

Agreement between

General Electric Company
at Evendale, Ohio

And

Lodge No. 912

International Association of Machinists and
Aerospace Workers AFL-CIO

2023-2025



TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
I.	RECOGNITION	2
	• Scope of Contract	
II.	UNION SECURITY	2
	• Authorization for deduction of dues and initiation fees, or equivalent service charges, and MNPL Fund	
III.	REPRESENTATION	10
	▪ Recognition of Shop Steward system	
	▪ Number of Stewards	
	▪ Recognition of Bargaining Committee	
	▪ Committeepersons contacting Stewards	
	▪ Qualifications of Stewards and Committeepersons	
	▪ Notice to the Company of names of Union representatives	
	▪ Notice to the Union of names of Supervisors	
	▪ Payment to Stewards and Committeepersons and members of the Bargaining Committee for time spent negotiating grievances	
IV.	LEAVE OF ABSENCE	15
	• Time allowed and number of Union representatives	
	• Leave for Bargaining Unit employees	
V.	BULLETIN BOARD	16
	• Restriction of notices	
	• Posting	

VI.	RESPONSIBILITY OF THE PARTIES	16
	<ul style="list-style-type: none"> • Union to represent employees fairly • The Company's right to manage its business 	
VII.	GOVERNMENT REQUIREMENTS	17
	<ul style="list-style-type: none"> ▪ No violation of law, rule, regulation, or directive ▪ Saving clause 	
VIII.	WORKING CONDITIONS.....	17
	<ul style="list-style-type: none"> • Safety inspection - safety devices • Dispensary • Safety committee • Emergency situations • OSHA Inspection • Company paid time 	
IX.	RESPECTFUL WORKPLACE	20
	<ul style="list-style-type: none"> ▪ No discrimination because of Union membership ▪ No coercion of employees by the Union ▪ No discrimination because of sex, marital status, mental disability, etc. 	
X.	HOURS OF WORK AND OVERTIME.....	20
	<ul style="list-style-type: none"> ▪ Workweek ▪ Workday ▪ Overtime payments ▪ Premium payments for employees transferred ▪ Continuous Operations ▪ Early reporting ▪ Call-in Time ▪ Report-in time ▪ Third Shift ▪ Dispensary Time ▪ Division of overtime ▪ Change in schedule 	

XI.	CHARGING OF OVERTIME	28
	<ul style="list-style-type: none"> ▪ Charging rules; scheduling, refusal and acceptance ▪ Reorganized overtime groups ▪ Overtime lists ▪ Charging by week ▪ Hours zeroed first week of each year ▪ Transfers ▪ Probationary employees ▪ Employees removed from payroll and returned to job ▪ Physical limitations ▪ Employees scheduled for layoff ▪ Charging temporary transfers ▪ Employees returning to work on Friday ▪ Employee and supervisors responsibility on phone numbers ▪ Employee request when Company asking 100%. 	
XII.	DIFFERENTIAL FOR SECOND AND THIRD SHIFT EMPLOYEES	36
XIII.	RATES OF PAY	36
	<ul style="list-style-type: none"> ▪ Information furnished the Union and employment ▪ Progression schedule 	
XIV.	HOLIDAYS	38
	<ul style="list-style-type: none"> ▪ Twelve paid holidays ▪ Qualifications for payment ▪ Rate of payment ▪ Observance of holiday's falling on Saturday or Sunday ▪ Continuous operations ▪ Holiday substitution 	

XV.	VACATIONS.....	41
	<ul style="list-style-type: none"> ▪ Paid vacation periods ▪ Eligible requirements ▪ Annual Allotment ▪ Earn As You Go ▪ Determination of paid vacations ▪ Termination of employment ▪ Vacation time for absences of employees ▪ Computation of vacation pay ▪ Scheduling of vacations ▪ Time of vacation payment ▪ Holiday in vacation period ▪ Death in family during vacation 	
XVI.	CONTINUITY OF SERVICE – SERVICE CREDITS	53
	<ul style="list-style-type: none"> ▪ Definition of terms ▪ Loss of Service ▪ Credits and Continuity of Service ▪ When Service Credits are granted ▪ Retirement 	
XVII.	SENIORITY	57
	<ul style="list-style-type: none"> ▪ Definition ▪ Establishment of seniority ▪ Seniority of employees out for illness or injury ▪ Seniority for employees laid off ▪ Seniority in rehiring ▪ Seniority rights while on leave of absence ▪ Company's prerogatives during probationary period ▪ Seniority dates furnished to Union ▪ Rights of employees transferred outside Bargaining Unit 	
XVIII.	REDUCTION OF FORCES - LACK OF WORK	61
	<ul style="list-style-type: none"> ▪ Layoffs or transfers ▪ One week notice ▪ Temporary lack of work situations ▪ Transfer to job 2 steps below job rate ▪ Voluntary layoff ▪ Explanatory Note: Open Requisitions ▪ Job Family 	

XIX.	SENIORITY PREFERENCE FOR UNION OFFICIALS.....	68
	<ul style="list-style-type: none"> ▪ Members of the Bargaining Committee ▪ Officers ▪ Bargaining Committeepersons ▪ Shop Stewards ▪ Seniority rights of such officials ▪ Union to notify Company of new officials 	
XX.	RECALL AND UPGRADING.....	70
	<ul style="list-style-type: none"> ▪ Recall of downgraded or laid off employees ▪ Time limit on notice of recall ▪ Time limit on reporting after notice of recall ▪ Employee's responsibility to inform Company of correct address ▪ Upgrading 	
XXI.	INFORMATION TO BE FURNISHED UNION.....	75
XXII.	GRIEVANCE PROCEDURE.....	76
	<ul style="list-style-type: none"> ▪ Definition of grievances ▪ Steps in grievance procedure ▪ Negotiating responsibilities 	
XXIII.	ARBITRATION	81
	<ul style="list-style-type: none"> ▪ Grievances which may be submitted to arbitration ▪ Grievances arbitrable by mutual consent ▪ Grievances excluded from arbitration ▪ Selection of arbitrator ▪ Authority of arbitrator ▪ Expedited Arbitration 	
XXIV.	STRIKES AND LOCKOUTS	87
	<ul style="list-style-type: none"> ▪ No work stoppage or slowdowns ▪ Right of Union to strike ▪ Lockouts ▪ Terminations 	

XXV.	GENERAL PROVISIONS	89
	<ul style="list-style-type: none"> ▪ Notification of Discipline ▪ Jury Duty or Subpoena Pay ▪ Supervisory Employees ▪ Employee Transfer Request ▪ Plantwide Shift Transfer ▪ Bereavement Pay ▪ Military Duty ▪ Sick and Personal Pay 	
XXVI.	TRANSFERS.....	107
	<ul style="list-style-type: none"> • Temporary transfers of employees 	
XXVII.	ECONOMIC AND CONTRACT ISSUES.....	108
	<ul style="list-style-type: none"> • Settlement of economic and contract issues 	
XXVIII.	JOB AND INCOME SECURITY	109
	<ul style="list-style-type: none"> • Computation of I.E.A. • Benefits available at layoff • Benefits available at plant closing • Vested rights • Lump sum payment non-duplication • Definitions 	
XXIX.	DURATION OF AGREEMENT	145
XXX	MODIFICATION AND TERMINATION.....	145
	WAGE AGREEMENT	147
	<ul style="list-style-type: none"> ▪ General wage increases ▪ Cost-of-living adjustments ▪ Hourly wage rates ▪ Appendix "A" ▪ Hourly Classifications ▪ Job Codes and Job Rate Symbols 	

MEMORANDUM OF AGREEMENT ON
EMPLOYEE BENEFITS 150

IAM LETTERS OF INTENT

Medical Facilities 162

Foul Weather Clothing 163

Electronic ETR System 164

Equal Rated Jobs 165

Unpaid Excused Absences 166

Successorship Letter of Understanding 167

Optional Lay-Off (OLO)..... 168

IAM Hardship Request 175

Workforce Guarantee, Memorandum of Agreement 177

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 No. 912, affiliated with District No. 34 of the International Association of Machinists and Aerospace Workers A.F.L. -- C.I.O. (hereinafter referred to as the "Union").

ARTICLE I RECOGNITION

The Company recognizes the Union as the sole collective bargaining agent for employees assigned to jobs included in certifications issued by the National Labor Relations Board in Cases Nos. 9-RC-470, and 9-RC-471, as amended April 7, 1952, and as interpreted for specific purposes in Cases Nos. 9-RC-2024, and 9-RC-2092.

It is mutually agreed that the Unit includes those employees assigned to the classifications listed in the 2023 Wage Agreement of this Agreement.

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, 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, 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, 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, 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 from 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, 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 Affiliated with District 34 International Association of Machinists and Aerospace Workers service charges (as certified to the Company by the Lodge) and I hereby authorize and direct you to deduct such service charges (equivalent to periodic dues and initiation fees, uniformly required) from my earnings and pay the same for my account to such Lodge. You are hereby authorized to deduct such service charges from my earnings payable each week but if not so deducted in any particular week, you are then authorized to make such deduction from my earnings payable in any subsequent week.

Subject to applicable law, I reserve the right to revoke this authorization by individual notice in writing mailed by registered or certified letter to the Company and Lodge 912 postmarked not earlier than September 21 and not later than September 30 any year during which this Agreement is in effect, or of any year during the term of each succeeding applicable collective bargaining agreement between the parties hereto, or 10 days prior to the termination date of each such succeeding Agreement.

BADGE NO. _____

SIGNATURE OF EMPLOYEE _____

The term "dues or service charges", as used herein, will include only that regular payment required equally of all members, which has been certified in writing to the Company by a duly authorized official of Lodge 912, as the amount designated as membership dues pursuant to

the Constitution of International Association of Machinists and Aerospace Workers Union and the constitution and by-laws of Lodge 912.

Excluded specifically from any authorization of deduction are fines, penalties, contributions, assessments, or similar types of payments.

The parties agree that check-off forms authorized under prior Agreements will be honored by the Company and that the certification by the Lodge of the dues to be deducted under such check-off authorization constitutes an absolute defense to the Company of any claim by the employees or the Lodge that such dues have been illegally assessed or levied.

* * *

(EXPLANATORY NOTE: Notices of revocation of authorization to deduct dues (dues check-off or service charge authorization) shall be sent by registered or certified mail, to **GE Aerospace – Payroll, 1 Neumann Way, Cincinnati, OH 45215**, at any time between September 21 and September 30, both dates inclusive).

* * *

3. Contributions to MNPL Fund

(a) Employee Authorization

The Company agrees to deduct from the pay of each employee voluntary contributions to MNPL Fund, provided that each such employee executes or has executed an "Authorization for Assignment and Check-Off of Contributions to MNPL Fund" 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 MNPL Fund" form for each employee for whom voluntary contributions to MNPL Fund 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 such 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 MNPL Fund 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 (1) above.

(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.

* * *

Authorization for Assignment
and Check-Off of Contributions to the MNPL Fund
International Association of Machinists
and Aerospace Workers.

TO General Electric Company:

I hereby authorize and direct the General Electric Company to deduct from my pay the sum of \$___.00 per week for each week that I receive compensation from General Electric as your employee and to remit that amount to the Machinists Non-Partisan Political League (MNPL) at 9000 Machinists Place, Upper Marlboro, Maryland 20772.

This authorization is voluntarily made based on my specific understanding that:

The signing of this authorization card and the making of these voluntarily contributions are not conditions of membership in the Union or of employment by the General Electric Company.

That I may refuse to contribute without reprisal; and

That the MNPL which is connected with the International Association of Machinists and Aerospace Workers (IAMAW) and AFL-CIO COPE use

the money they receive for political purposes, including but not limited to making contributions to and expenditures for candidates for federal, state and local offices and addressing political issues of public importance. I also understand that my contribution or gift to MNPL is not deductible as a charitable contribution for federal income tax purposes.

This authorization shall remain in full force and effect, however, subject to applicable law, I reserve the right to revoke this authorization by individual notice in writing mailed to the Company.

NAME _____ SSO NO. _____

SIGNATURE OF EMPLOYEE _____

ARTICLE III REPRESENTATION

1. Shop Stewards

- a. The Company recognizes the Shop Steward system as the preliminary agency for negotiating the settlement of any grievance, in regard to wages, hours or working conditions.
- b. The total number of Shop Stewards shall be determined by applying a formula of one (1) Shop Steward for every sixteen (16) employees in the Bargaining Unit. The number of Shop Stewards shall be subject to review upon the request of either the Company or the Union.
- c. Should the number of Shop Stewards exceed the limitations set forth in Section 1(b) above, the Company shall inform the Union in writing. The Union shall thereupon promptly notify

the Company in writing of the revisions in Shop Stewards assignments by such limitation.

- d. The Union shall identify the shift and area of the Plant represented by the Shop Stewards.

2. Committeepersons

- a. (1) The Company agrees to recognize the Bargaining Committee, which shall consist of not more than nine members which shall include the President of Lodge 912, as the agent or representative for negotiating with Company management. The Union may designate one member of the Bargaining Committee as Chairperson who will be free to contact any Committeeperson concerning grievances.
- (2) The Union shall identify the shift and areas of the Plant represented by new Committeepersons and the Company shall place the Committeeperson on an assignment on that shift in that area of the Plant. This may be an addition to or replacement in the area.

In any case where the regular Committeeperson is not working, Management may recognize a Committeeperson from another area solely for the discussion of issues and processing of grievances which may arise during the regular committeeman's absence. If a Committeeperson is going to be off work due to a Company-approved leave (FMLA, short-term disability, Leave of Absence, Military leave, etc.) for thirty days or longer, a temporary Committeeperson may be designated to fill in until the regular Committee person returns.

