



2019 – 2023

**SETTLEMENT
AGREEMENT**

Between the

GENERAL ELECTRIC COMPANY

GE PRECISION HEALTHCARE LLC TARGET PLANT

And

LOCAL LODGE #439

**INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS, A.F.L. – C.I.O.
DISTRICT No. 54**

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PREAMBLE

The Company and the Union encourage the highest degree of friendly cooperative relationships between their representatives and between all employees. We realize that achieving this goal depends on more than words in a labor agreement. It depends primarily on positive attitudes between people at all levels of responsibility.

We believe that proper attitudes are of major importance in the plant where day-to-day operations and administration of this labor agreement' demand fairness and understanding.

We believe that these attitudes must be based on regard for the rights and responsibilities of both the Company and the Union.

We further believe that these attitudes can best be encouraged when it is made clear that both Company and the Union officers whose duties involved negotiation of this labor agreement are sincerely concerned with the best interests and well-being of both the business and employees.

AGREEMENT

- 1 This Agreement is entered into this 23rd day of June, 2019, by and between X-Ray Tube Target Plant, GE Precision Healthcare LLC Business Operations of General Electric Company, located at 18683 South Miles Road, Warrensville Heights, Ohio, 44128, hereinafter referred to as the "Company," and the International Association of Machinists and Aerospace Workers, AFL-CIO, District No.54, Local Lodge No.439, hereinafter referred to as the "Union."

ARTICLE I Recognition

Article I, Section 1

- 2 The Company recognizes the Union as the sole and exclusive collective bargaining agent for all matters pertaining to wages, hours and other conditions of employment for all employees in the bargaining unit consisting of all production and maintenance employees, including working foremen of the X-Ray Tube Target Plant, GE Precision Healthcare LLC Business Operations of the General Electric Company located at 18683 South Miles Road, Warrensville Heights, Ohio 44128, but excluding all technicians engaged in prototype development and prototype production, all office clerical employees, professional employees, guards, and supervisors as defined in the Act.
- a. For the purpose of this agreement the term "Management Representative" shall have the same meaning as the word "Supervisor" in Section 2 (II) of the National Labor Relations Act as amended by the Labor Management Relations Act, 1947.

ARTICLE II Union Security

- 3 Contribution to IUE COPE FUND

- a. Employee Authorization

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

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

A properly executed copy of "Authorization for Assignment and Check-Off of Contributions to IUE COPE" form for each employee for whom voluntary contributions to IUE COPE 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 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 transfer to a job or location not covered by this Agreement.

c. Remittance to the Union

- 1. The total amount of IUE COPE FUND contributions deducted.
- 2. The names, social security number and amounts from whose wages such deductions have been made.
- 3. The Company shall, at the same time remit to the Union its check for the amount shown under item (a) above, care of the International Union of Electronic, Electrical, Machine and Furniture Workers. AFL-CIO (IUE).

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.

4 Authorization for Assignment and Check-Off of Contributions to IAM MNPL

To General Electric Company:
I hereby assign to IAMAW Machinist Non Partisan Political League, from any wages earned or to be earned by me as your employee, the weekly sum of: (check one)
\$0.50 _____ \$1.00 _____ \$2.50 _____ Other \$ _____ (whole dollars)
each pay cycle. I hereby authorize and direct you to deduct such amounts from my pay and to remit same to IAMAW Machinist Non Partisan Political League at such times and in such manner as may be agreed upon between you and the Union at any time while this authorization is in effect.
This authorization is voluntarily made. I understand that the signing of this authorization and the making of payments to IAMAW Machinist Non Partisan Political League are not conditions of membership in the Union or of employment with the Company, that I have the right to refuse to sign this authorization and contribute to IAMAW Machinist Non Partisan Political League with any reprisal, and that IAMAW Machinist Non Partisan Political League will use the money it receives to make political contributions and expenditures in connection with federal, state and local elections. This authorization is revocable upon two weeks written notice to the General Electric Company, who will duly notify the IAMAW Machinist Non Partisan Political League.

Name (Print)		Date
Address		
City	State	Zip
Social Security Number		Signature

5 **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 bylaws 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 period 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 (30th) day following the effective date of this agreement or the thirtieth (30th) 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.

6 **Union Dues Deduction Authorization**

- a. The Company for said employees shall deduct from the first four weekly pay periods received by the employee in each month the Union dues or equivalent service charge owed to the Union by the employee and promptly remit the same to the Financial Secretary of the Union, provided that such employees individually certify in writing to the Company that they authorize such deductions. Initiation fees or equivalent service charge of the Union shall be deducted by the Company and remitted to the Financial Secretary in the same manner as dues deductions if the employees individually certify in writing to the Company that they authorize such deductions.
- b. Such authorization shall be provided to the Union and the company on the appropriate International Association of Machinists and Aerospace Workers Membership Application and/or Check-Off Authorization form.
- c. The Financial Secretary of the Union will be given an alphabetical list of those on check-off whose dues or service charges have been deducted. A list of those on check-off whose dues or service charges have not been deducted and the reasons for the latter will be provided, if requested by the Union.

**ARTICLE III
Discrimination and Coercion**

Article III, Section 1

- 7 Neither the Company nor any of its supervisors, managers, or other agents or representatives, shall discriminate against any employee because such employee is a member, steward, officer, or other agent or representative of the Union.

Article III, Section 2

- 8 Neither the Union, nor any steward, officer, or other agent or representative, shall intimidate or coerce any employee, nor solicit members or funds in the plant during working hours.

