, other than those reasons listed above, will not be entitled either to have his/her vacation scheduled or to receive a vacation allowance during the period of such absence.

e. Vacation Payment Guarantee

An employee whose service is terminated or whose absence from work continues beyond the end of a vacation year, and

who did not receive in such vacation year the full vacation pay for which he/she had qualified and had not otherwise used, shall receive at the end of the vacation year or upon prior termination of service, a vacation allowance in lieu of any vacation to which he/she was entitled.

7. Computation of Vacation Pay

a. Basic Formulas

Vacation pay for each week of vacation to which an employee is entitled will be computed by multiplying the appropriate weekly hour-multiplier as determined by (7) (b) below, by the appropriate rate-multiplier as determined by (7) (c) below. (Vacation pay for any extra day or one-half day of vacation to which an employee may be entitled will be determined by (1) dividing by five or ten respectively the weekly hour-multiplier determined for him/her under (7) (b) below and (2) multiplying such daily equivalent by the appropriate rate-multiplier determined by (7) (c) below).

b. Determination of Weekly Hour-Multiplier

The weekly hour-multiplier for vacation pay computations for all employees will be forty hours except as noted in the following paragraphs of (7) (b).

(1) Short Schedules

The weekly hour-multiplier of an employee whose regular weekly schedule at the time his/her vacation begins is less than forty hours will be the greater of either (A) his/her scheduled hours per week at the time the vacation begins, or (B) his/her scheduled hours per week during the last fiscal week, as determined by the GE fiscal calendar, worked by him/her during the year

preceding the vacation year, but in any event will not be greater than forty hours.

(2) Multiple-Shift Short Schedule

Notwithstanding the provisions of (7) (b) (1) above, the weekly hour-multiplier for an employee who is on a multiple shift operation and whose regular weekly schedule of hours is not less than thirty-two and one-half hours shall not be less than forty hours.

(3) Extended Schedule

The weekly hour-multiplier of an employee who shall have worked an average of more than forty hours per week during the weeks paid in the calendar year which immediately precedes the vacation year will be determined in accordance with the following schedule:

| Average Weekly Hours | Weekly Hour-Multiplier |
|---|---|
| 40 BUT LESS THAN 42 | 40 |
| 42 BUT LESS THAN 42.5 | 42 |
| 42.5 BUT LESS THAN 43.5 | 43 |
| 43.5 BUT LESS THAN 44.5 | 44 |
| 44.5 BUT LESS THAN 45.5 | 45 |
| 45.5 BUT LESS THAN 46.5 | 46 |
| 46.5 BUT LESS THAN 47.5 | 47 |
| 47.5 AND HIGHER | 48 (MAXIMUM) |

NOTE: For the purpose of the foregoing schedule, average weekly hours will be computed by dividing the total number of hours actually worked by the employee during the weeks paid in said year by the number of

weeks in such year, except that the following listed types of time lost from work will be counted as time worked:

(a) Time spent on Union Activity;

(b) A listed or observed holiday;

(c) Jury duty service;

(d) Military Service for which service credits are granted under Article XXI (5);

(e) Vacation shutdowns and vacation periods;

(f) Time paid for death-in-family absence;

(g) Time lost due to a compensable accident or compensable illness;

(h) Employee's personal absences for which pay is granted.

(4) Continuous Operations

The weekly hour-multiplier of an employee who is, at the time of his/her vacation, regularly assigned to work on a Continuous Operation schedule will be greater of either (A) the number of hours per week he/she would have been paid, up to a maximum of forty-eight hours, including premium hours for Saturday and/or Sunday, had he/she worked forty hours on his/her established regular schedule including Saturday and/or Sunday, on the week or weeks scheduled for vacation or (B) the hours provided by the application of (7) (b) (3) above.

c. Determination of Rate Multiplier

The rate-multiplier for a salaried employee will be the greater of:

(1) The hourly equivalent of the employee's regular straight-time weekly salary rate (including night shift bonus for those employees regularly scheduled on a night shift) in effect at the time of his/her vacation, or

(2) The hourly equivalent of the employee's last regular straight-time weekly salary rate (including night shift bonus for those employees regularly scheduled on a night shift) in effect during the last full calendar week of the year preceding the current vacation year.

d. Payments for Incidental Absences

The payments described in (6) (c) will be paid on the same basis as outlined above.

8. Scheduling of Vacations

a. Scheduling

In the event of one or more vacation shutdowns in the plant within the vacation year, one of the shutdowns will be of no less than two weeks duration and during such shutdown, the vacation for eligible employees shall be considered to run concurrently. Provided written notice is given to the Local union prior to April 1, this shutdown may be split into two (2) periods of not less than one (1) week duration, but in no case shall the combined split periods exceed three (3) weeks. In

such cases, local management and the Local may also agree on special rules dealing with vacation eligibility for the subsequent year where one of the mandatory shutdown periods extends into the last calendar week of the year. Exceptions for certain sections or individuals by reason of the requirements of the business shall be at management's discretion. With respect to other scheduled shutdown periods, employees entitled to vacation time in excess of two weeks, may elect to take the time off without pay as though on temporary layoff for lack-of-work and take his/her remaining vacation time off at some earlier or later date including the week immediately preceding or following the shutdown period. Vacations taken at times other than during shutdown periods will be scheduled to conform to the requirements of the business at management's discretion; however, in scheduling such vacations the Company will give consideration to the requests of individual employees for specific time periods for vacation. Such requests will be considered on the basis of seniority and subject to the requirements of the business. For any part of a shutdown period for which an employee is not eligible or does not become eligible for vacation pay during the vacation year, and during which he/she has no work available, he/she will be deemed to be on temporary layoff for lack-of-work.

b. Ineligibility for Income Extension Aid

In the event an employee elects to take time off without pay during a scheduled shutdown period, such employee shall not be eligible for Income Extension Aid for that scheduled shutdown period.

c. Postponement or Division of Vacations

It will not be permissible to postpone vacations from one year to another, or to omit vacations and draw vacation pay allowances in lieu thereof, except with Management's written approval. No vacation shall be divided unless it is of two weeks or more duration, in which case it may, with the consent of the Manager be divided.