- b. The Union will not designate more than nine Bargaining Committeepersons (hereinafter referred to as Committeepersons), including the President, within the term of this Agreement.
 - c. Committeepersons will be free to contact any Shop Steward concerning grievances. They will notify their Supervisor before leaving their area, and report to the Supervisor in the area that they are visiting before contacting the Steward and will again report to their supervisor when they return.
3. Requirements Concerning Committeepersons and Stewards
- a. The Committeepersons and Shop Stewards shall be bona fide employees of the Company and must have in excess of six months service credits to be eligible to serve as such. Exceptions to the six months requirement in exceptional cases may be made by mutual agreement.
 - b. The Union agrees to furnish the Company a written list of the names of the Committeepersons and Shop Stewards and the following officers of the Union: President, Vice-President, Recording Secretary, Secretary-Treasurer, three Trustees, Conductor-Sentinel, and the Union agrees to promptly advise the Company in writing of any change in any such office or positions.
 - c. The Company will keep the Committeepersons advised in writing of all temporary and permanent changes in management personnel with whom they meet. The Company will keep the Stewards advised in writing of all temporary and permanent changes in Supervisors of Bargaining Unit employees in their areas.

4. Payment for Time Spent on Union Activities

- a. For time spent by Shop Stewards whose names are furnished under (3)(b) above, during their regular working schedule in processing grievances within the Grievance Procedure, the Company will pay, during each General Electric fiscal week, up to three hours per week. This time may only be used while at the Evendale facility. When an overtime group represented by a Steward is on a regular schedule of six days, forty-eight hours per week, the above allowance will be based on four hours per week.
- b. For time spent by Committeepersons whose names are furnished under (3)(b) above, within their regular working schedule in processing grievances within the Grievance Procedure, the Company will pay during each General Electric fiscal month, up to an amount equal to the number of weeks in such fiscal month multiplied by twenty-four hours per week.

Additionally, the Company will provide up to a total of 16 hours per week to the Committee for benefits related activities, regardless of whether a grievance has been filed. This time must be used solely and specifically for dealing with employee-related benefits issues, training on benefits programs or conducting employee education.

- c. Payment for time spent on grievances under (4)(a), (b) and (e), will be allowed on a weekly basis using the General Electric fiscal calendar. Time not used by Shop Steward in (4)(a) above during any fiscal week may not be accrued for any future time. Time not used by Committeepersons, the President or Chairperson of the Bargaining Committee may be accrued during and until the end of each fiscal month.

- d. The payment for time spent processing and negotiating grievances as provided above is to compensate Union representatives receiving such payments for time lost from their regularly scheduled work shift and will be paid at the current straight time rate of record. Such time as paid above will be considered as time worked for the purpose of qualifying a Union representative for overtime premium pay in accordance with Article X. A member of the Bargaining Committee who is assigned to a second or third shift who attends a Step Three meeting with the Company and is scheduled for overtime work as an extension of his/her regularly scheduled shift on that same day, may with the approval of his/her Supervisor, work such overtime hours during his/her regularly scheduled shift on that same day. In the payment of such hours worked, the actual time spent on that calendar day in a 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 a third shift employee, the next calendar day during his/her regularly scheduled shift. In all other instances Company paid Union time as defined in Article III will be applied to make up hours lost from the employee's regular work shift while on Union business.
- e. For time spent by the President and the Chairperson of the Bargaining Committee, within their regular working schedule engaged in activities on Company property undertaken for the benefit of the Company, the Company will pay during each General Electric fiscal month, up to an amount equal to the number of weeks in such fiscal month multiplied by eight hours per week.

- f. Payment in all cases will be made at the regular rate of pay.
- g. Any additional Company paid time provided for use by Stewards, Committeemen or other union officials for situations not specified in this article must be approved by the Manager of Union Relations for the Company, or their designated representative, prior to any use.

ARTICLE IV 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. No more than four employees 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, the employee shall be reemployed in accordance with his/her seniority, if able to perform the work, and provided the terms of the leave of absence have been complied with.

ARTICLE V BULLETIN BOARDS

The Company will provide bulletin boards to be used exclusively for the posting of Union Notices pertaining to Lodge 912 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 VI 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 in 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.

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 wage 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 VII 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 VIII WORKING CONDITIONS

The Company shall continue to provide systematic safety inspections, safety devices, dispensary, and first-aid facilities to minimize accidents and health hazards within the Shop.

A Safety Committee shall be maintained to facilitate the promotion of safe working practices and the determination and elimination of unsafe working conditions within the plant.

The Safety Committee shall meet as often as deemed necessary, but not less than once per month, for the purpose of discussing safety matters. Inspection tours will be made by Safety Committee teams of not less than two committee members, one of whom shall be a management member, as frequently as necessary to cover the production and maintenance operations once each calendar quarter. The full committee may, if necessary, conduct such an inspection. Immediately following each inspection, a written report shall be prepared, including recommendations as appropriate with a copy to each committee member, and a copy each to the Safety Director and to the Union. Sub-operation managers shall also be notified of any part of the report and recommendations applicable to their sub-operations. Any differences within the Committee may be referred to the regular grievance procedure.

In emergency situations involving alleged working conditions that could jeopardize the employee(s) health and safety, and where discussion between the Supervisor, the Steward and the Committeeperson has not resolved the situation, a Safety Committee team of not less than two committee members, one of whom shall be a management member, shall, without delay, make an onsite inspection. A complete written report together with appropriate recommendations for corrective action, if needed, shall be given to the Company's Safety Director and to the Union.

Whenever an OSHA inspection shall occur in a work area that includes employees represented by the Union, the Safety Committeeperson (or his/her designated union representative) who accompanies the OSHA Inspector as the employees' representative will be paid for time lost from working during such inspection.

Time spent by hourly employees in Safety Committee activities shall be considered as time worked and shall be paid by the Company in accordance with the terms of Article X up to a maximum of twenty hours per such employee per week. Such time as paid above will be considered as time worked for the purpose of qualifying the Safety Committee member for overtime premium pay in accordance with Article X.

A member of the Safety Committee who is assigned to a second or third shift and who receives paid time for activities on an off shift and is scheduled for overtime work as an extension of his/her regularly scheduled shift on that same day, may with the approval of his/her supervisor, work such overtime hours during his/her regularly scheduled shift on that same day. In the payment of such hours worked, the actual time spent on that calendar day in paid time activities will be counted as hours worked for the sole purpose of determining premium pay, if any, applicable for hours worked that calendar day, or in the case of a third shift employee, the next calendar day during his/her regularly scheduled shift.

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

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

The number of Committee members shall be limited to each of the positions listed above; additional positions shall be determined by mutual agreement of the parties. The Union will select and remove employees for the positions above. The Union will direct the work assignments of Shift Committee persons (Nos. 1-3 above). However, the Company will be given the opportunity to interview the proposed candidate(s) and the Company's input into the selection and removal will be given due consideration by the Union. The Company and Union will direct the work of the VPP Coordinator(s) and Program Leaders.

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

ARTICLE IX RESPECTFUL WORKPLACE

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

ARTICLE X HOURS OF WORK AND OVERTIME

1. a. Workweek

The normal workweek shall be five days, eight hours per day Monday through Friday inclusive, except for special schedules to permit continuous operations. Under certain conditions, schedules other than the above may be necessary.

b. Workday

An employee's workday shall be the twenty-four-hour period beginning with the starting time of his/her regularly scheduled shift. His/her Saturday, Sunday or holiday shall similarly be the twenty-four hour period beginning at the starting time of his/her regularly scheduled shift, except that whenever an employee is scheduled to start work on Monday at a newly assigned starting time which is earlier than the starting time of his/her regularly scheduled shift during the preceding workweek, the day (the employee's Sunday) immediately preceding such Monday shall end provided the employee has had a twenty-four hour period of rest prior to the newly assigned starting time.

2. An employee will be paid at the rate of one and one-half times his/her straight time pay for hours worked:

- a. In excess of eight hours in his/her workday;
- b. On his/her Saturday;
- c. In excess of forty hours in his/her workweek.

3. An employee will be paid at the rate of two times his/her straight time pay for hours worked:

- a. On his/her Sunday;
- b. In excess of twelve hours in his/her workday;
- c. Outside his/her regularly scheduled shift on a calendar Sunday.

4. An employee who works on his/her paid holidays listed in Article XIV 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 on his/her holiday or the calendar holiday.
5. 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 (1) results from the failure of another employee or employees to report for work; or (2) is made in connection with a lack-of-work situation; or (3) is made at the employee's request; or (4) is made in connection with an established program of shift rotation; or (5) results from an emergency breakdown of equipment or machinery.
6. Continuous Operations

Special schedules of hours and overtime will apply (1) on jobs which require continuous operation and on jobs requiring continuous manufacturing processes such as those which, for reasons of protection of equipment and material, must be run on a twenty-four hour day and week by week basis, or (2) on process oriented jobs which cannot readily be operated on a non-continuous twenty-four hour day and week by week basis. Existing jobs or processes described in (2), but not currently on continuous

operation as of **Agreement effective date**, may be designated as continuous operations by negotiation and agreement between the Company and the Union. In the case of jobs described in (2), where new operations or processes are developed or established after **Agreement effective date**, the Union will be given thirty calendar days' notice prior to the designation of such jobs as continuous operations.

a. Workday - 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 his/her workweek, and the second scheduled day off, whether or not successive, as the seventh day of his/her 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 his/her workweek and the day immediately preceding as the sixth day of his/her workweek.

b. 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 forty hours in any given workweek;
or

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

- (c) On Saturday or Sunday if either day is not his/her seventh day of his/her workweek; or
 - (d) On employee's seventh day of his/her workweek if such day is neither Saturday, Sunday, or a paid holiday; or
 - (e) On Saturday and Sunday (as a minimum if employee is on a special schedule other than that outlined in (6)(a) 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 XIV 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.

7. a. Early Reporting

- (1) Employees who at any time are told to report prior to, and who continue working into their regular work shift, will be paid time and one half for all hours worked up to the regularly assigned starting time of their work shift.

b. Call-in Time

- (1) Employees who are told at any time to report back for work to be performed after the end of their regular work shift, and who do not continue working into their regular work shift, will be paid pursuant to the applicable provisions of this Article, but not less than the equivalent of four hours pay at their straight time rate. This does not apply to employees who continue to work into their next regularly scheduled work shift.
- (2) Any employees who are told to report for work on a day when they are not regularly scheduled to work shall be paid at the applicable rate but shall receive not less than the equivalent of four hours pay at their regular straight time rate.

8. 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 be applicable when such unavailability of work is beyond the control of the Company.

9. Third Shift

Whenever the Company schedules a third shift, it shall be scheduled as a seven-hour shift with a one-half hour lunch period. Employees assigned to such shifts shall be paid the equivalent of eight hours pay for working six and one-half hours. Continuous hours worked by such employees in excess of six and one-half hours shall be paid for at the rate of time and one-half of the applicable day work rate. For shifts worked on Saturday, Sundays and holidays, no premium will be paid for hours not worked.

10. 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 employees on the work assigned to them. If employees are sent home or to a physician or hospital as a result of such an injury or industrial illness, they will be paid up to the end of their scheduled shift, including overtime for which they were 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 medical facility (clinic, hospital, or doctor), will be paid up to the end of their scheduled shift including overtime for which they were previously scheduled that day.

Note: The subsequent day may or may not be the chronological day following the injury.

- 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.**

11. Division of Overtime

The Company agrees that overtime shall be divided as equally as practicable among qualified employees in each group who perform work in the same classification. It is expressly understood that employees will perform reasonable overtime assignments when requested, except where cases of personal emergency exist.

12. Change in Schedule

The Company will give the appropriate Committeeperson a minimum of one week's notice of any proposed changes in the working schedule and will discuss proposed changes with the appropriate Committeeperson. Any grievance resulting from the establishment of the new schedule will be handled through the regular grievance procedure.

ARTICLE XI CHARGING OF OVERTIME

1. Employees will be charged for all overtime accepted.
2. Employees will be charged on the basis of whole paid hours rather than hours worked. Fractional hours of .51 or higher will be rounded to the nearest whole number. Fractional hours of .50 and below will not be charged.
3.
 - a. There shall be two overtime lists per shift in each overtime group for each classification: one overtime list for overtime hours worked during the normal workweek Monday through Friday, excluding holidays, and another overtime list for overtime hours worked on Saturdays, Sundays, and holidays.
 - b. Employees will be scheduled or asked to work overtime according to the appropriate overtime list with the employee having the lowest number of hours normally being asked first.
4. Overtime hours worked during the normal workweek, Monday through Friday, excluding holidays, will be charged by the week rather than daily and will be posted no later than noon on the Tuesday following the week in which the overtime was worked.
5. Overtime hours worked on Saturdays, Sundays and holidays will be charged by the week rather than daily and will be posted no later than noon on the Wednesday following the week in which the overtime was worked.
6.
 - a. Employees who at any time are scheduled to report prior to, and who continue working into their regular Saturday, Sunday and/or holiday shift, will be scheduled from and charged for all hours worked on the weekend overtime list.

- b. Employees who at any time are scheduled to report prior to and who continue working into their regular workday (Monday through Friday, holidays excluded), or work a shift extension (Monday through Friday, holidays excluded) shall be scheduled from and charged on the weekly overtime list.
 - c. Employees who at any time are scheduled to work a shift extension Monday through Friday, holidays excluded, that will extend into a holiday period, but not the employee's regular holiday shift shall be scheduled from and charged on the weekly overtime list for all such hours, including the applicable overtime premium and holiday premium.
- 7. Employees who at any time are scheduled to work a holiday that is celebrated on a Monday will be scheduled from the same weekend overtime list that is used to schedule employees for Saturday and Sunday overtime immediately preceding the holiday. The overtime hours worked on the holiday will be charged on the same weekend overtime list as the overtime hours worked on the Saturday and Sunday immediately preceding the holiday.
- 8.
 - a. An employee who is temporarily transferred, as provided in Article XXVI -- Transfers, shall not be offered an overtime assignment unless all the employees in his/her classification in his/her new overtime group and all the employees in appropriate overtime groups on other shifts have been asked to work a comparable overtime assignment.
 - b. When the employee is temporarily transferred from his/her overtime group to another overtime group on the same shift, he/she should first be considered for overtime in his/her original overtime group, if in line to work, before (a) above applies.