Article III, Section 3

9 The Company, and the Union shall not discriminate against any employee due to race, color, sex, creed, marital status, age or national origin.

Article III, Section 4

10 The Company and the Union shall not discriminate against any employee because of physical or mental disability or because he/she is a disabled veteran or other protected veteran in regard to any position for which the employee is qualified.

Article III, Section 5

11 Where used herein, the masculine pronoun shall include the feminine.

**ARTICLE IV
Working Hours**

Article IV, Section 1

12 The regular working week shall be forty (40) hours per week, eight (8) hours per day (inclusive of a lunch period), five (5) days per week, from Monday to Friday, inclusive. The workweek on multiple shifts may be less than forty (40) hours.

Article IV, Section 2

13 An employee's workday is the twenty-four (24) hour period beginning with his/her regularly assigned starting time of his/her work shift, and his/her day of rest starts at the same time on the day or days he/she is not scheduled to work. His/her workweek starts with the start of his/her regularly assigned work period on Monday of that workweek. Upon commencing work on Monday at a newly assigned starting time which is earlier than his/her starting time during the preceding week, the workday immediately preceding such Monday shall end, provided the employee has had a twenty-four (24) hour period of rest prior to the newly assigned starting time.

Article IV, Section 3

14 When a change is made in the hours of work or working schedules of substantially all employees, management will notify the affected employees and the Union at least one (1) week in advance of the effective date of such change. When a change is made in the hours of work or working schedule of various individuals or smaller groups of employees (30% or less of entire workforce), the supervisor will give the affected employees and their Union steward as much notice as possible.

ARTICLE V
Overtime

Article V, Section 1

15 The Company will pay an employee for overtime as follows:

Article V, Section 2

16 At the rate of time and one-half (1-1/2) for hours worked either:

- a. In excess of eight (8) hours in any single workday; or
- b. In excess of forty (40) hours in any given workweek; or
- c. On his/her Saturday.

Article V, Section 3

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

- a. On his/her Sunday; or
- b. In excess of twelve (12) hours in any twenty four (24) hour period; or
- c. Outside the employee's regularly scheduled shift on a calendar Sunday.

Article V, Section 4

18 At the rate of double-time and one-half (2-1/2) for hours worked:

- a. On holidays listed in Article XI of this Agreement.

Article V, Section 5

19 Overtime work will be distributed fairly and as equally as possible among the employees in the respective jobs. Records of overtime work shall be maintained by the Company and will be available for inspection upon request of the Union.

- a. Request for overtime will be done so in the following order:

Ask Order	Ask Path	Requirement
1	Employees within affected classification	Qualified Least amount of hours
2	Group Leader over affected classification	Qualified Least amount of hours
3	Utility Generals Utility General Group Leader Graphite Utility/Refractory Component Graphite Utility Group Leader/Refractory Component Group Leader Process Specialist	Qualified Least amount of hours
4	All remaining employees	Qualified Least amount of hours

20 Employees will be charged for refusing to work overtime either:

- a. If they are notified at least four (4) hours in advance in the case of working beyond their normal shift end time; or
- b. If they are notified at least six (6) hours in advance, in the case of early "call-in."

ARTICLE VI
Night Shift Differential

- 21 Hourly rated employees hired on or before August 1, 2003 assigned to recognized second and third shift operations shall have 10% added to their regularly determined earnings for all work performed on such shifts. Employees hired after August 1, 2003, who have no record of prior GE service, shall have one dollar (\$1.00) added to their regular hourly rate for all work performed on such shifts until they have accumulated five (5) years of continuous service after which they will receive the 10% night shift differential. Recognized second and third shifts shall in all cases be those beginning between 12 noon and 3:30 a.m. In exceptional cases the starting time for a recognized second shift may be earlier by mutual agreement between the Local and local management.

ARTICLE VII
Report-In Pay and Call-In Pay

Article VII, Section 1

- 22 In the event an employee reports for work on his/her regular shift without having been previously notified not to report, he/she shall be given at least four (4) hours work within his/ her job, or any other work available the employee is qualified to perform. If no work is available, he/she shall be given the equivalent of four, (4) hours pay at his/her applicable rate.

Article VII, Section 2

- 23 An employee called in to work after the termination of his/her regular shift shall receive no less than four (4) hours work or four (4) hours pay at his/her applicable rate.

Article VII, Section 3

- 24 An employee shall be deemed to have been requested to report on his/her regular shift unless notified by an authorized Company representative to the contrary at or before the time the employee would normally leave for work. Notification will be by telephone or telegraph. The employee must keep the Company informed of his/her current address and telephone number. The provisions of this Article shall not apply if the failure to supply work is due to reasons beyond the control of the Company.