It will not be permissible to draw vacation pay allowances in lieu thereof for days not yet earned under the EAYG method of earning vacation.

9. Time of Vacation Payment

Except as otherwise provided in this Article, vacation allowances shall be paid to an employee on or about the last day worked by him/her prior to the beginning of the vacation scheduled for him/her except payments under (6) (c). An employee who earns vacation under the Annual Allotment method and takes his/her vacation prior to the date upon which he/she becomes eligible will receive payment for full weeks (computed in accordance with (7) above) after he/she becomes eligible. Additional day or days for which an employee may qualify later in the year may be taken at the time of the regular vacation and payment for such time (computed in accordance with (7) above) will be made after the employee has qualified.

10. Holiday in Vacation Period

When the vacation period of any employee includes one of the holidays listed in Article VII, an additional day of vacation will be granted with pay if the holiday occurs during the scheduled workweek of the employee. The extra day must be taken immediately before or after as an extension of the vacation, except when a Holiday(s) falls within a shutdown period in conformance with Section 8 of this Article.

11. Death in Family in Vacation Period

When an employee on vacation experiences a death in family which would otherwise qualify the employee for leave under Article XXI, the employee will be entitled to substitute up to two (2) days of death in family leave for days of vacation. Those two (2) days may be subsequently taken as vacation per management approval, or, in the alternative, may be used to extend the vacation period then in progress.

## ARTICLE XVI
## GOVERNMENT REQUIREMENTS

Nothing contained in this Agreement shall be deemed to impose upon either party the obligation to take any action, or refrain from taking any action, in violation of any existing or future law, or rule, regulation or directive issued by a government department or agency.

In the event that any existing or future law, or rule, regulation or directive issued by a government department or agency causes invalidation of any Article or Section of this Agreement, all other Articles and Sections not so invalidated shall remain in full force and effect.

## ARTICLE XVII
## BULLETIN BOARDS

The Company will provide a bulletin board to be used exclusively for the posting of Union Notices pertaining to Lodge 912 (FI) and District Lodge 34. Such notices shall be restricted to:

a. Notices of Union recreational and social affairs;

b. Notices of elections, appointments and results of elections;

c. Notices of Union meetings.

Posting of notices other than as provided for in a. b. and c. above may be cause for withdrawing the posting privilege from the Union.

## ARTICLE XVIII
## GRIEVANCE PROCEDURE

Subject to the provisions of Article **XIX**, 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 Shift Committeeperson. If the grievance is taken up directly or through the Shift Committeeperson 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 Committeeperson 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 Shift Committeeperson.

STEP ONE

When agreement has not been reached through discussion of the grievance with the Supervisor the Shift Committeeperson 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 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 and the Shift Committeeperson for the Union. In general, the Supervisor will give a reply in writing within **seven calendar days**. (Example: If the Committeeperson grieves in writing on Monday, the Supervisor **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** 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** for the area. Upon request, each Committeeperson may have a weekly Step Two Meeting with the **designated HR/UR Representative or Sub-Section 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** 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** (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**) and the Chairperson of the Bargaining Committee with the designated Committeeperson for the Union. Other Committeepersons 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)** and the Chairperson of the Bargaining Committee at the time the agenda is submitted to the Company. 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 **XIX**, 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 XXIV 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 XXIV 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 XIX
## ARBITRATION

1. Any grievance which remains unsettled after having been fully processed pursuant to the provisions of Article XVIII shall, notwithstanding the Company's right to refuse to arbitrate grievances, as reserved in Article XX(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 XVIII, 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;

b. a non-disciplinary termination;

c. a claimed violation of one of the following provisions of this Agreement:

Article II, Union Security,

Article V, **Respectful Workplace,**

Article VI, Hours of Work and Overtime, including violation of provisions on shift transfer, early reporting, reporting back, report-in time, dispensary time, division and charging of overtime, and computation of payments for overtime, but excluding issues pertaining or relating in any way to scheduling of work shifts, shutdowns, overtime, or continuous operations;

Article VII, Holidays;

Article VIII, Differential for Second and Third Shift Employees;

Article IX, Representation;

Article X, Seniority, including violation of the provisions on accumulation of seniority, length of recall eligibility, loss of seniority, computation of seniority and return to the 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 XI, Upgrading;

Article XII, Reduction of Forces, 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 XIII, Lists of Hirings, Layoffs and Transfers;

Article XIV, Continuity of Service - Service Credits, except paragraph 4, thereof;

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 XXI, General Provisions, except as to any issue pertaining or relating in any way to paragraphs (4) and (5);

Article XXIII, Leave of Absence, excluding paragraph 2 thereof;

The Wage Agreement, Progression Schedule,
including violation of the provisions on starting rate and progression increases but excluding paragraph **(3)** of the Wage Agreement, and any issue 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.

2. Any grievance which remains unsettled after having been fully processed pursuant to the provisions of Article XVIII, 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 by 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 the Wage Agreement, except only as provided in paragraph (1) (b) above; (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 the 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 XIX of this Agreement. In any case which involves a warning notice, suspension or discharge-imposed submission of the grievance under the expedited procedure 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 procedure will be applicable only to disciplinary grievances. Both parties must agree to the 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 V 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. **A**ll grievances that the Company and Union agree to arbitrate must have an arbitrator selected within nine (9) months from the date of such agreement to arbitrate and must be arbitrated within eighteen (18)

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 twenty-four (24) months.

8. 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.

## ARTICLE XX
## STRIKES AND LOCKOUTS

1. Neither the Union nor any official of the Union nor any employee will call, sanction, encourage or participate in any strike, sit-down, slow-down, employee demonstration, or any other organized or concerted interference with work during the term of this Agreement. Any individual causing or taking part in any action contrary to the provisions of this Section shall be subject to disciplinary action including discharge at the discretion of the Company.

2. In the event that a grievance which has been processed through all of the respective steps of the grievance procedure as set forth in Article XVIII remains unsettled, and the Company thereafter refuses to arbitrate the grievance, or if the grievance is not arbitrable under the provisions of Article XIX of this Agreement, the Union may call a strike of all the employees whom they represent, but not a sit-down,

slow-down, or any other organized or concerted interference with work, nor a strike of any unit smaller than all of the employees they represent. If the Union in the circumstances set forth in the sentence immediately preceding this shall call, sanction, or encourage a strike among a group of employees which is smaller than the whole Bargaining Unit, such action shall be in violation of this Article and the employees participating in such strike will be subject to discharge.