- c. When the employee is temporarily transferred from his/her overtime group to another overtime group on a different shift, he/she will not be considered for overtime in his/her original overtime group, and only (a) above applies.
- d. When the employee is temporarily transferred within his/her overtime group (i.e., from his/her shift to another shift in the same area) he/she will be offered the opportunity to work overtime and (a) above does not apply:
 - (1) Only after all the employees on his/her temporary shift have had the opportunity to work and additional employees are needed, and only on his/her temporary shift, including weekday and weekend overtime.
 - (2) If he/she is scheduled to work on his/her temporary shift on a Friday, he/she may only be considered for weekend overtime on that shift and not his/her former shift even though he/she is scheduled to return to his/her former shift on the following Monday.
- e. These provisions also apply when employees are temporarily transferred in order to participate in a full-time training program. They are applicable for the duration of such a program and not subject to the thirty-day limitation referenced in Article XXVI -- Transfers.
- f. All of the chargeable overtime the transferred employee accumulates in the new overtime group will be transferred to his/her original overtime group lists upon his/her return.

9. Employees, who for any reason, are permanently transferred to another overtime group shall be charged with the same number of hours as the employee with the greatest number of overtime hours in their classification in the new overtime group and calculated and charged as of the day that they report to that overtime group and shift. Employees will be placed in the proper position by seniority.
10. All overtime lists will be adjusted to zero for all employees on the first Monday following the first full weekend of each new calendar year. Employees will be placed on the zeroed overtime list by seniority.
11. An employee who carries a physical limitation will be placed on the overtime list and will be considered for overtime work if the work to be performed falls within his/her physical limitation. If the work to be performed is outside his/her physical limitation he/she will be informed and shall be bypassed for overtime. The employee shall not be charged for this bypass.
12. An employee will be charged when he/she receives pay for hours that are only due to an overtime by-pass settlement of a written or verbal grievance. Such charged hours will be added to the appropriate overtime list during the week of the second Monday following the written notice to Payroll authorizing such payment. The employee will be charged only if, at the time of the settlement, he/she is in the same overtime group that he/she was in on the date the grievance was initiated, or as otherwise mutually agreed to by the Company and the Union.
13. a. It is understood that, for the purpose of charging of overtime, whenever a Supervisor notifies all employees in a classification in an overtime group that a ten-hour, eleven-hour, etc. shift is scheduled, employees who refuse to work the planned overtime hours outside their normal eight hour day will be

charged on the overtime list for the hours refused provided they are informed of the extended schedule on or before the Friday of the week prior to the starting date of the planned shift.

- b. If a work group is on an announced six- or seven-day weekly schedule (work week) and an employee is absent due to PB/PI or Vacation or a combination of PB/PI and Vacation for the entire six or seven days of that work week, he/she will not be charged for the overtime not worked. If, however, an employee should work any period of time during that six or seven-day work week, he/she will be charged for the entire schedule of overtime worked or not worked. This is provided they are informed of the scheduled overtime on or before the Friday of the week prior to the starting date of the planned schedule.
14. Probationary employees will not be placed on the overtime list until after they have been employed thirty (30) days, at which time they will assume the highest number of overtime hours on the overtime list for their classification in their overtime group.

However, probationary employees may work overtime before they have been employed thirty (30) days, only if all the employees in their classification, in their overtime group, along with all the employees in their classification on the other shifts aligned with that same overtime group, have been asked to work. If the probationary employee works overtime, he/she will not be charged for the overtime hours worked.

15. Employees who have been removed from the payroll for illness or injury shall, upon return to work within the same overtime charging year, be placed on the overtime list with the same hours as when they were removed.

Employees who have been removed from the payroll for illness or injury and who return to work in a new overtime charging year will be placed on the overtime list with zero hours.

16. Employees scheduled to be laid off will not be offered overtime assignments beyond the date of layoff.
17. Overtime lists for in-week and weekend/holiday overtime shall provide the employee's name, badge number, seniority date, classification, overtime hours accepted and charged, overtime hours refused, the total accumulative charged hours year to date and the total accumulative refused hours year to date.
18. When overtime for Saturday and/or Sunday is scheduled prior to Thursday, and an employee who would normally have been offered available overtime is absent:
 - a. Schedule the required number of employees;
 - b. If the absent employee returns to work prior to or on Thursday within 5 hours of their regular scheduled start time, offer them the overtime. If an employee is not there at the time of overtime asking on the clock but is on the clock within 5 hours of start time it is the employee's responsibility to make themselves available.
 - c. If the previously absent employee accepts, cancel the employee with the high overtime hours unless additional overtime is being offered;

- d. if the absent employee returns to work on Friday he/she will not be asked to work the overtime previously scheduled. However, if overtime becomes available on Friday, he/she will be offered the overtime if he/she would normally be considered.
-
- 19. In the event of an employee's absence on the asking day for weekend overtime when the company is asking 100% of the employees in his/her classification on his/her shift, the absent employees may work the weekend overtime provided; 1) the employee informs his/her supervisor that they wish to work the weekend overtime and 2) the supervisor approves the request to work. In no event will employees properly asked and scheduled to work be canceled due to such a request. This section also applies to employees who were properly asked and refused on the asking day. Employees allowed to work will be properly charged for the weekend overtime.
 - 20. When an employee is absent for part of the regularly scheduled shift and subsequently works a shift extension, the employee will be charged the number of paid hours worked outside the regularly scheduled shift.
 - 21. When a recognized overtime group is eliminated, employees assigned to newly created overtime groups will be placed in the proper position by seniority and start with zero hours on the new overtime lists.
 - 22. When a recognized overtime group is separated into two or more overtime groups, an employee's chargeable overtime hours will be carried forward to his/her new overtime group.

23. It is the responsibility of an employee to notify his/her supervisor of his/her correct phone number for the purpose of scheduling overtime and the supervisor is responsible to post it correctly. Only one phone number will be accepted. No beeper or pager numbers will be accepted on call in situations.
24. An employee out of the plant on Company or Union paid time on the asking day for in-week, weekend or holiday overtime will not be asked.
25. Anyone who is granted a temporary **employee** hardship to another shift will not be offered any overtime on their temporary shift until all employees in their classification on all other shifts in their unit have been offered the comparable overtime first.
26. **Anyone who accepts a company hardship to another shift will be asked last for overtime on the company hardship reporting shift.**
27. On in-week and weekend overtime situations, an employee will be given up to, but not longer than 10 minutes within being asked in which to provide an answer. Also, employees must be on the clock within five hours of scheduled start time of that day. If not here at the time of ask, it is the employee's responsibility to make themselves available.
28. **Employees who are granted four or more consecutive hours of paid Personal Illness or Personal Business in a regular workday (shift) within a work week shall have the corresponding hours included in the hours worked for the purposes of determining eligibility for overtime in the same work week.**

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

ARTICLE XII DIFFERENTIAL FOR SECOND AND THIRD SHIFT EMPLOYEES

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 XIII RATES OF PAY

1. The list of hourly occupations, job rate symbols and equivalent hourly rates in effect as of the date of this Agreement at the Evendale Plant are contained in the 2023 Wage Agreement of this Agreement and are a part of this Agreement. Nothing contained in this Agreement shall be construed to prevent the Company at any time from changing the job rate of any of the listed occupations if their content is changed, or eliminating them entirely, or changing their content, or of adding new classifications. No grievance arising out of the application or interpretation of any part of the 2023 Wage Agreement or this paragraph shall be submitted to arbitration.
2. The Company shall furnish the Union with information on changes of:
 - a. All classifications of jobs within the Bargaining Unit;
 - b. Job rates and progression schedules for jobs as covered in (2) (a).

3.
 - a. When an employee is hired, he/she will be given information showing their starting rate, job classification, and progression schedule if any, applying to the job for which the employee is hired. When an employee's job classification is changed similar information will be given to the employee.
 - b. Applicants hired, or employees upgraded, will be started at three (3) steps below job rate, or, in the case of employees upgraded, at their current rate if higher, except those applicants or employees, with experience sufficient to enable them to perform the major functions of the classification after a normal break in period may be started at two (2) steps below job rate. Applicants or employees who are fully experienced on jobs of the kind for which hired or upgraded may be started at job rate but not more than two (2) steps below job rate.

4. An employee will progress from starting rate to job rate, if the job rate is M-19 or below, according to the following progression schedule:

M-11	to	M-12	One	Month
M-12	to	M-13	One	Month
M-13	to	M-14	One	Month
M-14	to	M-15	One	Month
M-15	to	M-16	Two	Months
M-16	to	M-17	Two	Months
M-17	to	M-18	Two	Months
M-18	to	M-19	Two	Months

5. Any further advancement to job rate beyond the above progression will be based on performance, and the job rate will be paid for normal performance.
6. The provisions of (4) above shall not apply to training programs.

ARTICLE XIV HOLIDAYS

Within the term of this Agreement in each calendar year the Company will pay an employee for twelve holidays not worked if they occur during the employee's regular workweek and if the employee meets the requirements listed below. The holidays will be as follows:

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

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

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 fall 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 provisions 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 he/she 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 his/her 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 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 on 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 on 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. 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.
4. 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 an 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 or emergency illness at home, death in the family, jury duty or military encampment, 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 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.

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 employees 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	Vacation
< 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 the Manager shall approve.

b. Extended Illness or Accident

Subject to management approval, an employee who is absent because of personal illness or accident, 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 (1) 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 the Manager. This time may be paid out in multiples of 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 still 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 of 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) Third Shift

The weekly hour-multiplier of an employee who is assigned to a third shift, which is paid according to the provisions of Article X (9), will be forty hours.

(4) 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 XXV(7);
- (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.

(5) 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 the 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)(4) above.

c. Determination of Rate-Multiplier

The rate-multiplier for an hourly employee will be the greater of:

- (1) His/her current rate (including night shift bonus for employees who are regularly scheduled on a night shift and any wage increase adjusted to the number of vacation days affected by such increase); or
- (2) His/her last hourly 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 and the needs of the employees. Employees will make every effort to notify the company 24 hours in advance, if within their power to do so, to schedule incidental days of vacation other than Shutdown. In scheduling such vacations the Company will consider 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 the written approval of the Manager. 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 XIV, 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 XXV, 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 CONTINUITY OF SERVICE AND 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 absences 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 that 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 the Supervisor notified monthly, stating the probable date of his/her return to work.
- (4) Is notified within a year from date of layoff that he/she may return but fails to return or give satisfactory explanation within two weeks;
- (5) Is absent from work without satisfactory explanation beyond the period of any leave of absence granted him/her by the Company;
- (6) Is absent from work for a continuous period of more than one year for any reason other than a leave of absence granted in advance or an absence due to a compensable accident (up to eighteen months).

- b. If the Company reemploys an employee who has lost service credits and continuity of service because of layoff due to lack of work for more than one year, because of absence due to illness or injury for more than one year, or because of termination for transfer to a successor employer, such employee shall have such service credits and continuity of service automatically restored if his/her continuous service at the time of his/her layoff, termination for transfer to a successor employer, or first day of illness was greater than the total length of such absence or if the employee 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 XXVIII Section 4(c) or a Special Retirement Bonus under Article XXVIII Section 3(b); or upon the prorated repayment of any Income Extension Aid under Article XXVIII 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) 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 repayments 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 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 a total of 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/her 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 XVII 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. 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. Seniority for employees on layoff shall accumulate as follows:
- (1) Employees who at time of layoff have less than six (6) months seniority, shall be eligible for recall in accordance with Article XX 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 have six (6) months or more of seniority, shall be eligible for recall in accordance with Article XX for a period of sixty 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 sixty months of continuous layoff, or until retirement (whichever occurs first) they will lose their seniority rights in the Bargaining Unit.
- c. Similarly, in the cases of individuals with the required seniority as in (1)(a) above, absent due to personal illness or injury at the time of layoff and who would have otherwise been laid-off, the same extended recall arrangements will be made if:
- (1) The individual reports promptly to the Hourly Staffing Office for employment upon recovery;
 - (2) The individual's total period of absence due to personal illness or injury has not exceeded their seniority accumulation period as stated in (1)(a), in which case he/she will have his/her name added to the recall list;
 - (3) Length of recall eligibility will be determined by the date the employee would have been laid off and in accordance with Article XVII, Section 1 (b).

- d. Employees who have lost their seniority rights according to (1)(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 illness or injury if (1) he/she reports promptly to the Hourly Staffing Office for employment upon recovery and (2) he/she meets the Company's health requirements.
 - e. Employees who quit, resign, or are discharged will lose their seniority rights in the Bargaining Unit, provided that in the case of an employee who is laid off from the I.A.M. Bargaining Unit and who is subsequently employed elsewhere in the Company, a quit or resignation will not result in loss of seniority rights in the Bargaining Unit. This language does not apply to any employee who is hired in accordance with Article XXVIII, (3)(d), Preferential Placement.
 - f. For purposes of this Article "at time of layoff" shall mean the date of layoff. Recall rights as referred to in this Article shall begin with the day following the date of layoff.
 - g. Nothing contained in Article XVI, Continuity of Service -- Service Credits shall affect or alter the application or interpretation of this Article XVII.
 - h. An employee who is on leave of absence granted by the Company shall accumulate seniority for the term of such leave.
2. a. New employees shall be considered probationary employees until they have been employed for one hundred and eighty (180) days.