ARTICLE VIII
Wages

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

25 Article VIII, Section 1 – General Increases

Effective Date	Payment
January 27, 2020	\$0.75 per hour wage increase applied to rates in effect on January 27, 2020
January 25, 2021	\$0.30 per hour wage increase applied to rates in effect on January 25, 2021 + \$1,000 First Accelerated Cash Payment
January 24, 2022	\$0.20 per hour wage increase applied to rates in effect on January 24, 2022 + \$700 Second Accelerated Cash Payment
January 23, 2023	\$0.75 per hour wage increase applied to rates in effect on January 23, 2023

Article VIII, Section 2 – Accelerated Cash Payments

26 Employees shall be eligible to receive lump sum, taxable payments as soon as practicable following the dates as set forth below:

First Accelerated Cash Payment: January 25, 2021

Employees eligible for the First Accelerated Cash Payment are those full time employees who are on active payroll as of January 25, 2021, or, who were on active payroll prior to January 25, 2021, and who return to active payroll from layoff without loss of service credits or continuity of service by not later than May 3, 2021, or who are absent due to a Company-approved leave prior to January 25, 2021, and return to active payroll without loss of service credits or continuity of service by not later than August 2, 2021. If a full time Employee on a Company-approved leave is unable to return to work by August 2, 2021, and the Employee has a right to remain on leave and to reinstatement pursuant to an applicable law or regulation, such Employee shall be eligible for the First Accelerated Cash Payment if the Employee returns to active payroll on the next scheduled work day after the expiration of the leave and that return date is not later than January 23, 2022.

Second Accelerated Cash Payment: January 24, 2022

Employees eligible for the Second Accelerated Cash Payment are those full time employees who are on active payroll as of January 24, 2022, or, who were on active payroll prior to January 24, 2022, and who return to active payroll from layoff without loss of service credits or continuity of service by not later than May 2, 2022, or who are absent due to a Company-approved leave prior

to January 24, 2022, and return to active payroll without loss of service credits or continuity of service by not later than August 1, 2022. If a full time Employee on a Company-approved leave is unable to return to work by August 1, 2022, and the Employee has a right to remain on leave and to reinstatement pursuant to an applicable law or regulation, such Employee shall be eligible for the Second Accelerated Cash Payment if the Employee returns to active payroll on the next scheduled work day after the expiration of the leave and that return date is not later than January 22, 2023.

Article VIII, Section 3 – Cost of Living Adjustments

27

Cost-of-Living Adjustments shall be effective in the amount of twenty cents (\$.20) per hour for hourly employees on each of the dates shown below:

Effective Dates	
June 29, 2020	June 27, 2022
June 28, 2021	April 24, 2023

Article VIII, Section 4 – Ratification Bonus

28

On or before September 1, 2019, a Ratification Bonus of \$1,500 (one thousand five hundred dollars) will be paid in a lump sum to all eligible employees (both hourly paid and salaried) in union locals certified to the IAM, AFL-CIO, CLC Locals as of June 24, 2019.

Employees eligible to receive the Ratification Bonus shall be limited to those individuals within IAM union locals in the Preamble referenced above who are either (i) on active payroll as of June 24, 2019, or (ii) who were on active payroll prior to June 24, 2019 and, as of June 24, 2019, are on protected work status due to a Temporary Lack of Work layoff or a Company-approved leave of absence that began prior to June 24, 2019, including those employees who have a right to remain on leave and are entitled to reinstatement from leave pursuant to an applicable law or regulation. Employees on Long Term Lack of Work layoff status as of June 24, 2019 are not eligible for the Ratification Bonus. Employees who, prior to June 24, 2019, have been terminated from the Company or who have retired are not eligible for the Ratification Bonus.

The Ratification Bonus will be taxable. It will not be treated as creditable compensation or earnings for purposes of the GE Pension Plan, the GE Retirement Savings Plan or any other benefit plan or program.

Article VIII, Section 4 – Wage Structure

36

- a. Employees not on a training program or an apprentice program shall be increased to the job rate of the job to which the employee is permanently assigned in one step increments at regularly scheduled intervals as shown in the following table. Except that hourly rated employees hired after July 1, 1985, into the compound processor and consolidation and

machine operator, will not begin progression toward job rate until they have accumulated six (6) months of service credits with the Company.

Also, provided that hourly rated employees hired after August 5, 1991, shall be placed on starting rates and progression schedules in accordance with the provisions contained in Section 5 of this Article.

37 b. The following rate structure is effective June 24, 2019.

JOB CLASSIFICATION	GRADE	FULL RATE	STEP RATES					
			S	T	U	V	W	X
Compound Processor H07101	H10	29.7600						
	H11	30.2150						
	H12	30.4500						
	H13	30.6900						
	H14	31.0050						
	H15	31.2850	21.9000	23.4650	25.0300	26.5900	28.1550	29.7200
Compound Processing GL H07201	H63	32.9100						
Quality Inspector H07103 Shipping Clerk H07105	H32	30.9850						
	H33	31.2350						
	H34	31.5500						
	H35	31.8900			25.5100	27.1050	28.7000	30.2950
Quality Inspector GL H07203	H73	33.8400						
NC Machine Operator II H07110	H52	31.7950						
	H53	32.1250						
	H54	32.4750						
	H56	33.1000			26.4800	28.1350	29.7900	31.4450
NC Machining GL H07210	H85	35.4400						
Utility General H07106	H62	32.5000						
	H63	32.9100						
	H64	33.3150						
	H74	34.2750			27.4200	29.1350	30.8500	32.5600
Utility General GL H07206	H92	36.3150						
Graphite Utility H07211 Refractory Component Utility H07104	H72	33.3750						
	H73	33.8400						
	H74	34.2750						
	H75	34.6600			27.7300	29.4600	31.1950	32.9250
Graphite Utility GL H07207 Refractory Component Utility Grp Ldr H07204	H93	36.7750						
Maintenance Specialist H07107	H73	33.8400						
	H74	34.2750						
	H75	34.6600						
	H85	35.4400						
Maintenance GL H07217	H95	37.6050						

Article VIII, Section 5 – Step Rates and Progression Schedule

38 The Union and the Locals recognize that starting rates, progression rates, and job rates for hourly rated and salaried employees will vary, depending on the job, its location, and its surrounding circumstances.