3. Notwithstanding the above, the Union shall not have the right to strike if the Company has not received written notice of such strike from the Union not less than 24 hours prior to the commencement of such strike and which notice specifies the exhausted grievance(s) over which the strike is being called.

4. The Company shall not "lock-out" employees at any time while their grievance remains unsettled and is being processed through any of the respective steps of the grievance procedure set forth in Article XVIII. This provision shall not be construed to limit the right of the Company to determine and schedule the work force as it requires nor the right to impose discipline prior to or while a grievance is being processed.

## ARTICLE XXI
## GENERAL PROVISIONS

1. Notification of Discipline

When it becomes necessary to inform an employee of a disciplinary action, the employee will be told that his/her Union Representative may be present and his/her representative will be present when requested by the employee.

2. Classified Information

The Union and the employees agree that they will protect the security of classified information and will not reveal such information to any person not specifically cleared for the information by the Government. No persons shall be cleared for such information except where the information is necessary for performance of work desired by the Government. All members of the Union and all employees in the unit are required to comply with all security regulations now in effect or as may be promulgated at the Company's Evendale Plant.

3. Shift Transfer

An employee who desires a transfer to another shift may so advise his/her Supervisor in writing. As openings in his/her classification occur, consideration will be given his/her request along with those of any others in accordance with relative seniority. Such transfers, however, shall not take precedence over the normal upgrading of qualified longer service employees. Exceptions to the above may be made in certain special cases by mutual agreement.

4. Supervisory Employees

Supervisors will not perform work on any job within the Bargaining Unit except in cases of emergency, or when no qualified employee is available, or when instructing an employee, or for purposes of retaining and improving personal proficiency with modern fire-fighting techniques and fire prevention measures.

5. Military Duty

An employee with 30 days or more of service credits, who is called out by the National Guard or the U.S. Reserves to perform temporary emergency duty (other than duty under an order by the President or Congress activating members or units of the Reserves or National Guard) due to a fire, flood, or domestic civil disturbance, or other such disaster attending annual encampments less than 30 consecutive

calendar days or training duty less than 30 consecutive calendar days in the Armed Forces, State or National Guard or U.S. Reserves shall be paid his normal straight time wages or salary, calculated on the basis of a regularly scheduled workweek up to a maximum of 40 hours, which the employee has lost by virtue of such absence. Normal straight time wages or salary will only be paid for the regularly scheduled workdays that fall within the service period(s), for a maximum benefit of 30 paid days in a calendar year. The employee shall also be granted service credits for the entire period or portion thereof during which he/she is absent for such military service.

An employee with 30 days or more of service credits, who is called out by the National Guard or the U.S. Reserves to perform temporary emergency duty (other than duty under an order by the President or Congress activating members or units of the Reserves or National Guard) due to a fire, flood, or domestic civil disturbance, or other such disaster will be entitled to either normal straight-time wages or salary or differential pay for up to the first continuous 8 weeks of temporary emergency duty per calendar year. Any days already taken during the calendar year and paid in full for temporary emergency duty, annual training or encampment will count against the 30 days of scheduled workdays available for normal straight-time wages or salary when absent for emergency duty. Following 30 scheduled workdays of normal straight-time wages or salary up to 40 scheduled hours per week the employee is entitled to differential pay for the rest of the temporary emergency duty leave up to a maximum of 8 weeks. Such military pay differential shall be the amount by which the employee's normal straight time wages or salary, calculated on the basis of a regularly scheduled workweek up to a maximum of 40 hours, which the employee has lost by virtue of such absence, exceeds any pay received for such absence from the Federal or State Government, recalculated to exclude the Government pay applicable to Saturdays and Sundays. Additionally, such items as subsistence, rental and travel allowance shall not be included in determining pay received from the Government. Service credits will also be granted for the length of the leave.

An employee on annual encampment, training duty or performing emergency training duty may not receive a vacation pay allowance and military pay (or a military pay differential) for the same period. An employee who has less than 30 days of service credits may also be absent for the reasons and periods set forth above without deduction of service credits for such absence but shall not be eligible for the military pay differential.

6. Jury Duty or Subpoena Pay

When an employee is called for service as a juror, (whether assigned to the first, second or third shift) he/she will be paid upon proof of service, the amount of straight time earnings lost by him/her by reason of such service, up to a limit of eight hours per day and forty hours per week.

Similar pay as specified above will be granted to an employee who loses time from work because of his/her appearance in court pursuant to proper subpoena, except when he/she is either a plaintiff or defendant.

An employee officially notified that he/she must serve as a juror prior to the commencement of a scheduled vacation, will be permitted to reschedule such vacation. An employee will not receive both vacation pay and jury duty differential for the same period of time not worked.

7. Bereavement Pay

An 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, step grandchild**,** son-in-law, daughter-in-law, parent, step-parent, grandparent, step grandparent **, aunt, uncle,** grandparent-in-law, brother, brother- in-law, sister, sister-in-law, mother-in-law, father-in-law, spouse's brother-in-law, spouse's sister-in-law or legal guardian,

will be compensated, on the basis of his/her average straight time earnings, for the time lost by him/her 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.

8. Sick and Personal Pay

a. An employee with one or more years of service may be paid for reasonable absences as stated in the following table:

| Item | Reason | Maximum Days in Any 12 Month Period |
|---|---|---|
| 1. | Personal Illness | 12 Working Days |
| 2. | Personal Business | **5** Working Days |

An employee is expected to notify his/her Supervisor in advance of the absence whenever possible, in order that the Supervisor may have an opportunity to arrange for a

replacement or to reschedule the work. The Supervisor's approval, as provided herein, will not be unreasonably withheld. Payment will be made only for approved absences. In no event will the payment for hours absent exceed the number of hours in the employee's established regular daily schedule nor will it be in excess of eight hours daily.

Note: Employees must understand that the Personal Illness and Personal Business time is a benefit and is not meant to be used as a means of extending holidays or vacation periods and that their absences on the days immediately before or after holidays or vacation periods will only be paid if the manager is satisfied that the reason for the absence was actually due to personal illness or compelling personal business.