- b. The Company may discharge or transfer employees at any time during the probationary period. However, any claim of discrimination in connection with the transfer, layoff or discharge of probationary employees may be taken up as a grievance.
- 3. The Company will furnish the Union with a list showing the seniority date of each of the employees in the Bargaining Unit.
- 4.
 - a. Employees who are transferred to jobs outside the bargaining unit may be returned to their former classification in the bargaining unit in accordance with their total length of seniority during the period up to three (3) months following the first such transfer to a job outside the unit, providing employment continues at the Evendale Plant or one of its offsite locations.
 - b. Employees who were transferred in accordance with (a) above, may be returned to the Bargaining Unit with their accumulated seniority, provided such seniority entitles them to a job in the last classification they held in the Bargaining Unit. In the event the last classification held by such employees is eliminated or not utilized, they will be returned to the next lower classification held which is still being utilized.

ARTICLE XVIII

REDUCTION OF FORCES -- LACK OF WORK

- 1. Whenever it is necessary to lay off or transfer employees due to lack of work, the following procedure shall apply on a plantwide basis:

- a. When a classification is affected by a surplus or displacement where employees in an affected classification are to be displaced or laid-off, employees in the affected classification(s) may request a voluntary lay-off. Requests will be considered by seniority within a classification with the highest rated affected classification given priority. Employees placed on such voluntary lay-off status will only be offered recall to; the classification held at the time of lay-off, an equally rated classification or a higher rated classification. The request must be made at the Hourly Staffing Office by the close of business on the Tuesday following the announced lack-of-work.

In case of voluntary layoffs, the maximum benefits payable by the Company to a volunteer that is not notified of a transfer to a lower-rated classification which is more than two job rate steps below the job rate of the employee's current classification under any article of this Agreement, including Article XXVIII, Section 3(b) or Section 4(c) or from any other Company source, shall be the lesser of \$16,000 or the amount of Income Extension Aid computed under Article XXVIII, Section 4(a).

- b. When a classification within an overtime group is affected by lack-of-work, the employees in that classification with the least seniority that are to be moved to a different shift or lower rated classification will be given one week's notice of transfer or lay off provided those employees retained on this basis are qualified to perform the work. Any employee who is to be laid off for lack of work shall have **two weeks'** notice or **two weeks'** pay at the prevailing weekly schedule of hours at the time of lay off;

- c. Employees downgraded or laid off from a second or third shift for lack of work will receive the ten percent night shift differential for one week provided they have not been given a one week's notice as provided in this Article;
 - d. Every effort will be made to place the affected employees as quickly as possible. However, in the case of those employees who are eligible for transfer on a seniority basis, if the necessary rearrangement of personnel cannot be made in the one-week notice period, the affected employees may be removed from the payroll for lack of work for a period not to exceed two weeks. Thus, least senior employees may remain in the Bargaining Unit for periods not to exceed two weeks;
 - e. An employee who is laid off for an indefinite lack of work period, will be granted his/her remaining vacation allowance at time of layoff. This vacation allowance will be equal to the amount of vacation entitlement to which the employee is eligible at the time of layoff. Seniority will continue to accumulate from the date of layoff as provided for in Article XVII, but there will be no accumulation of service credits as a result of such payment, inasmuch as the allowance will not be applicable to any specific period of time of the layoff.
2. Employees affected who have seniority will be considered for transfer or layoff as follows:
- a. They may transfer to an open job in their present classification or an open job in a classification that is cross-bumpable with their present classification;

- b. If no such open job exists, they may displace the employee with the least seniority in their present classification or the employee with the least seniority in a classification that is cross-bumpable with their present classification;
- c.
 - (1) If their seniority or qualifications or both do not permit them to displace an employee as described above, they may fill an opening in a lower-rated classification that they previously held or an opening in a lower-rated classification that is cross-bumpable with the classification that they previously held;
 - (2) Employees with rights to two equally rated lower classifications which are not cross-bumpable shall fill the oldest open requisition by date in the two classifications (posted manufacturing requisition or "P" requisition). On open requisitions with the same date such employees shall have their option unless the application of this section shall create a surplus in one classification and allow an opening to remain in the other classification;
- d.
 - (1) If their seniority or qualifications or both do not permit them to fill an opening as described in (2)(c) above, they will displace the employee with the least seniority on a job in a lower-rated classification that they previously held or the employee with the least seniority in a lower-rated classification that is cross-bumpable with the classification that they previously held;
 - (2) Employees with rights to two equally rated lower classifications which are not cross-bumpable, shall displace the employee with the least seniority in the two classifications;

- e. Any employee so displaced will be subject to the same entire lay off procedure as the affected employees above;
- f. Employees who are to be transferred to a lower-rated classification due to lack of work, may elect to be laid off for lack of work if such lower-rated classification is more than two job rate steps below the job rate of their current classification. An employee who elects such a voluntary layoff will not be offered recall to any classification at or below the rate level of the positions to which he/she was scheduled to transfer at the time of his/her election to be placed on voluntary layoff status.

An employee so affected may change their status by (1) mailing a certified letter to Hourly Staffing, GE Evendale Plant, Cincinnati, Ohio 45215, specifying therein the rate level to which he/she will accept recall when offered, or (2) coming to the Hourly Staffing office and informing the Staffing Specialist of the rate level to which he/she will accept recall when offered. The weekday following the receipt of the certified letter or the visit to the Hourly Staffing office, the employee will be eligible for recall to any available unapplied openings to the rate level indicated;

- g. The Toolmaker, Machinist and Bench Repair Parts classifications are established as a family. When it becomes necessary to remove employees from the Toolmaker or Machinist classifications due to a lack of work those employees affected by the lack of work may bump down into the Machinist or Bench Repair Parts classifications by seniority whether or not they previously held these classifications.

(EXPLANATORY NOTE: Open requisitions for help will be factored into a reduction in force based on the date and time the approved requisition is received in the Hourly Staffing Office. The senior surplus employee will be applied to the oldest requisition for his/her classification on the same shift and so on until all requisitions are exhausted.)

Every reasonable effort will be made to maintain a surplus employee's shift in filling open requisitions; however, when all requisitions on the same shift are filled, the remaining requisitions will be filled by applying the then senior surplus employee to the oldest remaining requisition for his/her classification, irrespective of shift, and so on until all requisitions are filled.

When approved open requisitions are received in the Hourly Staffing Office after a displacement is published, the displacement as published will be revised by applying the senior employee who is to be downgraded or laid off from his/her classification to the oldest requisition for his/her classification and so on until all requisitions are exhausted. The same shift consideration will be extended as outlined above.

As business needs dictate, the Plant Construction and Rearrangement Operation(s) will absorb all surplus maintenance employees who hold classifications utilized in the Plant Construction and Rearrangement Operation, or else they will displace by seniority as provided in this Article).

3. As business needs dictate, the Plant Construction and Rearrangement Operation(s) may absorb surplus employees.

- a. If the employees are to be utilized in the Plant Construction and Rearrangement Operation(s) on a specific project and/or for an expected, identified length of time, no request for manpower will be generated, and the surplus employees will be placed in the Plant Construction and Rearrangement Operation(s). Extensions may be made by mutual agreement between Company Representatives and Committeeperson.
 - b. If the Plant Construction and Rearrangement Operation(s) elects to increase its workforce and Section 3 (a) of this Article does not apply, then a requisition for manpower will be generated and an Employee Transfer Request will be honored as provided for in the second paragraph of Article XXV, Section 4 (a).
 - c. If the Plant Construction and Rearrangement Operation(s) elects not to absorb the surplus employees they will be displaced by seniority as provided in this Article.
- 4.
- a. In all temporary lack of work situations not to exceed two weeks, employees will be canvassed by seniority for lack of work volunteers within a Supervisor's area and shift, provided the employees retained on this basis are completely familiar with the specific work to be performed during this temporary lack of work period. Employees will be expected to complete certain operations or specific job assignments which have been initiated prior to being sent home on a temporary lack of work basis. Lacking sufficient volunteers, employees having the least seniority will be removed from the classification within the Supervisor's area and shift.
 - b. Employees who temporarily have no work on their regular assignments may be utilized elsewhere in their classification if work is available for them.

ARTICLE XIX
SENIORITY PREFERENCE FOR MEMBERS OF THE BARGAINING
COMMITTEE, UNION OFFICERS, AND STEWARDS

1. On request of the Union:

- a. Members of the Bargaining Committee referred to in Article III (2)(a) 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.

No member of the Bargaining Committee shall be removed from the area he/she represents so long as there is a job in said area in the classification he/she holds. The Union will promptly inform the Company in writing of the area each Bargaining Committee person represents and all subsequent changes in area representation:

- b. The Vice-President of Lodge 912, as identified in Article III (3)(b), shall retain seniority preference during a reduction in force provided:

- (1) Work for which he/she is qualified is available.

- (2) He/she is serving as President of Lodge 912 during the period on or after the date of the announced surplus. This seniority preference shall continue until the return or the replacement of the President of Lodge 912 occurs.

- c. Elected Stewards shall have super seniority over all Bargaining Unit employees in their overtime group. However, if they by virtue of their natural seniority no longer have sufficient seniority to remain physically working within the plant or classification, they shall automatically forfeit their stewardship and be placed in accordance with their natural seniority.
 - d. In applying the above, the Union agrees that such seniority preference does not entitle such members of the Bargaining Committee, Officers, or Stewards to job preference.
- 2. If for any reason an employee ceases to hold one of the official Union positions referred to in (1) 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.
- 3. The Union shall immediately notify the Company in writing whenever a new Official has been elected in any one of the three Union positions listed in (1) above.

ARTICLE XX RECALL AND UPGRADING

1. Recall

In recalling employees who have been transferred to lower rated jobs or laid off because of lack of work as provided in Article XVIII the following procedure shall apply on a plantwide basis:

- a. Whenever there is an open job in a classification, an employee who has previously held a job in that classification and has been transferred to a job in a lower rated classification or laid off will be recalled to such an open job. 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 a laid off employee, or an employee who has been transferred to a job in a lower rated classification, is recalled to an open job in a classification as provided in (a) above, and refuses recall to 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, but will continue to have recall rights to any higher rated classification previously held to which he/she has not refused recall. Once recalled to any higher rated classification the employee re-establishes previous displacement rights to jobs below that classification;

- c. The hourly staffing office should attempt to notify the laid off employee using an appropriate method of communication, which should include registered mail and one other method of communication (phone, email, etc.). If a laid off employee 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 at the last address listed in his/her personnel folder or the notice of recall is returned as undeliverable, the employee shall lose all seniority rights in the Bargaining Unit. An employee who is unable to comply with the above requirements because of verified illness or injury shall retain seniority rights (up to the contractual limit), 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 is unable to report and provides verification of illness or injury.

The employee will then remain on the recall list for future openings. Employees who for any period of time will not be available to accept the notice of recall at the last address listed in their personnel folder should contact the Hourly Staffing Office;

- d. Each employee shall have at all times the responsibility of informing the Hourly Staffing Office of the Company at Evendale, Ohio of his/her correct address by certified or registered mail;
- e. Whenever there is an open job in a classification and there are no employees eligible for recall under the provisions of paragraph a. above, such an open job will be filled under the provisions of Article XX, Section (2).

2. **Equally Rated Classifications and Upgrading**

- a. Except as provided in (1) above, the Company agrees that, in general, **equal rated and** higher rated jobs will be filled by **applicants** within the Bargaining Unit on a plantwide basis. In promoting employees to **equal or** higher rated jobs, ability will be the major consideration, however, when abilities are relatively equal, seniority shall be given preference.
- b. Employees who hold the Machinist classification or who have recall or displacement rights to the Machinist classification will be automatically considered for upgrading to the Toolmaker classification when submitting a bid under Job Opportunity System (JOS).
- c. Employees who hold the Bench Repair Parts or Cutter Grind classification will be automatically considered for upgrading to the Machinist classification when submitting a bid under Job Opportunity System (JOS).

3. **Internal Movement Process**

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

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

- iii. An employee will only be eligible to take the interview/assessment twice, per classification, every 5 years.
- i. Once all upgrades or qualified bids are exhausted and the position is still open, at the Manager's discretion, the position will be posted externally and referred to Preferential Placement.
- j. All new hires and rehires will be eligible to submit an ETR but not eligible to move for any lateral, plant-wide, unit shift change, **equally rated job** or upgrade for twelve (12) months from date of hire. The exception to this rule is if there is a lateral opening with no other active ETRs within the unit, regardless of shift. In that case, the employee will be eligible to move to said opening through the ETR system, prior to going external.
- k. If an employee moves on an upgrade, the employee is in the role for 12 months, unless the employee takes another upgrade or is involuntarily moved. There can be no plant-wide or unit shift change during those 12 months.
- l. If an employee moves on ETR, the employee can move on another ETR after 12 months. The employee can still move on either plant-wide or unit shift change within those 12 months.
- m. **If an employee moves on an equal rated job, the employee can move on another equal rate job move after 12 months or on an ETR after 12 months, unless the employee takes an upgrade or is involuntarily moved. There can be no plant wide or unit shift change during those 12 months.**

- n.** In a calendar year, the employee can move on either a plant-wide or unit shift change. If the employee moves on a plantwide or unit shift change, the employee can also move on an ETR that calendar year.

4. Upgrades and Transfers

Employees who are accepted for upgrades or who are recalled from downgraded status due to reduction in forces will be transferred within the two-week period commencing with the Monday following their notification and confirmation of acceptance.