39 The following provisions of this Section 5 are applicable to all hourly rated trainees participating in an entry-type training program; provided that hourly rated and salaried employees hired after August 5, 1991 who have no record of prior GE service, shall be placed on starting rates and progression schedules in accordance with the provisions contained in Section 8 of this Article.

40 a. Hourly Rated Employees on Day-work

1. All starting, progression and job rates for hourly rated employees will be on steps in accordance with the applicable local wage structure.
2. The minimum starting rates for all hourly rated jobs will be as follows:
 - a. On jobs with a job rate which is not more than two (2) steps below the top of the one-month progression schedule:
Four (4) steps below job rate.
 - b. On jobs with a job rate which is not more than five (5) steps, nor less than three (3) steps below the top of the one month progression schedule:
Three (3) steps below job rate.
 - c. On jobs with a job rate which is more than five (5) steps below the top of the one month progression schedule:
Two (2) steps below job rate.
3. Applicants fully experienced on jobs of the kind for which hired will begin at a rate not less than two steps below the job rate and will be increased to the job rate in accordance with the applicable progression schedule set forth in paragraph 4 below, except that when the applicant is hired for a job to which the six month progression schedule is applicable, the job rate must be paid at the end of six months.
4. Each hourly rated employee will progress on steps from this starting rate to the job rate of his job in accordance with the following progression schedules:
 - a. One Month Progression Schedule step rates up to, and including, the top of the One Month Progression Schedule in effect at each local plant on October 26, 1969:
One (1) step at the end of each one-month period.
 - b. Three Month Progression Schedule step rates from one to three steps (inclusive) above top of the One Month Progression Schedule:
One (1) step at the end of each three month period.

- c. Six Month Progression Schedule step rates more than three steps above the top of the One Month Progression Schedule:
One (1) step at the end of each six month period.

5. The above progression schedules are mandatory for employees on the job.

- a. On jobs with a job rate of Grade No.3 or lower:
Two (2) steps below job rate.

b. Hourly Rated Employees

41 New incentive prices will be set on the basis of the established step rate plan for incentive workers in those locations which have such plans in effect.

42 b. Group Leader Implementation Procedures

1. Group Leaders will have Bi-weekly management reviews for first ninety days; monthly reviews after ninety days
2. Management has the option to remove individual at any time, following paid thirty days performance improvement period; individual to be place at top level of respective classification
3. Management has the option to eliminate this classification at any time, individual will be placed at top level of classification
4. Buyout of job at any time, stay in respective classification, individual to be placed at top level of classification
5. This proposal should in no way be construed to conflict with Article XX, Section 1 of the agreement
6. Assessment will be required

43 Starting rates and Progression Rates and Schedules for Employees Hired after August 5, 1991.

- a. This section will apply to hourly employees hired for jobs with a job rate within the one month progression schedule who have no record of prior GE service and salaried employees hired for jobs with a job rate within the three month progression schedule who have no record of prior GE service. Employees hired after August 5, 1991, who have no record of prior GE service, may be hired at a minimum of 70% of job rate. Employees will progress in four (4) month steps to job rate in accordance with the following table:

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

80	4
75	5
70	6

- b. For the purposes of this Section 5 only, time spent away from a job within the one-month progression schedule, up to a maximum of twelve months for any single absence, shall be included in the time required to progress to job rate. The preceding sentence shall apply to absences, which begin on or after July 1, 1997.
- c. Employees on the above progression schedule who are transferred to higher rated jobs within the one month progression schedule (hourly) or the three month progression schedule will have their paid rates adjusted to the same percentage of the new job rate. Time accumulated toward the next progression step will be carried forward, and progression timing to the next step will not be affected by such transfer. Employees on the above progression schedule who are transferred to higher rated jobs outside the one month progression schedule (hourly) or the three month progression schedule will have their paid rates adjusted according to the other provisions of this Article and Article X.
- d. Employees on the above progression schedule who are transferred to a lower rated job will have their progression rates adjusted to the same percentage of the new job rate. They will progress to the next higher percentage progression step based on the time accumulated since their last step.
- e. Employees hired under the provisions of this paragraph will progress to the job rate of their assigned job in accordance with the schedules contained herein; the other provisions of this Article and Article X, Transfers, notwithstanding. After completing the initial progression schedule and reaching job rate of the assigned job the other provisions of this Article and Article X will be applicable to subsequent transfers.

44

Article VIII, Section 6 – Wage Structure and Progression

Rate to be paid after the following number of months:

PROGRESSION SCHEDULE

JOB TITLE	JOB CODE	START TYPE	START CODE	RATE TO BE PAID AFTER THE FOLLOWING # OF MONTHS					
				4	8	12	16	20	24
Compound Processor	H07101	New Hire	H15 S	T	U	V	W	X	H15
		Internal	H10	H11	H12	H13	H14	H15	
Quality Inspector	H07103	New Hire	H35 U	V	W	X	H35		
		Internal	H32	H33	H34	H35			
Shipping Clerk	H07105	New Hire	H35 U	V	W	X	H35		
		Internal	H32	H33	H34	H35			
NC Machine Operator II	H07110	New Hire	H56 U	V	W	X	H56		
		Internal	H52	H53	H54	H56			
Utility General	H07106	New Hire	H74 U	V	W	X	H74		
		Internal	H62	H63	H64	H74			
Refractory Component Utility	H07104	New Hire	H75U	V	W	X	H75		
		Internal	H72	H73	H74	H75			
Graphite Utility	H07117	New Hire	H75 U	V	W	X	H75		
		Internal	H72	H73	H74	H75			
Maintenance Specialist	H07107	New Hire	H85 U	V	W	X	H85		
		Internal	H73	H74	H75	H85			