(An absence of five continuous days must be approved by Management before payment (either partial or full) will be made).

b. Such an employee may restore eligibility for Sick and Personal Pay earned and expended in a given year to the extent such pay was expended for an absence that was later determined to be covered by Short Term Disability or Workers' Compensation Benefits by repaying the net amount of pay received in the same calendar year. If an employee is unable to repay because of hardship, management may approve the employee's request to take time off without pay for subsequent absences which would otherwise qualify for payment of Sick and Personal Pay and are within the eligibility schedule set forth in Section 8(a).

c. Effective with births or placements for adoption occurring on or after January 1, 2020, biological or adoptive parents will be allowed paid leave time up to 3 weeks within 12 months of the birth or placement for adoption of a child or children.

(a) Eligibility Criteria:
   (1) 1 year of continuous or acquired service;
   (2) Eligible to participate in a GE medical plan;
   (3) On the active payroll in the U.S. of General Electric Company;
   (4) Not on a leave of absence, other than disability leave for the birth month following the delivery; and
   (5) The biological parent on the birth certificate of a child or children born in the 12 months preceding the leave or the adoptive parent of a child or children under the age of 18 at the time of placement, on the documentation evidencing the adoption placement which occurred in the 12 months preceding the leave. However, leave may be granted to a GE employee in a same-sex relationship when the employee is not the biological or adoptive parent and is living in a place that does not legally permit adoption to same-sex couples.

(b) Use Criteria:
   (1) Cannot be used for unplanned incidental or last-minute absences like staying home with a sick child; other time off benefits may be available in those situations;
   (2) Must exhaust GE Paid Parental Leave before using any additional paid time off (e.g., vacation);
   (3) Runs concurrent with (at the same time as) FMLA and other state or local paid or unpaid leave laws;
   (4) Must be used in full day increments – no partial days or hours.

(c) Payment for Paid Parental Leave
   (1) 100% of an employee's regular straight time hourly rate, excluding overtime, but including Night Shift Bonus for employees who are regularly scheduled on a night shift.

(2) Additional pay is not provided if a designated, paid holiday falls within the same week as the employee's Paid Parental Leave.

(3) Employees impacted by a job loss taking effect during the leave will be placed on a job loss status on the effective date. Unused leave time will not be paid out unless required by law.

9. Temporary Openings

When management declares a temporary opening, the opening will be filled by first asking the senior employees then forcing the junior employee.

## ARTICLE XXII
## ECONOMIC AND CONTRACT ISSUES

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

| DATE | SUBJECT |
|---|---|
| **June 19, 2023** | Uniforms |
| **June 19, 2023** | **Foul Weather Clothing** |
| **June 19, 2023** | **Unpaid Excused Absences** |
| **June 19, 2023** | **Successorship** |

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**. Nothing in this paragraph shall be construed to prevent the Union from filing grievances during the term of this Agreement.

## ARTICLE XXIII
## LEAVE OF ABSENCE

1. An 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 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**.

   Continuity of service will not be broken, but the employee shall not receive continuous service credits for time elapsed during such leaves of absence. Not more than one employee shall have such leave at any one time.

2. The Union will be furnished with a copy of the current Company policy regarding leave of absence. Leaves of absence may be granted to bargaining unit employees in accordance with said policy.

3. At the conclusion of the term of a leave of absence or at an earlier date within the term of the leave, upon notice by the employee, he/she shall be re-employed in accordance with his/her seniority, if he/she is able to perform the work and provided the terms of the leave of absence have been complied with.

4. Employees must give the Company two (2) weeks' notice of their intent to return.

## ARTICLE XXIV
## 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 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.**

(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 “automated office machine” means a device for doing office work which is computer-based, and which includes working process, data processing, image processing, electronic mail or business and engineering graphics devices.

(g) The term "week's pay" as used in this Article XXIV, 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.

(h) 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 a 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 weeks'** advance notice of the specific date of his/her termination.

(b) Severance Pay

(1) An eligible employee whose employment is terminated because of plant closing shall be entitled to Severance Pay in a lump sum, for which he/she is eligible as described below and the full vacation allowance for which he/she might have qualified for the calendar year in which his/her employment is terminated and any other accumulated allowances due him/her, provided that after the announcement of intent to close the plant he/she:

(i) continues regularly at work at the closing location until the specific date of his/her termination, or

(ii) fails to continue regularly at work until the specific date of his/her termination due to verified personal illness, leave of absence, or layoff.

(2) An eligible employee will be similarly eligible for severance pay and his/her full vacation allowance if he/she was laid off or was placed on an approved illness or injury absence prior to the Company's announcement of intent to close a plant and continues on layoff, with protected service, or on illness or injury absence with protected service, until the location's plant closing date.

(3) Also eligible for Severance Pay under this Section 2 (b) are former employees of a closed location who in the period from 18 months to 12 months prior to the location's plant closing date were laid off and who broke service prior to such date. Except as provided in this paragraph, such former employees are ineligible for any other benefits payable to active employees affected by a plant closing. The payment of Severance Pay as described herein shall not serve to restore service or otherwise affect the benefit status of such former employees.

(4) Such employee may request that his date of termination be advanced so that he can accept other employment and the local management shall have unilateral discretion to grant such a request, provided that such request shall not be unreasonably denied.

(5) Notwithstanding the provisions of this Section 2, an employee who is affected by plant closing may elect, prior to the specific date of his/her termination for plant closing, to be placed on lack of work status. In such event, the employee will be paid benefits under Section 4 below, in lieu of any and all of the benefits set forth in this Section 2.

(6) Computation of Severance Pay

(i) An employee with one or more but less than fifteen years of continuous service will, in accordance with the provisions set forth above, be eligible for Severance Pay computed on the basis of one and one-half week's pay for each of the employee's full years of continuous service plus 3/8 of a week's pay for each additional three months of continuous service at the time of termination; provided that the amount of the Severance Pay benefit as computed under this paragraph shall be subject to a minimum benefit equal to four weeks' pay.

(ii) An employee with fifteen or more years of continuous service will, in accordance with the provisions set forth above, be eligible for Severance Pay computed on the basis of two week's pay for each of the employee's full years of continuous service plus one-half of a week's pay for each additional three months of continuous service at the time of termination.