In the event that the transfer does not occur within the proper period, upon being transferred the employee will be paid a rate differential (his/her proper paid rate for the job to which he/she is transferred minus his/her paid rate in his/her former assignment) for all hours worked in the period of delay. Night shift bonus, if applicable in the former assignment and any overtime hours he/she may have worked in the previous assignment in the period of delay will be included in the calculation. Additionally, where progression is applicable, progression credit will be granted. In such cases the progression period will be construed to run from the third Monday following acceptance and confirmation. Paid rate changes calculated on this basis will be included as applicable in a differential payment.

ARTICLE XXI INFORMATION TO BE FURNISHED UNION

- 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 re-engaged.**

2. The information will consist of the name, seniority date, and occupation of the employee. The Supervisor will give to the Steward 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 XXII GRIEVANCE PROCEDURE

Subject to the provisions of Article XXVII, the Grievance Procedure established by this Article shall be used for the purpose of orderly negotiations between the parties concerning all claims, disputes, or other matters subject to collective bargaining between the parties during the term of this Agreement, whether or not such claims, disputes, or other matters involve the interpretation or application of this Agreement. It is the intent of the parties that such grievances be resolved as quickly as possible and in the area where the claim, dispute, or other matter is brought to the attention of the Company. It is further intended that an effort be made to resolve the claim, dispute, or other matter before institution of the formal Grievance Procedure.

Employees may take up grievances informally with their supervisors either directly or through the Union Steward. If the grievance is taken up directly or through the Steward and a satisfactory agreement is not reached, a formal grievance may be processed in accordance with the formal Grievance Procedure set forth below. Prior to submitting a formal, written grievance, the Supervisor and Steward must complete a joint statement of facts. If the grievance is taken up directly by the employee with the Supervisor, no adjustment will be made inconsistent with the terms of this Agreement, and the Supervisor shall make no adjustment without advising the Union Steward.

STEP ONE

When agreement has not been reached through discussion of the grievance with the Supervisor the Steward may then, and within thirty **calendar** days following the occurrence or having become aware of the situation, condition or action giving rise to the grievance, present the grievance to the Supervisor 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 Steward for the Union. The Supervisor will give a reply in writing within **seven calendar days** to the Steward. (Example: If the Steward 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 XXIII, the Chairperson of the Bargaining Committee may request an arbitrability conference with designated Company representatives. The matter of arbitrability, stipulation of issue to be arbitrated and whether or not such grievance could be "expedited" would be reviewed with the Chairperson, International Representative and one other designated union representative. The written request for such a meeting must be made within ten calendar days following the meeting when the Company's final decision was made with respect to such grievance.

A grievance filed on behalf of a candidate for preferential placement under Article XXVIII which arises solely due to the failure of Company management at a designated location to select such candidate, where such designated location employs no employees represented by the Union, may be filed at the Headquarters level. A grievance filed on behalf of a candidate for preferential placement under Article XXVIII which arises solely due to the failure of Company management at a designated location to select such candidate, where the candidate's original location has closed, may also be filed at the Headquarters level, provided the grievance arises following the original location's plant closing date. The Company shall give its final decision to the Union in writing within a reasonable time after discussions with the Union and an opportunity to investigate the facts.

ARTICLE XXIII ARBITRATION

1. Any grievance which remains unsettled having been fully processed pursuant to the provisions of the Article XXII shall notwithstanding the Company right to refuse to arbitrate grievances, as reserved in Article XXIV (2), be submitted to arbitration upon written request of either the Union or the Company, provided such request is made within thirty days after the final decision of the Company has been given to the Union pursuant to Article XXII, and provided such request directly raises an issue which is either:
 - a. a disciplinary penalty, consisting of a warning notice, a suspension, or a discharge, which penalty is imposed on or after the effective date of this Agreement and is claimed to have been imposed without just cause; or
 - b. a non-disciplinary termination occurring after the effective date of this Agreement; or
 - c. a claimed violation of one of the following provisions of this Agreement:

Article II, Union Security

Article III, Representation;

Article IV, Leave of Absence, excluding paragraph (2) thereof;

Article IX, **Respectful Workplace**

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

Article XI, Charging of Overtime, but excluding issues pertaining or relating in any way to the scheduling of work shifts, shutdowns, overtime, or continuous operations; Article XII, Differential for Second and Third Shift Employees;

Article XIII, Rates of Pay, including violation of the provisions on starting rate, transfer rate, progression and merit increases, but excluding paragraph (1), thereof, and any issues pertaining or relating in any way to the establishment, changing, or elimination of a job classification or a wage rate, or the method by which an employee is paid;

Article XIV, Holidays;

Article XV, Vacations, except as to issues pertaining or relating in any way to the scheduling of vacation shutdown or the scheduling of an employee's individual vacation period;

Article XVI, Continuity of Service-Service Credits, except paragraph (4), thereof;

Article XVII, Seniority, including violation of the provisions on accumulation of seniority, length of recall eligibility, loss of seniority, computation of seniority and return to Bargaining Unit, but excluding any issue pertaining or relating in any way to a determination, or the Company's right to determine, that a lack of work situation exists;

Article XVIII, Reduction of Forces - Lack of Work, but excluding any issues pertaining or relating in any way to a determination, or the Company's right to determine, that a lack of work situation exists;

Article XIX, Seniority Preference for Union Officials; Article

XX, Recall and Upgrading;

Article XXI, Information to be Furnished Union;

Article XXV, General Provisions, except as to any issue pertaining or relating in any way to paragraphs (3) and (6);

2. Any grievance which remains unsettled after having been fully processed pursuant to the provisions of Article XXII, and which involves any issue not included among those specified as subject to arbitration in paragraph (1) of this Article, may be submitted to arbitration only if the Company and the Union first mutually agree in writing to do so.
3. If, within ten days following the request for arbitration of such a grievance, the Company and the Union cannot mutually agree upon an arbitrator, they may jointly request the Federal Mediation and Conciliation Service to submit a panel of seven names, **all of whom must be members of the National Academy of Arbitrators**, from which an arbitrator shall be chosen. Upon receipt of such panel, representatives of the Company and the Union shall strike in alternate turn one of the names from the panel list until six names have been so struck, whereupon the arbitrator whose name remains shall be deemed to be the arbitrator selected by mutual agreement of the parties. A second panel may be requested by mutual agreement of the parties.

4. The award of an arbitrator so selected upon any grievance so submitted to him/her shall be final and binding upon all parties to this Agreement. The arbitrator shall have no authority to add to, detract from, or in any way alter the provisions of this Agreement. In addition, and notwithstanding any contrary provision of this Article, no issue shall under any circumstances be subject to arbitration if it pertains or relates in any way to: (i) the establishment, administration, interpretation or application of Insurance, Pension, or other Benefit Plans in which employees covered by this Agreement are eligible to participate, or the Wage Agreement of this Agreement; (ii) the establishment, elimination or change of a job classification or wage rate; (iii) the right of the Company to make or change employee work assignments; (iv) the assignment of work to, or the performance of work by, persons outside the bargaining unit; (v) the sub-contracting of work; or (vi) the provisions of Article I or Article XXIII of this Agreement. In any case which involves a warning notice, suspension or discharge imposed because an employee has refused to perform an assigned task, the arbitrator shall be entitled to determine the propriety of the penalty but shall not have authority to question or rule on the obligation of the employee to perform the task.
5. The fees and expenses of the arbitrator, as well as the cost of furnishing the hearing room, shall be borne equally by the Company and the Union.
6. Expedited Arbitration
 - A. Expedited arbitration will be applicable only to disciplinary grievances. Both parties must agree to the submission of the grievance under the expedited procedure and either party may elect not to submit any disciplinary grievance to arbitration under the expedited procedure.

- B. The submission to **expedited** arbitration must meet the following criteria:
1. There is no procedural question such as arbitrability or due process; and
 2. There is no claim alleging discrimination in violation of Section 3 of Article IX of the Agreement between the parties; and
 3. The only issue in a discharge or discipline case is whether the discharge or discipline was imposed for just cause.
- C. In an **expedited** arbitration case between the Company and the Union which is limited to a disciplinary penalty other than discharge, the following rules will apply:
1. There shall be no transcript of the hearing.
 2. There shall be no post hearing briefs or other written arguments by the parties.
 3. There shall be a thirty (30) minute recess before any closing oral arguments by the parties. Each party shall be limited to thirty (30) minutes for closing oral arguments followed by no more than fifteen (15) minutes for rebuttal following closing arguments.
- D. In any **expedited** arbitration case between the Company and the Union which involves the disciplinary penalty of discharge, the following rules will apply:
1. There shall be no transcript of the hearing.

2. Post hearing briefs may be submitted by either party; however, the intent by one party to submit a post hearing brief must be communicated to the other party prior to the closing of the hearing. Post hearing briefs shall be submitted within ten (10) working days following the close of the hearing.
 3. In the event that the parties decide not to submit post hearing briefs as outlined in (2) above, there shall be a thirty (30) minute recess before any closing oral arguments by the parties. Each party shall be limited to thirty (30) minutes for closing oral arguments followed by no more than fifteen (15) minutes for rebuttal following closing arguments.
- E. The arbitrator shall give an Award without an opinion. The Award shall consist of a summary statement of no more than two (2) pages which sets forth the basis of the Award. The arbitrator shall render such Award within two (2) weeks after the closing of the oral hearing in those cases where no post hearing briefs are involved.
- In those cases where the parties elect to submit post hearing briefs as outlined in (D) (2) above, the arbitrator shall render an Award within two (2) weeks following the receipt of the post hearing briefs.
- F. Awards rendered under this procedure are non-precedential and cannot be cited in any future cases.
7. The fees and expenses of the arbitrator, as well as the cost of furnishing the hearing room, shall be borne equally by the Company and the Union.

The powers of an arbitrator shall include the authority to render a final and binding decision with respect to any dispute brought before him/her, including the right to modify or reduce or rescind any disciplinary penalty, as defined above, imposed by the Company, but excluding the right to amend, modify or alter the terms of this Agreement. Individuals who are covered by this Agreement do not have the right to invoke the arbitration procedure on their own initiative. The arbitration procedure can only be invoked by the Company on its behalf or the Union on behalf of the employees.

8. All grievances that the Company and Union agree to arbitrate must have an arbitrator selected within (12) twelve months from the date of such agreement to arbitrate and must be arbitrated within (18) eighteen months of the agreement date to arbitrate. In the event that the Union and Company mutually agree to arbitrate a case which is arbitrated outside this time limit, the maximum liability involving any back pay from the Company shall be capped at (24) twenty-four months.

ARTICLE XXIV 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, slowdown, employee demonstration or any other organized or concerted interference with work during the term of this Agreement except, as provided in Section 2 below. 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 XXII remains unsettled, and the Company thereafter refuses to arbitrate the grievance, or if the grievance is not arbitrable under the provisions of Article XXIII of this Agreement, the Union may call a strike of all the employees whom they represent, but not a sit-down, slowdown, 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 XXII. 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 XXV 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. Jury Duty or Subpoena Pay

When an employee is called for service as a juror, (whether he/she is 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 pay for the same period of time not worked.

3. Supervisory Employees

Supervisors or salaried employees will not perform work on any job within the Bargaining Unit except in cases of emergency or when instructing an employee.

4. Employee Transfer Request

An employee who desires a transfer to a different shift in his/her present area (overtime group), to a different shift in a different area (overtime group) or to the same shift in a different area (overtime group) may so indicate his/her desire by submitting his/her request via the Employee Transfer Request (ETR) form to the Hourly Staffing Office. As openings originated by Manufacturing within his/her classification occur on a plant-wide basis which are to be filled by surplus (except for employees electing SERO, SVLOB or VLO), recall, upgrading or hiring, active employees with ETR requests for the area and shift will have their ETR automatically honored by seniority.

Employees will have the ability to update their ETR in the JOS at any time. Upon receipt of a requisition Hourly Staffing will run the transfer report within 24 hours. All ETRs will expire on December 31st of each year and must be resubmitted to be valid after this date. An employee selected to move on an ETR will be required to move.

The Company shall honor all applicable ETRs in the classification where the original opening occurred when filling the original opening only.

The senior employee with an ETR for the area and shift of the opening(s) will be applied to the oldest open requisition by date and time stamp.

In the case of a surplus employee(s), which in turn permits a senior employee(s) to elect a SERO, SVLOB or VLO, the senior surplus employee will replace the senior employee electing SERO, SVLOB or VLO. Surplus employees over and above the need to cover employees electing SERO, SVLOB or VLO will not be applied to any opening(s) originated by manufacturing without first honoring all ETRs triggered by the oldest remaining opening originated by the Hiring Manager.

An employee so transferred will not be considered for another such transfer for a period of one year from the date of the transfer and no employee will be given more than one such transfer in any one rolling year.

An employee transferred on the basis of an Employee Transfer Request (ETR), who thereafter is involuntarily transferred from that overtime group and/or shift to a different overtime group and/or shift may submit a new employee transfer request (ETR). Such request will then be considered in accordance with relative seniority without regard to the one-year period provided such request specifies the reason for the new request and includes the dates of the transfers involved.

An employee's transfer request is voided when he/she is transferred on the basis of an employee transfer request, changes classifications, or is placed on layoff.

Employee Transfer Requests on file will be honored before an employee promoted from the Bargaining Unit may be returned.

5. It is the understanding of the parties that:
 - a. An employee moved off his/her shift involuntarily will be allowed to request a shift transfer to his/her former shift within his/her new unit without limiting his/her right to request another shift transfer as provided above. This request must be made in writing to the unit manager within one week after arrival in the new unit, and will be considered provided there is a less senior employee on his/her former shift at the time of, or within thirty calendar days of his/her arrival in the new unit and the transfer will be made within fourteen calendar days following the arrival of the less senior employee or the date of the request if a less senior employee is present in the unit on the shift in question at the time of his/her arrival in the unit. The request of the

involuntarily moved employee will be considered if no senior employee in the area requests the same shift as the involuntarily moved employee was placed, as noted in (b) below.