ARTICLE IX

Continuity of Service – Service Credits

Article IX, Section 1 – Definition of Terms

- 45
- a. Continuity of service" designates the status of an employee who has service credits totaling fifty-two (52) or more weeks.
- 46
- 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."
- 47
- c. "Service credits" are credits for periods during which the employee is actually at work for the Company or for periods of absence for which credit is granted. (As provided in Section 3.)
- 48
- d. "Absence" is the period an employee is absent from work either with or without pay (except a paid vacation period), computed by subtracting the date following the last day worked from the date the employee returns to work. Each separate continuous period away from work shall be treated as a single absence from work.
- 49
- e. "Illness" shall include pregnancy, whenever the supervisor or other immediate manager is notified prior to absence from work.

Article IX, Section 2 – Loss of Service Credits and Continuity of Service

- 50 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 three (3) consecutive days without satisfactory explanation.
 3. Is absent from work because of personal illness or accident and fails to keep the Company 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 to give satisfactory explanation within two (2) 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 (1) year for any reason, other than a leave of absence granted in advance, or an absence due to a compensable accident or a compensable illness (up to eighteen, (18) months).
- 51 b. Individuals who at the time of layoff had greater than one (1) year of continuous service shall, despite loss of service as a result of such layoff, be retained on the recall list and be eligible for reemployment in accordance with the applicable local procedure for a period of sixty (60) months following layoff or until retirement, whichever occurs first. Similarly, in the case of individuals with the required service absent due to illness or injury, the same extended recall arrangement will be made only if:
1. The individual reports promptly to the Personnel Office for employment upon recovery.
 2. The individual is otherwise eligible in which case he/she will promptly thereafter have his/her name added to the recall list.
 3. Actual recall will be predicated upon the individual meeting the Company health requirements.
- 52 If the Company re-employs an employee who has lost service credits and continuity of service because of layoff due to lack of work or because of absence due to illness or injury for more than one year, such employee shall have such service credits and continuity of service at the time of his/her layoff or first day of illness was greater than the total length of such absence or if the employee has recall rights under this Article.
- 53 c. If the Company re-employs 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 (1) year, or because of termination for transfer to a successor employer, such employee shall have such service credits and continuity of service automatically restored, if his/her continuous service at the time of his/her layoff, termination for transfer to a successor employer, or first day of illness was greater than the

total length of such absence or if the employee has recall rights under this Article, or if the employee is placed under Preferential Placement.

54 d. The service record of each employee laid off and re-employed after layoff or re-employed following illness or injury, will be reviewed by the Company at the time of his/her reemployment and in each case, such employee will be notified as to his/her service credits and continuity of service, if any

55 e. Employees who have left (or who will leave) the Company with vested rights under the General Electric Pension Plan and who return to the Company with such vested rights still intact, (but not eligible to automatic service restoration described above) will have their prior General Electric service, to the extent such service is covered by their vested benefits, restored after completing six (6) months of service following their return to the Company. However, such restoration of service shall be contingent upon the employee's full repayment of Income Extension Aid benefits if such benefits were paid either under the sixty (60) day lump sum termination option of the Income Extension Aid Plan or as a result of a plant closing termination which occurred within six (6) months prior to the date of reemployment.

56 If the Company re-employs, on or after September 5, 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 paragraph 53), 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(e).

57 Service restoration provided for in this Section 2 will be contingent upon the employee's full repayment of, a Special Voluntary Layoff Bonus under Section 4(c) or a Special Retirement Bonus under ARTICLE XXIX Section 3(b); or upon the prorated repayment of any Income Extension Aid under Article XXIX 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 rehire. No such repayment is required of benefits paid if the reemployment date is more than one year from the date of the prior termination.

Article IX, Section 3 – Service Credits

58 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 reemployment with continuity of service or with prior service credits as follows:

59 a. Employees when re-employed with prior service credits or continuity of service following

absence due to illness, accident, layoff, 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 (12) 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 re-employed 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.

- 60
- 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.
- 61
- c.
- If an employee who has lost prior service credits or continuity of service is re-employed, he/she shall be considered a new employee and will not receive service credits (unless all or part of prior service credits are restored) for any time prior to the date of such reemployment.

ARTICLE X
Probationary Period

Article X, Section 1

- 62
-
- All new employees engaged by the Company shall be deemed for the first ninety (90) calendar days of their employment to be engaged for a trial period. This time may be extended to 120 days, with mutual agreement between management and the union. During this trial period, the Company shall have the unquestioned right to discharge the employee for any reason other than Union activity.