(7) Deferral Election

An employee who elects to receive Severance Pay in a lump sum may elect to defer payment of half or all of the lump sum until the first month of the year following his/her termination because of a plant closing. Once made, such election will be irrevocable. Payment shall be made to the estate of any employee electing to defer payment under this Section 2(b)(7) if such employee dies before payment has been made.

(c) Employment Assistance Program

To assist employees terminated because of a plant closing to find new jobs and to learn new skills, management will establish an Employment Assistance Program following the announcement of a decision to close a plant. The Employment Assistance Program will include job placement assistance and education and retraining assistance.

(1) Job Placement Assistance

(i) Job Placement Assistance will include job counseling as well as job information services. Examples of such services are counseling in job search and interviewing techniques, identification and assessment of skills, and employment application and resume preparation as well as providing employees information on placement opportunities.

(ii) Union involvement will be encouraged in these activities and management may also use the expertise and resources of public and private agencies in providing these services.

(iii) One employee representative designated by the Union will each be paid by the Company at their respective rate then prevailing, for approved absences from work up to a total of eight hours per week to work with management in the establishment and operation of the Employment Assistance Program.

(2) Education and Retraining Assistance

(i) An employee with one or more years of continuous service who is terminated as a result of a plant closing will be eligible to receive Education and Retraining Assistance for courses which contribute to or enhance the employee's ability to obtain other employment provided that the employee begins the course within one year following termination. Courses must be taken at schools which are accredited by recognized national, regional, or state accrediting agencies and may include:

- o Occupational or vocational skill development;
- o Fundamental reading or numerical skill improvement;
- o High school diploma or equivalency achievement; and
- o College level career-oriented courses.

(ii) An employee will be reimbursed up to a maximum of thirteen thousand five hundred dollars ($13,500) for authorized expenses which are incurred within three years following termination provided a passing grade is received in the course. Authorized expenses include verified tuition, registration and other compulsory fees, costs of necessary books, and other required supplies. However, if tuition or other authorized expenses are covered by government benefits, other employers, or scholarships, the Company reimbursement will not apply to that portion covered by such other plan.

(iii) An employee who elects to receive benefits under the Income Extension Aid layoff option in lieu of

benefits under the Plant Closing section of this Article will not be eligible for Education and Retraining Assistance.

(d) Optional Local Plant Closing Termination Agreement

Because the circumstances in plant closings will vary in terms of employment and timing, as well as other considerations, the Union and management may negotiate a Special Agreement covering the plant closing termination procedure for employees represented by the Union. Any such agreement shall be in writing.

3. Retraining and Readjustment Assistance

(a) Rate Guarantee

An employee whose job is directly eliminated by a transfer of work, the discontinuance of a discrete, unreplaced product line, the introduction of a robot, or the introduction of an automated manufacturing machine shall be paid on any job to which transferred or recalled in the plant at a rate not less than the regular hourly rate of the job eliminated for up to seventy-eight (78) weeks immediately following the original transfer or layoff. In the event that an employee is displaced due to a reduction in force within six months of the Company's decision to subcontract work that would otherwise have been performed by the employee had it not been subcontracted, and where such decision did not reduce the number of represented employees performing ongoing work at that time, such subsequently displaced employee shall be eligible for rate guarantee under this Section 3(a), effective at the time of displacement.

(b) Special Retirement Bonus

(1) Election

An employee who is age sixty (60) or older with fifteen (15) or more years of continuous service and is assigned to a job classification which the Company has announced is expected to be directly adversely affected by a transfer of work, the discontinuance of a discrete, unreplaced product line, the introduction of a robot, or the introduction of an automated manufacturing machine may elect to be considered for termination with a Special Retirement Bonus. This election shall be made within fifteen (15) days following the Company announcement of its decision involving the transfer of work, the discontinuance of a discrete, unreplaced product line, introduction of a robot, or introduction of an automated manufacturing machine which is expected to result in the elimination of certain jobs.

(2) Procedure

Eligible employees electing this option will be designated by their seniority for a Special Retirement Bonus. A termination under this option will be effective and the Special Retirement Bonus will be paid when a job in the particular job classification to which the eligible employee is assigned is directly eliminated by the previously announced transfer of work, the discontinuance of a discrete, unreplaced product line, introduction of a robot, or introduction of an automated manufacturing machine, which directly results in a net reduction in the total number of employees working in that same job classification.

(3) Special Payment

This Special Retirement Bonus shall be $20,000.

(4) Indirect Bonus Eligibility

In the event that the number of eligible employees electing this option is less than the number of employees directly adversely affected by the Company's announced action, opportunities to elect Special Voluntary Layoff Bonus under Section 4(c) shall arise, up to the number of positions directly adversely affected by the transfer of work, the discontinuance of a discrete, unreplaced product line, the introduction of an automated manufacturing machine. To be eligible an employee must be in a classification that is reduced due to displacement as a result of an announced Company action described above, and otherwise meets the criteria established in Section 4(c). Such displacement is hereby deemed to be a reduction of force of indefinite duration.

(c) Optional Local Retraining and Placement Agreement

Whenever the Company announces a transfer of work, the discontinuance of a discrete, unreplaced product line, the introduction of a robot, or the introduction of an automated manufacturing machine, the Local Union and local management may negotiate a Local Retraining and Placement Agreement.

(d) Preferential Placement

(1) Eligibility

An employee: (i) eligible for Severance Pay under Section

2, or (ii) eligible for Income Extension Aid ("IEA") resulting from being displaced and subject to layoff in the immediate chain of displacement resulting when a job is directly eliminated by a transfer or work, the discontinuation of a discrete, unreplaced product line, the introduction of a robot, or the introduction of a automated manufacturing or office machine, or (iii) who has spent three (3) months on protected service due to layoff may elect, prior to the employee's termination for plant closing or layoff per (i) and (ii) above, or after three (3) months on protected service due to layoff, and up to thirty (30) days thereafter per (iii) above (except where the laid off employee has elected to receive his/her IEA in lump sum), to be placed in a Preferential Placement status.