- b. An employee who is senior to a surplus employee applied to an opening in his/her unit [as in (a) above] may be allowed to displace the less senior employee applied to the opening, provided he/she requests in writing to the unit manager such displacement within one week after the arrival of the surplus employee, and he/she will be moved within thirty calendar days.
 - c. If (b) above does not occur following the arrival of the surplus employee and the surplus employee exercises his/her right to a shift change in accordance with (4)(a) above to return to his/her former shift, a request of an employee on his/her former shift will be honored rather than requiring a less senior employee to change shifts.
6. Employees interested in changing shifts on a plant wide or unit basis will have one (1) opportunity each calendar year to move on either a plant wide shift change, or a unit shift change, but not both.
- (A) Anytime during the two (2) weeks preceding the first Monday in fiscal April of each year, active employees may submit to the Hourly Staffing Office their request to move and/or displace, seniority permitting, on a unit wide basis to the shift of their choice.

- (1) Unit shift change requests must be submitted on the appropriate form and once submitted the employee will be required to move to the shift identified by the Hourly Staffing Office, seniority permitting. The moves will first be determined by switching the most senior employees with corresponding unit shift changes on file and then by allowing a senior employee with a unit shift change on file to displace a junior employee on the shift the senior employee is requesting.
- (2) The unit shift change will take place on the third Monday in the fiscal month of April unless a different date is mutually agreed to by both the Company and Union. Employees will be notified of their new shift starting time.

Management will not move employees 2 weeks prior to nor after the date of the unit shift change.

- (3) Employees who have their unit shift change request honored will not be considered for another such transfer (unit shift change or, plant wide shift change) the remainder of that calendar year.
- (4) Any employee due to move on the unit shift change who is absent on the move date will report to his/her new shift immediately upon return to work or re-engagement.
- (5) All requests, whether honored or not, are void after the unit shift change move date identified above and employees must submit a new request as identified in (6)(A) in order to be considered for future unit shift changes.

(B) Similarly, anytime during the two (2) weeks preceding the first Monday in fiscal May of each year, active employees may submit to the Hourly Staffing Office their request to move and/or displace, seniority permitting, on a plant-wide basis to the shift of their choice.

- (1) Plant wide shift change requests must be submitted on the appropriate form and once submitted the employee will be required to move to the shift and area as identified by the Hourly Staffing Office, seniority permitting. Employees requesting a plant-wide shift change will not be given a choice of areas.
- (2) All timely requests for a plant wide shift change will be placed in seniority order. Moves will be determined by first checking for a senior corresponding request and then by checking for a junior employee on the shift requested.
- (3) The plant wide shift change will take place on the third Monday in the fiscal month of May unless a different date is mutually agreed to by both the Company and Union. Employees will be notified of their area and shift starting time.

Management will not move employees 2 weeks prior to nor after the date of the plant wide shift change.

- (4) Any employee due to move on the plant wide shift change who is absent on the move date will report to his/her new shift and area immediately upon return to work or reengagement.

- (5) All requests, whether honored or not, are void after the plant wide shift change move date identified above and employees must submit a new request as identified in (6)(B) in order to be considered for future plant wide shift changes.

7. Bereavement Pay

An hourly paid employee who is absent from work solely because of the death and funeral of his or her spouse, child, stepchild, stepbrother, stepsister, foster child (if living in the employee's home), grandchild, step grandchild son-in-law, daughter-in-law, parent, stepparent, grandparent, step grandparent, **aunt, uncle**, grandparent-in-law, brother, brother-in-law, sister, sister-in-law, spouses brother-in-law, or sister-in-law, mother-in-law, father-in-law, or legal guardian will be compensated on the basis of his/her average straight-time earnings, for the time lost by him from his/her regular schedule by reason of such absence, for three days for each such absence and up to eight hours per day. In the event of death of the employee's spouse, child, parent or stepparent, stepchild, foster child, grandchild, or legal guardian, an additional two days paid absence (up to eight hours per day) shall be allowed. For the purposes of this provision, a same-sex domestic partner (as that term is defined in the GE Life, Disability and Medical Plan) shall be considered the equivalent of a spouse. This provision shall also apply to the deaths of comparable family members of the same-sex domestic partner.

If the death of anyone identified above occurs prior to the commencement of a scheduled vacation, an employee will be permitted to reschedule such vacation. An employee will not receive both vacation pay and pay per the above paragraph for the same period of time not worked.

8. 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 work days 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 the 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.

The Company will give the Union a copy of the current Company policy relative to employees entering the Armed Forces insofar as it relates to employees in the Bargaining Unit.

9. Sick and Personal Pay

- a. An employee with one or more years of continuous service, absent because of (a) Personal Business, or (b) personal illness for which weekly disability benefits are not payable under the General Electric Insurance Plan, or under Workmen's Compensation, will be paid Sick and Personal Pay for each absence of an hour or longer, up to the number of hours applicable in accordance with the following schedule:

CONTINUOUS SERVICE	MAXIMUM HOURS OF SICK AND PERSONAL PAY EACH CALENDAR YEAR
1 through 14 years	24 hours
15 through 24 years	32 hours
25 years and over	40 hours

Sick and Personal Pay for absences of an hour or longer shall be compensated based on the actual scheduled hours of work during which the employee was absent, not to exceed the above maximums based on continuous service.

An employee may seek approval from his/her manager to utilize Sick and Personal Pay for absences due to an observed holiday or temporary layoff. Management approval, as provided herein, will not be unreasonably withheld. 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.

With respect to the calendar years in which an employee will reach a continuous service anniversary that triggers the attainment of initial or incremental sick and personal pay maximum hours per the schedule herein (i.e., continuous service years 1, 15, and 25), the employee will have available the initial (year one) or incremental (years 15 and 25) hours as of January 1 of that calendar year.

b. Accumulation of Sick and Personal Pay

An employee who has any unused Sick and Personal Pay remaining at the end of a calendar year may elect during the Open Enrollment Period of each year to accumulate such unused Sick and Personal Pay, up to a maximum of two hundred and forty (240) hours, and have such pay carried forward to the following calendar year for use in the event of approved absences. Absent such an election, all unused Sick and Personal Pay attributable to the current year will be paid as an allowance in February at the rates in effect during the pay period including December 31 of the prior calendar year including, if applicable, night shift bonus for employees who were regularly scheduled on a night shift. Notwithstanding anything to the contrary in Section a, an employee who is otherwise eligible for short term disability benefits under the GE Life, Disability and Medical Plan may be retained at full pay during an extended absence due to

illness or injury, to the extent possible, by combining any accumulated pay under this section with Short Term Disability benefits. 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 a.

c. Rate of Pay

The rate of pay applicable to absences covered under this Article will be the current normal straight time hourly earnings in effect at the time of the absence including night shift bonus for employees who are regularly scheduled on a night shift.

d. Maximum Hours

- (1) The maximum Sick and Personal Pay hours payable for any one day of approved absence will be the number of hours in the employee's established regular daily schedule for the day of absence not to exceed his/her total eligibility.
- (2) The maximum hours of Sick and Personal Pay payable to an employee in a calendar year will be the maximum number of sick and personal pay hours based on the employee's continuous service as stated in Section a.
- (3) An employee working a regular daily schedule of not less than six (6) hours shall receive Sick and Personal Pay based on his/her regular daily schedule up to the Maximum Hours for which he/she is eligible under the table in Section a.

e. In addition, any unused Sick and Personal Pay up to a maximum of 240 hours carried over from the preceding calendar year, will be available for payment of approved absences.

- f. When the hours of an employee's established regular daily schedule are changed to less than six (6) hours per day during the course of a calendar year, the maximum sick and personal pay hours payable to such employee for that calendar year will be adjusted by determining the proportion of the maximum sick and personal pay hours used by the employee prior to such change, (based on the regular daily schedule of work hours in effect before the change) and then reducing by the same proportion the employee's revised maximum hours based on the regular daily schedule of work hours in effect after the change.
- g. When an employee is terminated because of a plant closing or the sale of a business to a successor employer and the successor employer does not have a similar Sick and/or Personal Pay benefit, the employee will receive an allowance in lieu of any unused sick and/or personal hours. Similarly, an allowance in lieu of any unused sick and/or personal hours will be paid if an employee retires, dies, breaks continuity of service due to layoff, or is approved for a leave of absence of twelve months or more. Such allowance will be paid the earlier of termination or twelve months following removal from active payroll.
- h. 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
- (6) 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.

10. Reorganization of Work Groups

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

A reorganization within a recognized unit requiring a change in the number of employees assigned to a particular shift or shifts will be accomplished as follows:

A. Unit Re-organization

- a. For already established shifts, ask the most senior employees across the heavy shift, or shifts in the overtime group for the initial openings on the light shift or shifts. When adding a new shift but not increasing the headcount, employees will be asked by seniority across all existing shifts in an overtime group until the new shift is filled.**
- b. If a sufficient number of employees are not obtained as explained in (a) above, force the junior employee(s) on the affected shift(s) to the initial openings.**
- c. If after applying (i.) and (ii.) above and it is necessary to balance out the workforce by further rearrangement, first consider the most senior employee(s) on the affected shift(s) for transfer and then force the junior employee(s) from the affected shift(s) to accomplish the unit reorganization.**

For these purposes, it is understood that the following definitions apply:

"Initial Openings" - Openings that are created on a shift(s) to absorb the employees being reduced from another shift(s).

"Affected Shift(s)" - The shift(s) on which the number of employees is being reduced.

"Unit" - The work unit from which employees are surplus and in which overtime is scheduled.

- B. When a recognized group within a unit is assigned to another unit, or physically relocated and assigned to another unit, employees in that group will remain on the same shift in the new unit. If it becomes necessary to realign the number of employees on each shift after the change is made, this will be accomplished according to the unit rearrangement procedure as indicated in A. above.**
- C. When two or more units or groups are combined into one, employees in such units or groups will remain on the same shift in the new unit or group. If it becomes necessary to realign the number of employees on each shift after the change is made, this will be accomplished according to the unit rearrangement procedure as indicated in A. above.**
- D. When it becomes necessary to split/reorganize a group or unit each area will be staffed by allowing employees area preference on their shift by seniority. Second and third choice will be allowed when applicable. It is understood that when a particular area is completely staffed, those junior employees who preferred that particular area will be placed according to their second choice and so forth until each area is completely staffed.**

- E. When a recognized overtime group having more than one work area, finds it necessary to permanently move employees from one work area to another work area within the overtime group, the Company will first notify the appropriate stewards and committeeman of the proposed permanent move along with adequate reasons and need for such move. The move will then be accomplished by asking the senior employees first and then forcing the junior employees to move.**

Only employees on the affected shift(s) and area(s) will be moved. This procedure will not apply when the move is of a temporary nature, such as a work assignment.

- F. Other reorganizations not covered by this language, will be discussed with the appropriate Committeeperson prior to implementation.**
- G. When necessary, overtime hours will be adjusted as referenced in Article XI - Charging of Overtime, Sections 21 and 22.**

11. Borrowing of Employees

Whenever there is a request to borrow employees from another overtime area, absent a need of special skills in either the borrowing or loaning area, or other limitations such as "B" Physicals, the employees to be loaned will be identified by asking the senior employees in the classification (when possible) to be loaned and then forcing the junior employees until the numbers to be loaned are met.

Recognizing that employees may be borrowed on straight time at any time, this is meant to be utilized when addressing urgent/emergency needs of the business (to include absences) and it is not meant to create overtime needs in the loaning area. Absent urgent/emergency needs of the business, management shall utilize/exhaust the unit overtime list before borrowing employees from another overtime group. Employees loaned out on such a daily basis will still be eligible for overtime in their original group. Employees loaned on a weekly or longer basis shall be asked and charged overtime in accordance with Article X, Section 8, Hours of Work and Overtime.

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

ARTICLE XXVI TRANSFERS

An employee may be temporarily transferred within his/her classification not to exceed thirty days for any of the following reasons: need of special skills, job training, employee hardships, to reduce the need to sub-contract and to supplement an area's needs due to absences. In the event of a need to temporarily transfer an employee for more than thirty days, the situation will be discussed with the Bargaining Committee in advance of the transfer and such transfers will not be made absent mutual agreement of the parties.

In temporary lack of work situations, only Article XVIII -- Reduction in Forces -- Lack of Work, will apply.

ARTICLE XXVII ECONOMIC AND CONTRACT ISSUES

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

DATE	SUBJECT
June 19, 2023	Medical Facilities
June 19, 2023	Foul Weather Clothing
June 19, 2023	Electronic ETR System
June 19, 2023	Equal Rated Jobs
June 19, 2023	Unpaid Excused Absences
June 19, 2023	Hardship Letter
June 19, 2023	Successorship
June 19, 2023	Workforce Guarantee

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 XXVIII

JOB AND INCOME SECURITY

1. Definitions

- (a) The terms "plant closing" and "to close a plant" mean the announcement and carrying out of a plan to terminate and discontinue either all Company operations at the Evendale, Ohio plant or those Company operations at the Evendale, Ohio plant which would result in the termination of all employees represented by the Union when these employees do not have displacement rights.

Such terms do not refer to the termination and discontinuance of only part of the Company's operations at the Evendale Plant, except as specifically provided in the paragraph above, nor to the termination or discontinuance of all of its former operations coupled with the announced intention to commence there either larger or smaller other operations. Any employees released by such latter changes will be considered as out for lack of work and will be subject to provisions applicable to those on layoff. Also, such terms do not refer to the transfer or sale of such operations to a successor employer who offers continued employment to Company employees. Company employees who are not offered continued employment by the Company or by the successor employer will be considered as out for lack of work and will be subject to provisions applicable to those on layoff.