ARTICLE XI
Holidays

Article XI, Section 1 – Listed Holidays

63

Holiday Schedule:	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
New Year's Day	Jan 1	Jan 1	Jan 1	Jan 3	Jan 2
Martin Luther King's Birthday	Jan 21	Jan 20	Jan 18	Jan 17	Jan 16
*Good Friday	April 19	April 10	April 2	April 15	April 7
Memorial Day	May 27	May 25	May 31	May 30	May 29
Independence Day	July 4	July 3	July 5	July 4	July 4
Labor Day	Sept 2	Sept 7	Sept 6	Sept 5	Sept 4
Veterans Day	Nov 11	Nov 11	Nov 11	Nov 11	Nov 10
Thanksgiving Day	Nov 28	Nov 26	Nov 25	Nov 24	Nov 23
Day after Thanksgiving Day	Nov 29	Nov 27	Nov 26	Nov 25	Nov 24
Day before Christmas Day	Dec 24	Dec 24	Dec 23	Dec 23	Dec 26
Christmas Day	Dec 25	Dec 25	Dec 24	Dec 26	Dec 25
Day before New Year's Day	Dec 31	Dec 31	Dec 31	Dec 30	Dec 29

- * Good Friday (3rd shift) April 22 April 13 April 5 April 18 April 10
 Local management and the local union at each plant may agree in writing to substitute a different holiday in place of any of the above-listed holidays for all purposes.

Article XI, Section 2 – Employees

- 64 a. An employee not on continuous operations will be paid, for each of the above-listed holidays not worked, up to a maximum of twelve (12) hours at his/her current rate of record. The hours paid for a holiday not worked shall be determined by the hours actually worked during the week in which the holiday or holidays occurred, providing each of the following conditions are met:
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. Such employee works his/her last scheduled workday, prior to and his/her next scheduled workday after such holiday within his/her scheduled workweeks. This condition shall not prevent payment of holiday pay to:
 - i. An employee who has been absent from work because of verified personal illness for not more than three (3) months prior to the week in which the holiday occurs and who works or reports for the Company's return to work physical examination the next scheduled workday following the holiday; or
 - ii. An employee who has been continuously absent from work for not more than two (2) weeks prior to the week in which the holiday occurs and who is not at work either or both such workdays due to approved absences for personal illness or emergency illness at home, death in his/her family, layoff or Union activity; or
 - iii. An employee who is not at work on either or both such workdays solely due to military encampment or jury duty; or
 - iv. An employee who is absent from work on either the last scheduled workday prior to double (2) consecutive holiday (when such double (2) consecutive holidays have been arranged under the provisions of Section 4 thereof) or his/her next scheduled workday after such double (2) consecutive holidays (in such case, the employee will be entitled to holiday pay only for the first (1st) of such double (2) consecutive holidays if he/she works the last scheduled workday prior to that holiday, but not the next scheduled workday after the second (2nd) holiday; and he/she will be entitled to holiday pay only for the second (2nd) of such double (2) consecutive holidays if he/she fails to work the last scheduled workday prior to the first (1st) of such double (2) consecutive holidays but works the next scheduled workday after the second (2nd) of such double (2) consecutive holidays.)
- 65 b. Employees who are receiving the night shift differential pursuant to Article VI shall have the same added to any holiday pay received by them under this Article.

* Any of the above-listed holidays falling on Sunday shall be treated for all purposes under this Agreement as falling on the following Monday and shall for such purposes be observed on that Monday only. In like manner, any of the above-listed holidays falling on Saturday shall be treated for all purposes under this Agreement (including the purposes of Section 4 of Article V) as falling on the preceding Friday and shall for such purposes be observed on that Friday only.

- 66 c. Holiday pay will be determined by the following:
- Only the hours worked on Monday through Friday shall be used in making the holiday hour determination.
 - Para. 64 determines which holidays an employee is eligible for pay
 - If there are any other absences (paid or unpaid) during a holiday week, holiday(s) in that week will be paid at a maximum of eight (8) hours.
1. If overtime (greater than 8 hours per day) is worked in the week a holiday occurs, the hours paid for holiday shall include overtime hours at the average hours for the entire work week, rounded to the nearest whole number.

ARTICLE XII
Vacations

Article XII, Section 1 – Paid Vacation Periods

67 Vacations with pay will be granted in each calendar year (hereinafter called the "vacation year") to eligible employees as follows:

<u>Years of</u> <u>Continuous Service</u>	<u>Vacation</u> <u>Days</u>
1 Year	2 Weeks
5 Years	3 Weeks
15 Years	4 Weeks
20 Years	5 Weeks
30 Years	6 Weeks

Employees hired on or after June 18, 2007 will earn vacation on the Earn As You Go (EAYG) method. Employees on the EAYG method will earn a portion of their annual vacation for each month in which they work, including those during the first year of employment.

Article XII, Section 2 – Eligibility Requirements

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

69 If an employee has not qualified under (a) and (b) above, but returns to work without loss of continuity of service during the vacation year, he/she will become entitled to a vacation allowance in the vacation year after he/she shall have worked in the vacation year for one (1) month or for a period equal to that of his/her absence if his/her absence was less than one (1) month. Any such employee re-employed too late to work for one (1) 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.

Article XII, Section 3 – Determination of Paid Vacations

- 70 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.
- 71 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 I (or who completes his/her first (1st) 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 year 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.

Exception: Where a plant shutdown is scheduled for the last week of the year, employees who would have qualified for vacation payment during this shutdown will receive such payment if they return to work (or report for physical examination and are approved for employment) the first (1st) scheduled workday following the shutdown or were at work the last scheduled workday immediately preceding the shut-down.

Article XII, Section 4 – Termination of Employment

- 72 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.