(2) Election Procedure

To elect Preferential Placement the employee shall designate up to twelve (12) domestic General Electric Company manufacturing plant, service shop or distribution center locations within the four-year eligibility period on forms provided exclusively by the Company. Effective January 1, 2004, the term “locations” used in the prior sentence shall be construed for the sole purpose of this paragraph to include like locations maintained by GE affiliates participating in the Job and Income Security Plan for Hourly Employees and the Job and Income Security Plan for Nonexempt Employees. This election will not affect an individual’s continuity of service.

Individuals otherwise eligible for Preferential Placement pursuant to Section (d)(1)(i) and Section (d)(1)(ii) above, and who have made this election, will be placed in Preferential Placement status either: (i) on their designated termination date for plant closing, or (ii) on their layoff date. Individuals eligible for Preferential Placement under

Section 3 (d)(1)(iii) and who have made this election, will be placed on Preferential Placement after three (3) months on protected service due to layoff). Individuals otherwise eligible for Preferential Placement pursuant to Section 3(d)(1)(i) or Section 3(d)(1)(ii) above may request, following the conclusion of decision bargaining, that their plant closing, or layoff date be advanced in order to assume Preferential Placement and accept placement prior to their anticipated plant closing or layoff date. Local management shall have unilateral discretion to grant such a request so long as such request shall not be unreasonably denied; provided that employees affected by a plant closing shall have the right to have their plant closing date advanced in order to assume preferential placement and accept placement if their plant closing date has been exceeded by 12 months. If the vacated position must be filled, the Company may utilize temporary services after exhausting the recall list provided, however, no plant closing benefits attributable to the recall will be available. Locations can be added to the employee's list to reach the twelve (12) limit, but no listed locations can be eliminated and replaced or substituted for (even if closed).

(3) Placement Standard

Individuals in Preferential Placement status will be given preference, to the extent practical, over new hires for job openings at the locations designated by them in order of their length of continuity of service when they possess the necessary job qualifications established by the hiring location. The term "necessary job qualifications" shall be applied based on the upgrade standard for jobs above entry level. For entry level jobs in the One Month Progression Schedule the term "necessary job qualifications" shall be the standard a current employee

at the location must meet to be placed in the entry level job.

Notwithstanding the preceding paragraph, Preferential Placement candidates applying for entry level positions in the One Month Progression Schedule with 20 years or more of continuous service shall be provisionally placed in such positions for up to three months. Such candidate must either demonstrate satisfactory progress in performing the entry level duties or perform such duties at a fully satisfactory level by the end of this provisional placement period. Failure to so demonstrate or perform will result in the candidate's removal from provisional placement. The candidate will then continue in Preferential Placement status as if such provisional placement had not occurred. The administrative removal of provisionally placed Preferential Placement candidates shall not be subject to arbitration.

(4) Benefits While in Preferential Placement Status

Except for employees electing Preferential Placement pursuant to Section 3(d)(1)(iii) above, while in Preferential Placement status, an eligible employee will be paid IEA or IEA-type layoff benefits under the procedures set forth in Section 4(b)(1)(i) of this Article up to the amount, as applicable of either; (I) the employee's eligibility for Severance Pay under Section 2(b)(4) of this Article or, (ii) the employee's eligibility for IEA under Section 4(a)(1) of this Article. For those employees affected by a Plant Closing, if at the end of the thirty (30) day period the employee does not elect to participate in Preferential Placement, the amount of Severance Pay available under Section 2, less any amount paid in IEA-type benefits, will be paid in lump sum and the employee

will terminate service. Such payments shall be in lieu of any and all other benefits set forth in the applicable Section 2 or Section 3 of this Article, provided, however, that an eligible employee affected by a plant closing may receive reimbursement for authorized expenses incurred pursuant to Section 2(c)(2) respecting courses registered for within one year, and completed within three years, of the employee's scheduled plant closing date, and an eligible employee electing Preferential Placement from layoff status is eligible to participate in the Individual Development Program. This repayment obligation shall be reduced by the weekly amounts the employee earned under Section 2(b)(4) or Section 4(a)(1) as applicable, based on years of continuous service, for each year of continuous service or seniority previously acquired at the employee's prior work location which the local union has agreed to recognize.

(5) Seniority

Individuals placed or re-employed under this Section 3(d) will have seniority for the purpose of subsequent layoff, recall, upgrading and other seniority purposes at their new location based upon the established seniority procedures and practices at their new location. Once placed through Preferential Placement, an employee will not be eligible for recall to his/her former location except in the event he/she is laid off or terminated by a plant closing at his/her new location. If laid off or terminated due to plant closing at the location at which he/she was placed, recall rights will be reinstated for the remainder of the original recall period. Also, employees who previously accepted Preferential Placement and are currently in a lower tier wage in a facility where the business has established a secondary wage structure for

similar work will have a one-time right to accept recall back to the former location from which they were laid off for the remaining duration of their recall rights. If an employee exercises this right, location seniority will be determined locally.

(6) Relocation Assistance

If an individual who elected Preferential Placement is placed or re-employed under this Section 3(d) within three years from, as applicable, that individual's designated date of termination for plant closing, layoff date, or service break date for those breaking service after twelve (12) months on protected service due to layoff, that employee shall be eligible for reimbursement for substantial reasonable and necessary relocation expenses to the new location up to a maximum of $5,500 for individual employees without dependents or $10,000 for employees with dependents living in the employee's home (as verified by federal income tax returns). An eligible individual who has elected Preferential Placement is eligible for reimbursement of documented expenses up to $350 per visit incurred for the purpose of attending approved selection procedures established by the designated locations.

(7) Residual Benefits

Except for employees electing Preferential Placement pursuant to Section 3(d)(1)(iii) above, if an employee who elected Preferential Placement is not placed or re-employed by the Company within one year from that individual's designated date of, as applicable, (i) termination for plant closing or (ii) layoff, that individual will, as appropriate, be deemed either: to have been terminated as of that individual's respective date of

termination for plant closing and paid the Severance Pay the individual would have received under Section 2(b)(6) if the Preferential Placement status had not been elected, less any IEA-type benefits paid under 4 of this Section 3(d), or break service and be paid any remaining IEA under Section 4(a)(1), less any IEA benefits paid under paragraph 4 of this Section 3(d). If placed or re-employed from Preferential Placement status, weekly IEA-type or weekly IEA layoff benefits need not be repaid in order to restore eligibility for future layoff benefits based on prior service.