- (b) The term "plant closing date" means the day when benefits for and terminations of represented employees begin because of a plant closing.

- (c) The terms "transfer of work," "to transfer work," and "work transfer" mean the discontinuance of ongoing work at the Evendale Plant coupled with the assignment of the same work to a different location **of the Company. The term subcontracting (sometimes also referred to as outsourcing or farming out) means either the temporary or permanent assignment of ongoing work at the Evendale plant to a separate employer, on or off-site.**
- (d) The term "robot" means a programmable, multifunction manipulator designed to move materials, parts, tools or specialized devices through variable programmed motions for the performance of a variety of tasks.
- (e) The term "automated manufacturing machine" means a device for doing work which has programmable controllers (PC), numerical controls (NC), computer numerical controls (CNC) or direct numerical controls (DNC).
- (f) The term "week's pay" as used in this Article XXVIII, shall be calculated by multiplying the higher of (a) his/her straight-time hourly rate (including any night-shift bonus) which he/she was paid during the last week worked by him/her or (b) his/her straight-time hourly rate (including any night shift bonus) which he/she was paid during the last full calendar week worked by him/her during the calendar year preceding the year in which his/her current layoff began, times the number of hours in the employee's normal work week, up to 40 hours.
- (g) The term "Special Early Retirement Option Offset" shall have the meaning set forth in the GE Pension Plan.

2. Plant Closing

(a) General

- (1) Whenever the Company decides to close the Evendale Plant, the Company shall give notice of its decision to the Union and the employees concerned. Thereafter, as the Company, in the course of such plant closing, no longer has need for the work then being done by an employee, his/her employment by the Company may be terminated, subject to compliance with the provisions of this Section 2.
- (2) Each employee shall be given at least **two** 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 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 a 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/her date of termination be advanced so that he/she 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 $\frac{3}{8}$ 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, local management will establish an Employment Assistance Program following 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) Two employee representatives 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:
 - Occupational or vocational skill development;
 - Fundamental reading or numerical skill improvement;
 - High school diploma or equivalency achievement; and
 - 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, cost 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 of 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)(6) 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.

(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 (3) 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 substantiated 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 paragraph 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 XVI, 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 make a decision on the **transfer or** subcontracting after this discussion period.

- (3) Information. If information identified in the subsection is requested by the Union for the discussion provided for in Section 5(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) Subcontracting **or Transfer** of Trades Work at Plant Location

(1) Notice

The Company will give notice to the Local of its intent to subcontract **or transfer** trades, where the work will be done by a subcontractor **or transferee** at the same plant location or elsewhere and there is no decrease in the number of represented employees performing such trades work, before finalization of the proposed action provided that the work is of a nature that is normally performed by trades workers (maintenance, tool & die, and other similar classifications). Notice will not be required in emergency situations.

(2) Bargaining

If the Local requests bargaining concerning such subcontracting **or transfer**, the Company will promptly meet and discuss its plans with the Local. However, in no event will the Company be obligated to withhold the effectuation of the proposed subcontracting **or transfer** for more than twenty-one (21) calendar days from the date of the notification to the Local.

(3) Information

If information is requested by the Local for bargaining provided for in Section 5(d)(2) of this Article, the Company will promptly make the following information available to the Local for such bargaining. This information will specifically include the express reason(s) for intending to subcontract **or transfer** the work and, where employment cost is significant factor, comparative related wages, payroll allowances and employee benefits expenses of represented employees for the work intended to be subcontracted **or transferred** and of their counterparts who would be assigned the work. This bargaining information will be treated as confidential by the Local.

(e) Installation of Robots or Automated Manufacturing Machines, **New Technology, or New Materials**

With respect to the installation of robots or automated manufacturing machines, **new technology or materials** the Company will give a minimum of sixty (60) days' **written** notice to the Union before the use of a robot, automated manufacturing machine, **new technology or materials** in a

production work area. Notice will include a description of the function of the device, identification of the work involved, the expected decrease in the number of represented employees as a direct consequence of the use of the device and the anticipated date of the use of the device. **It is understood that the Company is obligated to train employees in the bargaining unit on new technologies introduced to their work area and which impacts their current work assignment.**

(f) Subcontracting Insourcing Meeting

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

6. Job Preservation

(a) Decision Bargaining Guarantee

In the event the Company announces its intention to close a plant under Section 5(a), and following decision bargaining the Company retracts or modifies its announced intention based on a counter-proposal offered by the union to preserve jobs, such preserved jobs shall be excluded from further impact under Section 5(a) for the earlier of three years or the duration of this Agreement and, in any case, for at least 12 months.

(b) Job Competitiveness and Growth Committee

The Company recognizes the importance of job growth and security to the Union and acknowledges that subcontracting work, the introduction of enhanced technology, and innovative manufacturing techniques, while enabling the Company to succeed in the many competitive environments in which it operates, may result in a decrease in General Electric Company jobs. In order to balance competitive realities with the Union's interest in protecting and growing jobs, the Company and Union will establish a joint Job Competitiveness and Growth Committee ("C&G Committee") at **the Evendale facility** to meet and discuss issues such as:

- Opportunities for job creation
- Potential plant closing, outsourcing/subcontracting and work transfers, including situations where there is no direct decrease in the number of represented employees
- Training for anticipated technology changes
- Education and collaboration on innovative manufacturing Techniques

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

The C&G Committee will meet on a quarterly basis. Union representation on the C&G Committee will be determined solely by the Union and will be restricted to a maximum of two representatives for the first 25 to 500 bargaining unit employees, and one for each additional 500-unit employees up to a maximum of six representatives in total. Such representatives will be compensated at their regular rate for up to four hours for time spent participating in the quarterly C&G Committee meetings. This C&G Committee structure is not intended to displace the workings of other on-going union-management activities, including the grievance procedure and the decision bargaining provisions of Article XXVIII, which exist at each plant location.

The Company and the Union mutually agree to require full participation in the C&G Committee discussions in order to preserve and create jobs. Recognizing that there may be some issues that would benefit from the presence of other representatives from the Company and the Union, the Company agrees to consider requests for participation by the Company and Union representatives at specific local C&G Committee meetings on key job creation and competitive issues identified by the Union.

During any discussions, the Chairperson of the Bargaining Committee may include members of the C&G Committee, other Local Union Representatives such as the Safety Committee, or any other employees, as necessary, in order to review and provide input on the various matters of concern relative to the introduction of robots, automated manufacturing machines, new technology, or materials involved.

The Company and the Union recognize the value of holding periodic meetings at the business level to discuss the state of the business and future plans that may impact employees represented by the Union. To that end, the Company and the Union will hold annual meetings attended by representatives at a **Senior Executive of the Division level** and International level to review business performance.

(c) Lean Events – Guiding Principles

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

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

the Evendale plant, thereby enhancing growth and additional opportunities for all parties.

- 4. The terms of the Collective Bargaining Agreement remain in effect during lean events; however, the parties recognize that variations in schedules and in work assignments may be necessary for the success of the event.**

- 5. The parties pledge their complete cooperation in the preparation for, participation in, and execution of lean events.**

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

(d) Job Preservation Guarantee

In the event that the Company decides not to pursue potential outsourcing and work transfer opportunities reviewed in a Job Competitiveness and Growth Committee as a result of proposals made by the union, the jobs that would have been directly impacted by the potential outsourcing or work transfer shall be excluded from further impact under Section 5 for the earlier of three years or the duration of this Agreement but, in any case, for at least 12 months provided the Company and the Union agree in writing on the specific jobs that were preserved by the union's proposals.

7. Vested Rights Under Pension Plan

The receipt of Income Extension Aid, Severance Pay, or a rate guarantee will not affect any rights the employee may have under the Vesting Provision of the Pension Plan.

8. Lump Sum Payments

Service credits previously accumulated, continuity of service and recall rights will be lost upon receipt by the employee of an Income Extension Aid payment in lump sum under Section 4 (b) (1) (iii), special termination payments under this Article, or payment of Severance Pay under the Plant Closing Section 2. However, an employee eligible for such a payment, who is within one year of reaching optional retirement at age 60 under the GE Pension Plan, shall retain such previously accumulated service credits and continuity of service until such employee reaches optional retirement age notwithstanding the receipt of such a payment unless the employee retires before electing optional retirement at age 60.

In the event of a subsequent rehire as a "new" employee within a period of time which does not exceed the length of prior service, service credits, and recall rights previously lost shall be automatically restored provided repayment of the Income Extension Aid is made by the employee within a reasonable time after 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 8, above.

Where an indefinite reduction in force triggers eligibility for benefits under this Article, the designation of individuals who may exercise the benefits under this Article will be based on the integrated order of their seniority so that the number of employees electing benefits does not exceed the net number of positions eliminated.

Employees, eligible for a benefit under this Article either by designation or by election, may exercise only one severance or layoff benefit. Employees who have exercised the Special Early Retirement Option or Plant Closing Pension Option under the Pension Plan shall have the Special Early Retirement Option Offset deducted from any severance or layoff benefit otherwise due under this Article.

10. Other

The provisions of this Article shall not be applicable where the Company decides to close a plant or layoff an employee because of the Company's inability to secure production, or carry on its operations, as a consequence of a strike, slowdown, or other interference with or interruption with work participated in by employees in the plant. However, the operation of this Section shall not affect the rights or benefits already provided hereunder to an employee laid off for lack of work prior to the commencement of any such strike, interference, or interruption.

11. A grievance arising under this Article may be processed in accordance with the grievance procedure set forth in Article XXII. However, no matter or controversy concerning the provisions of this Article or the interpretation or application thereof shall be subject to arbitration under the provisions of Article XXIII thereof, except by mutual agreement.

ARTICLE XXIX DURATION OF AGREEMENT

This Agreement shall be effective as **of June 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 XXX MODIFICATION AND TERMINATION

(a) If either the Company or the Union desires to modify this Agreement, it shall, not more than ninety (90) days and not less than sixty (60) days prior to **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
AFL-CIO, LODGE NO. 912**

GENERAL ELECTRIC COMPANY

Craig Norman
Scott Rich
Dan Darrell
Mark Goodhart
Guy Evans
Craig Smith
Keith Gibson
Nate Mueller
Eric Turner
Steve Tatman
Greg Pelgen

Randy Ayers
John Burke
Russ Moses
Shannon Byrne
Kat Dixon
Brian Rockel
Kelvin Tippit
Jennifer Seeling
Pete Christman

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, AFL-CIO, for itself and on behalf of its Lodge No. 912 (hereinafter referred to as the "Union").

The Company and the Union hereby agree as follows:

This Wage Agreement shall be in full settlement of all wage issues between the Company and the Union up to and including **August 17, 2025**.

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

1. Wages

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

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

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

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

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

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

a. Hourly Wage Rates:

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

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

<u>Classification</u>	<u>Job Code</u>	<u>Job Rate Symbol</u>
Air Supply Operator Turbo	E8730	M-23
Bench Repair Parts	E5020	M-19
Cutter Grinder	E2924	M-21
Data and Office Equipment Repair *	E1239	M-22
Diversified Operator	E5700	M-23
Diversified Fabricator *	E5805	M-23
Electrode, Tube & Nozzle Maker *	E6801	M-18
Electronic Maintenance	E1103	M-25
Electrical Maintenance	E1107	M-23
Heat Treat Diversified *	E6602	M-21
HVAC/Repair Technician	E1227	M-23
Industrial Equipment Mechanic	E1231	M-22
Instrument Repair	E1039	M-23
Instrumentation Mech.	E4504	M-24
Locksmith	E1218	M-20
Machine Maintenance	E1212	M-24
Mechanic Attendant *	E1230	M-17
Mechanical Maintenance	E1229	M-23
Mechanical Maintenance Apprentice	A1229	M-
General Maintenance	E1264	M-22
Machinist	E4401	M-24
Painter Sign*	E1271	M-22
Special Products Mechanic	E4506	M-24
Toolmaker	E4511	M-25
Thin Film Mechanic*	E4505	M-24
Welder - Diversified	E5709	M-22

* Inactive Classifications

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.

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

GENERAL ELECTRIC COMPANY

Craig Norman
Scott Rich
Dan Darrell
Mark Goodhart
Guy Evans
Craig Smith
Keith Gibson
Nate Mueller
Eric Turner
Steve Tatman
Greg Pelgen

Randy Ayers
John Burke
Russ Moses
Shannon Byrne
Kat Dixon
Brian Rockel
Kelvin Tippet
Jennifer Seeling
Pete Christman

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(I) 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
<i>(Exact ages and year of birth to be determined in accordance with Social Security laws in effect on June 1, 2023.)</i>	

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

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

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

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

Extend Special Supplement Benefit Option (SSBO)

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

2. Eligibility:

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

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

4. Special Supplement Benefit Option - Payment Alternatives:

Alternative 1: The Special Supplement of \$375 per month will be made available to employees eligible for the Special Supplement Benefit Option and will commence at age 60 with payment continuing until the Age of Eligibility for 80%

Social Security Benefits with payout until such 80% Age extended in the manner described in the section entitled "Extend Payout Period of Supplements," or

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

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

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

5. Effective Date:

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

6. Special Supplement Benefit Option - Accelerated Payout Alternative:

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

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

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

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

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

1. Eligibility:

A. Applicable employees at least age 55 and under age 60 with 25 years or more of Pension Qualification Service (PQS) on the date of the "Permanent Job Loss Event" who

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

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

- i. is directly impacted by the "Permanent Job Loss Event" and has no right to displace to, or be placed in, a position with a rate of pay that is within 18% of such employee's current rate of pay. Such an employee must retire on the first day of the month following the "Permanent Job Loss Event" and on or before September 1, 2025; or
- ii. is directly impacted by the "Permanent Job Loss Event" and incurs a reduction in his rate of pay of 18% or more at any time during the 12-month period beginning on such Event. The 18% reduction will be measured against his rate of pay on the date of such "Permanent Job Loss Event." The employee must retire on the first day of the month following the date on which he incurs such 18% reduction and on or before September 1, 2025; or
- iii. volunteers and is approved for the Special Early Retirement Option as a substitute for another employee in the same classification who would otherwise be entitled to retire under the Special Early Retirement Option under circumstances described in paragraph 1.B.i. or 1.B.ii. above. Upon approval, the substituting employee must retire on the first day of the month following the "Permanent Job Loss Event" (if the substituting employee is retiring in lieu of an employee otherwise entitled to retire under paragraph 1.B.i. above), or on the first day of the month following the date on which the 18% pay reduction is incurred (if the substituting employee is retiring in lieu of an employee otherwise entitled to retire under paragraph 1.B.ii. above).