Article XII, Section 5 – Use of Vacation Time for Absences of Employees

- 73 a. **Leave of Absence**
An employee who is granted a leave of absence, may have the first (1st) portion of such leave designated as the period of any vacation to which he/she may then be entitled, if the manager shall approve.
- 74 b. **Extended Illness Accident or Layoff**
Subject to management approval, an employee, who is absent because of illness or accident, or because he/she is laid off for lack of work, may elect (except in a plant or part thereof which is scheduled for an annual shutdown) to have the first portion of such absence designated as the period of any vacation to which he/she may then be entitled. The employee's election to apply unused vacation to extend active service must be made within one week of the beginning of the applicable absence.
- 75 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 (1/2) day or longer) may (with the manager's approval) utilize extra vacation time to which he/she is entitled in excess of any scheduled shutdown or in excess of two (2) weeks in locations where there is no shutdown for such absences in the form of vacation days. This time may be paid out in units of no less than one-half (1/2) day periods.
- 76 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.
- 77 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, shall receive at the end of the vacation year or upon prior termination of service, a vacation allowance in lieu of any vacation to which he/she was entitled.

Article XII, Section 6 – Computation of Vacation Pay

78

a. Basic Formula

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 Subsection (b) below, by the appropriate rate-multiplier as determined by Subsection (c) below. (Vacation pay for any extra day or half (1/2) day of vacation to which an employee may be entitled will be determined by:

1. Dividing by five (5) or ten (10) respectively the weekly hour-multiplier determined for him/her under Subsection (b) below; and
2. Multiplying such daily equivalent by the appropriate rate-multiplier determined by Subsection (c) below.

79

b. Determination of Weekly Hour-Multiplier

The weekly hour-multiplier for vacation pay computations for all employees will be forty (40) hours except as noted in the following paragraphs of this Subsection (b).

1. Short Schedules

The weekly hour-multiplier of an employee whose regular weekly schedule at the time his/her vacation begins is less than forty (40) hours will be the greater of either:

- i. His/her scheduled hours per week at the time the vacation begins; or
- ii. 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 (40) hours.

2. Multiple-Shift Short Schedule

Notwithstanding the provision of (I) 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-seven and one-half (37-1/2) hours shall be not less than forty (40) hours.

3. Extended Schedules

The weekly hour-multiplier of an employee who shall have worked an average of more than forty (40) 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 purposes 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 XXII of this Agreement;
- E. Annual shutdowns and vacation periods;
- F. Employee's personal absences for which pay is granted;
- G. Time lost due to a compensable accident or compensable illness.

80

c. Determination of Rate-Multiplier

The rate-multiplier for various types of employees will be as follows:

Rate Multiplier
The greater of:

CURRENT RATE (including night-shift bonus for employees who are regularly scheduled on a night shift). Regular hourly day-work rate in effect at time his/her vacation begins.

YEAR-END RATE (including night shift bonus for employees who are regularly scheduled on a night shift). Regular hourly day work rate in effect during the last full calendar week worked by his/her during year preceding vacation year.

81

d. Payments for Incidental Absences

The payments described in Section 5-c will be paid on the same basis as outlined above.

Article XII, Section 7 – Scheduling of Vacations

82

Scheduling

- a. A maximum of five (5) shutdown days may be scheduled to run concurrently with the vacation days for eligible employees. Maintenance classifications will be required to work during all shutdowns for maximum of three (3) days, unless excused by management. Other exceptions for certain classifications or individuals by reason of the requirements of the

business shall be at management’s discretion. 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.

For the duration of this Contract, the following days are tentatively scheduled as plant shutdown days. Employees may use vacation or choose to take these dates as unpaid, excused days off:

	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
Shutdown Day 1	Dec 23	Dec 28	Dec 27	Dec 27	Dec 27
Shutdown Day 2	Dec 26	Dec 29	Dec 28	Dec 28	Dec 28
Shutdown Day 3	Dec 27	Dec 30	Dec 29	Dec 29	
Shutdown Day 4	Dec 30		Dec 30		
Shutdown Day 5					

- 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.

83 Postponement or Division of Vacation
It will not be permissible to postpone vacations from one (1) 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.

- d. Work during shut down will be scheduled in the following manner:
 - 1. First, new employees, having no earned vacation.
 - 2. Second, a "plant shutdown" request list will be established, with employees initially ranked in seniority order. Employees will be offered plant shutdown week in seniority order. Once the employee has accepted the offer to work, his or her name shall be placed at the bottom of the list.

Article XII, Section 8 – Time of Vacation Payment

84 Except as otherwise provided in this Article, vacation allowances for full weeks 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 5-c). An employee who takes his/her vacation prior to the date upon which he/she becomes eligible, will recede payment (computed in accordance with Section 6 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 Section 6 above) will be made after the employee has qualified.

Article XII, Section 9 – Holiday in Vacation Period

85 When the vacation period of any employee includes one (1) of the holidays listed in Article

XI, an additional day of vacation will be granted with pay, if the holiday occurs during the scheduled workweek of the employee, except when a holiday(s) falls within a Shutdown period in conformance with Section 7 of this Article.

Article XII, Section 10 – Death in Family in Vacation Period

- 86 When an employee on vacation experiences a death in family which would otherwise qualify the employee for leave under Article XV, 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 XIII
Leaves of Absence**

Article XIII, Section 1

- 87 Subject to management approval, an employee, upon application in writing, may be granted a leave of absence without pay, because of official union business, personal illness, illness in his/her immediate family and disability.

Article XIII, Section 2

- 88 Leave of absence will not be granted for the purpose of self-employment or employment elsewhere. If an employee is granted a leave of absence and is found to be employed elsewhere, he/she will be considered to have quit without notice.