(8) Termination of Preferential Placement Rights at a Selected Location

An individual on Preferential Placement shall administratively forfeit placement opportunities at a selected location for repeated failure to make good faith efforts to respond to opportunities for placement consideration. Examples of such failure include:

- Rejecting an interview or offer of employment
- Failing to respond to a scheduled selection procedure without adequate notice

(9) Termination of Preferential Placement Status

Preferential Placement status will terminate upon the earlier of any of the following occurrences:

(i) Recall at the work location that gave rise to the Preferential Placement status prior to placement,

(ii) Placement at a designated Preferential Placement location,

(iii) Acceptance of a job offer and failure to report as scheduled without satisfactory explanation,

(iv) Refusal of three preferential placement job offers,

(v) The lapsing of four years since the election of this status.

(10) Pay Rates at New Location

Individuals placed under this Section 3(d) shall be compensated at the rate structure in effect at the new location. Legacy employees placed at a location with competitive or market-based wages shall be compensated at the location's legacy rate structure if the placed employee's continuity of service exceeds 25 years. As used herein "legacy" refers to a location's rate structure prior to the adoption of competitive or market-based wages or a location's general wage structure if competitive or market-based wages have not been adopted.

Individuals placed under this section 3(d) and thereafter laid off within eighteen months may, notwithstanding normal eligibility requirements, elect Preferential Placement.

4. Income Extension Aid

(a) Computation of Income Extension Aid

(1) An employee with one or more years of continuous service will, in accordance with the provisions hereinafter set forth, have available Income Extension Aid computed on the basis of one week's pay for each of the

employee's full years of continuous service plus 1/4 of a week's pay for each additional 3 months of continuous service at the time of layoff. An employee with at least six months' but less than one year of continuous service will, in accordance with the provisions hereinafter set forth, have available a total of four (4) weeks' pay for Income Extension Aid.

(2) If the amount of Income Extension Aid available to any employee as computed in Subsection (a) (1) has been reduced by payments under any of the options below, then, providing he/she has returned to work from layoff, the total amount available as described in Subsection (a) (1) shall be automatically restored. This Subsection (2) shall not apply where payments have been made under Section 4 (b) (1) (iii) or under Plant Closing Section 2 where the employee is rehired within 6 months of termination, except, that when an employee makes repayments of benefits paid under such Section 4 (b) (1) (iii) or Section 2, this Subsection (a) (2) shall apply when he/she returns to work with respect to a subsequent layoff.

(3) Minimum Benefit

The amount of the Income Extension Aid benefit as computed under Section 4 (a) (1) shall be subject to a minimum benefit equal to 4 weeks' pay**.** An employee laid off while in the process of service restoration under Article XIV, Section 2(c) shall qualify for the minimum benefit so long as his or her total service credits (including credits not yet restored) equal 12 months.

(b) Benefits Available at Layoff

(1) An eligible employee laid off for lack of work may elect from the following:

(i) The employee, while on layoff from the Company and so long as he/she is unemployed, may elect to receive a weekly payment from the Income Extension Aid payable to him/her, in such amounts and upon such conditions as set forth in this subsection.

Prior to the exhaustion of his/her entitlements to federal and state unemployment compensation benefits, the weekly payment shall be in that amount (if any) which, when added to the total federal and state unemployment compensation benefits received for that week, equals seventy- five percent of his/her weekly pay as defined in Section 1(f) for temporary lack of work layoffs and ninety percent of his/her weekly pay as defined in Section 1(f) for announced permanent lack of work layoffs, provided, however, that payment shall be made only if the employee has applied for and received unemployment compensation benefits for that week and only if he/she has provided the Company with satisfactory proof of the total of such benefits received for the week. In the event an employee seeking benefits under this Section 4 is denied unemployment compensation payment in whole or in part, solely because of a disability arising more than 31 days following layoff rendering the employee unable to work, or due to the receipt of public or private retirement income, because of insufficient earnings to establish unemployment compensation eligibility or because unemployment compensation benefits have been

exhausted for the base year, that employee shall be entitled to weekly IEA payment as though there had been no such unemployment compensation disqualification.

After exhaustion of his/her entitlements to federal and state unemployment compensation benefits, the weekly payment shall be in that amount which equals seventy-five percent of his/her weekly pay as defined in Section 1(f) for temporary lack of work layoffs and ninety percent of his/her weekly pay as defined in Section 1(f) for announced permanent lack of work layoffs. Payments shall be made only if the employee certifies that he/she is still unemployed, and they shall continue only until the full amount for which the employee qualifies under Section 4(a) is paid.

Payments (in such amount and upon such conditions as set forth above) may also be made to an employee on layoff while he/she is unemployed and attending a recognized trade or professional school or training course under the GE Individual Development Program, attendance at which makes him/her ineligible for state or federal unemployment compensation benefits.

(ii) In any event, at the end of one year on layoff, or upon termination of continuity of service due to voluntary retirement, any balance in the Income Extension Aid available to him/her not therefore paid will be paid in a lump sum to the employee.

(iii) As a special option, an employee may, with the approval of local management, which approval shall not be unreasonably withheld, elect to

receive the total amount of Income Extension Aid and any vacation or other accumulated allowances due, and at the time of such payment, terminate employment and thus forego recall rights.

(2) Income Extension payments made under Subsections (b) (1) (i) and (ii), above, shall not affect service credits previously accumulated, continuity of service and recall rights. It will not be necessary for an employee to repay any Income Extension Aid payable under said Subsections (b) (1) (i) and (ii) above.