In any event, the substituting employee must retire on or before September 1, 2025.

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

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

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

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

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

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

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

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

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

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

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

A. Applicable to Retirement under Paragraph 1.A.

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

B. Applicable to Retirement under Paragraph 1.B.

- An applicable employee under age 55 with 30 or more years of PQS on the date of the "Permanent Job Loss Event" who is assigned to a job classification in which another employee would otherwise be entitled to retire under the Special Early Retirement Option under circumstances described in paragraph 1.B.i. or 1.B.ii. above may elect to be considered for termination and receive benefits under the Special Early Retirement Option as described in Paragraph 3.B above.
- To be eligible for the Special Early Retirement Option the employee must confirm acceptance immediately following the Company's approval of retirement under this Option.

- Eligibility for this Option will be determined on the basis of seniority so that the number of eligible employees electing the Special Early Retirement Option does not exceed the number of employees who would otherwise be entitled to retire under the Special Early Retirement Option under circumstances described in paragraph 1.B.i. or 1.B.ii. above.

5. SERO Offset:

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

6. Effective Date:

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

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

1. Age, Service and Contingent Event Requirements:

- Applicable Employees who are directly impacted by a Plant Closing, and
- who meet the age and service requirements as set forth in the table below by the end of the calendar year in which their termination for Plant Closing occurs.

**TABLE OF MINIMUM AGE AND
PENSION QUALIFICATION SERVICE (PQS) REQUIREMENTS**

<u>AGE</u>	<u>PQS</u>
less than 50	30
50	25
51	22
52	19
53	16
54	13
55+	10

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

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

- Unreduced Regular or Guaranteed pension benefits.
- Supplemental benefit until the Age of Eligibility for 80% Social Security Benefits equal to \$23.00 per month times the employee's years of Pension Benefit Service. Payment of the supplement extended to such 80% Age in the manner described in the section entitled "Extend Payout Period of Supplements."
- A special supplement of \$375 per month until the Age of Eligibility for 80% Social Security Benefits with payout until such 80% Age extended in the manner described in such section.
- Medical and dental benefit continuation for one year as offered similarly situated laid off or plant-closed employees; except that employee with 30 years or more PQS or employees age 50 or older with 25 through 29 years PQS will be eligible for pre-age 65 medical and dental benefits offered to similarly situated employees who retire at age 60. Notwithstanding the

foregoing, in no event shall any individual be entitled to any retiree medical and dental benefits on or after age 65 pursuant to this section.

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

3. Procedures for Electing Plant Closing Pension Option:

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

4. SERO Offset:

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

collective bargaining agreement provides for the offset described in this paragraph 4.

5. Definitions:

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

Such terms do not refer to the termination and discontinuance of only part of the Company's operations at any plant, service shop or other facility nor to the termination or discontinuance of all of its former operations coupled with the announced intention to commence there either larger or smaller other operations. Any Employees released by such latter changes will be considered as out for lack of work and will be subject to provisions applicable to those on layoff.

Also, such terms do not refer to the transfer or sale of such operations to a successor employer who offers continued employment to Company employees. Company employees who are not offered continued employment by the Company or by the successor employer will be considered as out for lack of work and will be subject to provisions applicable to those on layoff.

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

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

6. Effective Date:

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



Letter of Intent #1

June 19, 2023

Mr. Robert Darrell

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

Subject: Medical Facilities

Dear **Mr. Robert Darrell**:

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

Sincerely,

Russ Moses

Russell T Moses

Sr. Labor Relations Leader, U.S.



Letter of Intent #2

June 19, 2023

Mr. Robert Darrell

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

Subject: Foul Weather Clothing

Dear **Mr. Robert Darrell**

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

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 listed groups:

<u>Areas</u>	<u>Component code</u>
1. PETO Maintenance	9944
2. DETO Maintenance	9955
3. Component Test North	4471
4. Utilities / Operators	2920
5. HVAC	2927
6. Utilities Maintenance	2930
7. Facilities Maintenance	2720
8. Construction & Rearrangement	2906
9. 703	9960
10. Garage	2721

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

Sincerely,

Russ Moses

Russell T Moses

Sr. Labor Relations Leader, U.S.



Letter of Intent #3

June 19, 2023

Mr. Robert Darrell

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

Subject: Electronic ETR System

Dear **Mr. Robert Darrell**

The company intends to implement the electronic ETR system as soon as technically able, which will likely be in 2020.

Sincerely,

Russ Moses

Russell T Moses

Sr. Labor Relations Leader, U.S.



GE Aviation

Letter of Intent #4

June 19, 2023

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

Subject: Equal Rated Jobs

Dear Mr. Robert Darrell:

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

Sincerely,

Russ Moses

Russell T Moses

Sr. Labor Relations Leader, U.S.



Letter of Intent #5

June 19, 2023

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

Subject: Unpaid Excused Absence

Dear Mr. Robert Darrell:

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

A non-probationary employee absent because of personal business or personal illness will be provided with 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**

OPTIONAL LAY-OFF (OLO) SUPPLEMENT - IAM

It is mutually agreed that either party may terminate the "Optional Lay-Off Supplement". The supplement will terminate 30 days following receipt of a termination notice. Neither party has recourse under Article XXIV (Strikes and Lockouts) during the period of application or if terminated. It is further agreed that modification(s) to the "Optional Lay-Off Supplement" may be made by mutual agreement of the parties. In the event of termination of the "Optional Lay-Off Supplement", all employees then on lay-off under this provision will be recalled within two weeks as provided for in Article XX and placed in accordance with their relative seniority as provided in Article XVIII. It is mutually understood and agreed that this Supplement Agreement is excluded from all provisions of Article XXIII (Arbitration).

Optional Lay-Off

At the time of the reduction, the Company shall determine whether to grant the Optional Lay-off or not. If Optional Lay-off is granted, at the time of the return of employees from OLO, the Company shall determine whether to grant continuing OLO or not.

Senior employee(s) within a surplus group and in the classification affected by a reduction in forces may be given the option to elect a lay-off as outlined herein rather than having a forced lay-off of junior employee(s).

H. When a surplus group is preparing to declare a surplus and OLO is to be made available, employees in the original surplus group and classification may elect an OLO.

- A. OLO autograms will be distributed to employees within the surplus group and affected classifications for OLO requests. Employees will return their completed OLO autograms within 24 hours.
 - 1. OLO requests will not be kept on file for any future surplus.
 - 2. OLO requests are for that planned surplus only.
 - 3. The number of employees granted OLO cannot exceed the number of planned surplus.
- B. Management will send to the Hourly Staffing Office a surplus letter with names of the junior employees in the classification to be surplussed and copies of the OLO autograms from all the employees in the surplus group, if any. If there are no OLO requests, it must be so noted on the surplus letter.
 - 1. Hourly Staffing will publish a bump showing OLO's and all other surplus moves.
 - 2. Employees who requested OLO may not later revoke such request for that surplus.
- C. It is possible that more than one surplus group might declare a surplus in the same classification at the same time. If so:
 - 1. Requests for OLO will be handled independently in the respective areas and submitted as described above.
- II. The length of an OLO will be five calendar months, plus any additional time necessary to place employees. Additional time will not exceed two weeks from the Monday following the scheduled return date.

- A. At the time employees are removed for OLO they will receive their scheduled return date and employees must report to the Hourly Staffing Office on or before the scheduled return date.
- B. Employees who fail to report as scheduled at the end of their OLO period will be terminated in the same manner as provided for in Articles XVI and XX of the **2023** Agreement. If employees are unable to return to work because of personal illness, they must inform the Hourly Staffing Office in writing of the reason they are unable to return as scheduled on or before their scheduled return date.
- C. Employees will be returned to work by the established practice governing returns from Personal Illness:
 - 1. First, consideration will be given to the shift and established work area the employee left, provided there is an opening or if there is a junior employee. If not,
 - 2. Employees will be placed plantwide where an opening exists or, absent an opening, bump the junior employee in the classification.
 - 3. If upon return to work after a 5-month OLO a surplus is generated in order to return the employee from OLO and the Company determines to grant another OLO, that returning employee may request an OLO for that surplus. Other employees in the surplus group may also request OLO on such a surplus.
 - 4. After return to work, an employee may again request OLO for any future surplus that occurs in his/her surplus group and classification provided, however, no

employee may commence more than two OLO's within a two-year period.

5. The Company will not be liable for bypasses that might occur as the result of a junior employee being placed on the job before a senior employee returning from OLO provided placement is made according to Section II of this agreement.
 6. Employees returning to work from OLO shall be charged with the same number of overtime hours as the employee with the greatest number of overtime hours in their classification on that overtime list. Employees will be placed in the proper position by seniority.
 7. If, after granting OLO requests or a combination of OLO and LOW or VLO identified with a published surplus and as a result of such surplus there is a realignment of employees in the surplussing area by forcing employees from one shift to another, those displaced employees can identify themselves by submitting an in-unit shift transfer request for the shift that they were forced from within five working days of the move date, and upon the return of the OLO employees submit a written request within five working days to have their shift change request honored, if their seniority permits. The Company will move such employees within two weeks.
- D. The granting of requests for OLO will be dependent upon the needs of the business.
1. The surplus must result in employee(s) being laid off.

2. If requisitions are received between the original bump and revision, OLO's could be denied as a result of the revision.
 3. If an employee is scheduled for a downgrade of more than two pay rates and elects a VLO, a more senior employee cannot opt for OLO to replace the VLO.
- III. The status of employees on OLO and eligibility for employee benefit plans will be the same as employees on regular lay-off except for the I.E.A. Lump Sum payments, weekly S&A coverage and L.T.D.I. coverage for participants.
- A. Employees taking an OLO must sign a waiver of eligibility for I.E.A. Lump Sum payments while on OLO.
 - B. While on OLO employees will be considered for upgrades, recall and SERO and SVLOB opportunities. In case of an Open Posting the employee will have five days to respond and will report to work the Monday following the week of the offer and acceptance. Employees being recalled will have five days to respond and 15 days to report.
- Note: For SERO and SVLOB consideration, employees on OLO must have their request on file prior to the announced reduction within their classification and may be recalled out of order of seniority provisions for OLO in order to establish their active status on payroll prior to their retirement date. The surplus employee replacing the retirement candidate will be assigned to the retirement candidate's area and shift without any bypass liability to those remaining on OLO.
- C. Employees who become ill while on OLO will not have their status changed to P.I. until the end of their 5-month OLO period, at which time, if they are unable to report to work, they

must inform the Staffing Office in writing of the reason they are unable to return to work.

- D. Employees on OLO who would have been downgraded or laid off had they been at work, will not have their status changed until they report at the end of 5 months. At that time, the employee will be told to what classification his/her seniority permits him to return, if any, and the employee may exercise the options available to him under the contract.
 - E. For purposes of recall, employees who return from OLO and whose status is changed to LOW or VLO, the period of recall will be determined by the date the employees would have been laid off had they been at work.
 - F. For purposes of seniority accumulation for employees who are unable to return from OLO due to personal illness, the period of seniority accumulation will be determined by the employee's OLO return date.
 - G. When the Company determines to grant OLO, employees going on OLO will be eligible for weekly Sickness and Accident benefits if they become disabled while on OLO. L.T.D.I. coverage will continue for participants at no cost.
- IV. The Company will recall any or all persons on OLO before upgrading or hiring new employees.
- A. When recalling to an area other than the OLO area, employees on LOW and VLO will be offered recall according to the provisions of the Contract before recalling employees on OLO.
 - B. When the LOW and VLO employees are exhausted and recalls are still necessary, then employees on OLO will be

offered recall in reverse order of seniority, that is, the junior employee on OLO from the needed classification will be offered the first recall, provided such employee has sufficient seniority to retain the classification.

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

V. General

- A. Vacation paid during the OLO period shall have no effect on OLO return date or the length of recall rights.

Letter on the IAM Employee Hardship Request

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

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

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

IAM EMPLOYEE HARDSHIP REQUEST FORM

I, _____, badge _____, seniority date _____,

SSO # _____, request a hardship from _____ shift to _____ shift

beginning on _____ and ending on _____ in accordance with the understanding printed on the opposite side of this request. I also acknowledge that I will return to my normal shift at the end of this hardship period.

Employee Signature

Date

Hardship Request Acknowledged by:

Regular Shift Committeeperson

Date

Hardship Shift Committeeperson

Date

This request is _____ approved _____ not approved.

Surplus/Overtime Group Manager

Date

Note: IAM Employees wishing to request a Hardship will need to pick up the above noted letter/form from their Human Resource Representative or the Hourly Staffing Office for completion.

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