(3) In the event an employee elects, as provided for in Section 7 (a) of Article XV, Vacations, of this Agreement with respect to a scheduled shutdown period, to take the time off without pay as though on a temporary layoff, the employee shall not be eligible for Income Extension Aid for that scheduled shutdown period.

c. Special Voluntary Layoff Bonus

Whenever the Company announces an indefinite reduction in force, a Special Voluntary Layoff Bonus opportunity will exist. To be eligible an employee must be age sixty (60) or older, have fifteen (15) years of continuous service, be in a specific job classification directly adversely affected and must have filed a request to be considered at least fifteen (15) days in advance of the announcement of the indefinite reduction in force. To the extent such requests exceed the number of affected jobs in each classification, selection will be on the basis of seniority. Alternatively, in the event that the number of eligible employees electing this option is less than the number of employees directly adversely affected, secondary opportunities, up to the total number of positions directly adversely affected, shall be available to eligible employees in classifications affected by

displacements resulting from the indefinite reduction in force. Employees selected for a Special Voluntary Layoff Bonus must confirm their acceptance immediately following the Company's offer of the Special Voluntary Layoff Bonus. Employees accepting a Special Voluntary Layoff Bonus will receive a lump sum payment of $20,000 in lieu of any other payment under this Article and will terminate service with the Company.

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 decide 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.**

(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.**

(2) Bargaining

If the Union requests decision bargaining within ten (10) working days following a Company notice **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)** unless the period is extended by mutual agreement. The Company will make a decision whether or not to transfer **or subcontract 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, then the Union may request an additional 30-day Decision Bargaining period within (10) calendar days after expiration of the eighteen (18) month period. 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 is intended to be assigned. 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 decide 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) 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. 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), 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;**

**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 decide 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(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; 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**) 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. **N**otice 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.**

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.

**(b) 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.**

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 rehiring. 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 7, 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 XVIII. 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 XIX thereof, except by mutual agreement.

## ARTICLE XXV
## DURATION OF AGREEMENT

This Agreement shall be effective as of **June 19, 2023**, between the Company and the Union, and shall continue in full force and effect to and **August 17, 2025** and from year to year thereafter unless modified or terminated as hereinafter provided.

## ARTICLE XXVI
## 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 **August 17, 2025**, or prior to **August 17th** 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 **August 17, 2025** following such notice of modification, this Agreement shall continue in full force and effect until the tenth (10th) 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 **August 17, 2025**, or prior to **August 17th** 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 **16th** day of **June** **2023**.

| **INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, LODGE 912 (FI)** | **GENERAL ELECTRIC COMPANY** |
|---|---|
| Scott Rich | Russ Moses |
| Mark Goodhart | Kelvin Tippit |
| Dan Darrell | Jenn Seeling |
| Brad Powers | Peter Hauser |
| Daniel Banium | Shannon Byrne |
| Chris Elliott | Kat Dixon |
| | Pete Christman |

# LODGE #912 (FI)
# 2023 –2025
# WAGE AGREEMENT

This Wage Agreement is entered into this **19th** 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, for itself and in behalf of its Lodge 912 (FI) (hereinafter referred to as the "Union").

The Company will provide general wage and salary increases 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 classifications, job codes, job rate symbols, and equivalent weekly rates are in effect as of June 19**, 2023** and supersede all previous classifications, job codes, job rate symbols and equivalent rates:

a. Wage Rates

| Job Rate | Rate in Effect On **6/19/2023** |
|---|---|
| FI-1 | **1,376.340** |
| FI-2 | **1,394.640** |
| FI-3 | **1,428.400** |
| FI-4 | **1,487.870** |
| FI-5 | **1,570.420** |

4. Starting Rates and Progression Schedules for employees hired on or after **June 19, 2023**.

a. Employees hired on or after **June 19, 2023**, will progress in six (6) month steps to job rate in accordance with the following table:

| Hiring Rate as a Percent of Job Rate | Number of Progression Steps |
|---|---|
| 95 | 1 |
| 90 | 2 |
| 85 | 3 |

**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:**

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

**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. <u>Eligibility</u>:**

**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. <u>"Permanent Job Loss Event"</u> 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 substitute 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. <u>SERO Offset:</u>**

- **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. <u>Effective Date:</u>**

- **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. <u>Age, Service and Contingent Event Requirements:</u>**

- **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**

| AGE | PQS |
|---|---|
| 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 those 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. <u>Procedures for Electing Plant Closing Pension Option:</u>**

- **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. <u>SERO Offset:</u>**

- **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. <u>Definitions</u>:**

- ***"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. <u>Effective Date:</u>**

- **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.**

June **19, 2023**

Mark Goodhart
President of the Bargaining Committee
International Association of Machinists
and Aerospace Workers
Lodge No. 912 (FI)
Post Office Box 62661
Cincinnati, Ohio 45262-0641

**Subject: Uniforms**

Dear Mr. Goodhart:

This will confirm our understanding that the General Electric Company will furnish, at no cost (up to **$525** annually) to the Fire Inspectors, uniforms to be worn by the Fire Inspectors while actively employed on Fire Patrol assignments. Uniforms will include shirts and the Company will dry clean the uniforms.

It is expressly understood that the items of the equipment furnished are the property of the General Electric Company and such items are assigned to the Fire Inspector for the sole purpose of the Company's business and may not be used for any other purpose. Each employee will be fully responsible for these items.

Very truly yours,

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

June **19, 2023**

Mark Goodhart
President of the Bargaining Committee
International Association of Machinists
and Aerospace Workers
Lodge No. 912 (FI)
Post Office Box 62661
Cincinnati, Ohio 45262-0641

Subject: Foul Weather Clothing

Dear Mr. Goodhart:

This will confirm our understanding that the General Electric Company will furnish:

1. An amount of **$250** will be provided to eligible employees between September 1 and September 15 **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 Fire Operators.

3. If foul weather clothing is deemed unusable, it may be replaced if approved by the Area Manager. Any unusable gear deemed to be replaced must be turned in for proper disposal.

New employees coming into the areas designated as eligible to receive the foul weather clothing allowance shall receive the **$250** at the time(s) designated in #1 above.

Very truly yours,

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

**Letter of Intent**

**June 19, 2023**

**Mark Goodhart**
**President of the Bargaining Committee**
**International Association of Machinists**
**and Aerospace Workers**
**Lodge No. 912 (FI)**
**Post Office Box 62661**
**Cincinnati, Ohio 45262-0641**

**Subject: Unpaid Excused Absence**

**Dear Mr. Goodhart::**

**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.**

**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**

## 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 16th day of June , 2023

Russell T. Moses

Russ Moses

Sr. Labor Relations Leader, US

Robert D. Darrell

Robert Darrell

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