Article XIII, Section 3

- 89 An employee accepting a full-time position as Union Representative shall be granted a leave of absence without pay for the term of his/her office, or any renewal thereof, without loss of seniority. No more than one (1) employee may be granted such leave at any one (1) period of time.

Article XIII, Section 4

- 90 Seniority shall accumulate during all leaves of absence defined above.

**ARTICLE XIV
Discipline**

Article XIV, Section 1

- 91 No employee shall be discharged or disciplined without just cause. Any employee who has been discharged shall, if he/ she so requests, be granted an interview with his/her Union Representative (if such Union Representative is present) before he/she is required to leave the plant.

Article XIV, Section 2

- 92 Should there be any dispute between the employer and the Union concerning the existence of just cause for discharge or discipline of an employee, other than a probationary employee, such dispute shall be subject to the Grievance Procedure.

ARTICLE XV Seniority

Article XV, Section 1

93 Seniority shall mean the length of time since employment by the Company in the Bargaining Unit providing it has not been broken for reasons set forth in Article IX, Section 2a and 2b.

Article XV, Section 2

94 In the event it becomes necessary to reduce the working force, employees shall be laid off by seniority as follows:

- a. Within the job classification: then
- b. Plant-wide based on individual qualifications to perform the work.

Under the aforementioned procedure, employees will have the right to choose their shift, seniority permitting.

Article XV, Section 3

95 On a subsequent increase of such working force, qualified employees will be called back to work in the inverse order of their layoff before new employees are hired.

Article XV, Section 4

96 Where an employee exercises his/her plant-wide seniority to displace, he/she must stay in that job until such time as the working force is again increased, except where he/she is the successful bidder and has accepted a new job or vacancy under Section 8 below. In the latter case, the employee may have the choice of the job held prior to displacement (on its reopening) or the job on which he/she has successfully bid, The job that then remains open shall be posted in accordance with Section 8 below.

Article XV, Section 5

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

Article XV, Section 6

100 It is the employee's responsibility to keep the Company informed of his/her current address. An employee will be deemed to have received notice to return to work from a layoff if the Company sends a registered letter, return receipt requested, to the last address furnished to the Company by the employee.

Article XV, Section 7

101 The Company shall prepare and maintain a seniority list to record the status of each employee.

Article XV, Section 8 – Job Posting

102 When new jobs or permanent vacancies are created, the employees with the greatest seniority shall be given preference, providing they have the ability to perform the services required. The Company retains the sole right to determine qualifications. The supervisor will post job openings on plant bulletin boards for a minimum of three (3) working days. Management may temporarily fill vacancies; however, such temporary fill-in time shall not exceed ten (10) working days. If there has not been acceptance or outside hiring for permanent filling of the job within thirty (30) days from the last posting, then the job opening shall be again posted.

- a. If an employee signs a job posting and is offered the position, the employee must accept the position at the time the position is offered

103 Employees accepting positions in accord with the job posting procedure will not be considered for further positions for which they have posted for nine (9) months from the date of their new position. If there are no other internal candidates who have posted for the new position, an employee will be considered for the position if he/she is not currently in training and evaluation for entry into classification. New hires to the Company will not be considered for internal job postings until they have been employed by the Company for twelve (12) months. Employees recalled from layoff will not be considered for internal job posting until twelve (12) months after his/her recall date, except in the case where his/her previous job classification has a job posting.

- a. Upon accepting a job posting, the employee is expected to be moved into the new job within 30 days. If the Company cannot accommodate this duration, then the employee is to be paid at the higher pay rate of the new job or current job while in the current job. This does not change progression or night shift premium policies.

Article XV, Section 9 – Shift Preference

104 Employees may use their seniority within their classification to choose the shift which they wish to work. Except for open positions, no employee may exercise this privilege to transfer shifts more than once a year. Employees may use their seniority within their job classification to establish their shift preference in an open job prior to its being posted.

**ARTICLE XVI
Shop Committee**

Article XVI, Section 1

105 The Company recognizes and will deal with the Shop Committee in all matters relating to the interpretation of this Agreement and any other matters that may affect the relationship between the Company and the Union. The negotiation committee will consist of the Chief Shop Steward and three (3) Stewards, one from each shift.

Article XVI, Section 2

106 A written list of the names of the Shop Committee members shall be furnished to the Company immediately after their designation and the Union shall notify the Company promptly in writing of any change in the membership of the Shop Committee.

ARTICLE XVII
Grievance Procedure

Article XVII, Section 1

107 For the purpose of this Agreement, the term "grievance" means any dispute between the Company and the Union, or between the Company and any employee concerning the interpretation and application of this Agreement.

Article XVII, Section 2

108 An honest effort shall be made to adjust grievances brought to the attention of management within two (2) weeks of the occurrence on which the grievance is based. Grievances may be processed only by recourse to the following successive steps:

109 a. Step One (1)
Between the employee and his/her supervisor. The employee may take his/her committeeman or shop steward with him/her.

110 b. Step Two (2)
Then between the shop steward and the department supervisor. Shop steward may take committeeman with him/her.

111 c. Step Three (3)
Then the grievance will be reduced to writing (three (3) copies, two (2) for management) and presented to the plant manager who will meet with the negotiating committee and business representative. A written answer shall be provided to the business representative within fifteen (15) working days of the meeting between the plant manager and the negotiating committee and business representative.

112 A grievance filed on behalf of a candidate for preferential placement under Article XXII which arises solely due to the failure of Company management at a 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 XXII 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 XVII, Section 3

113 If the grievance is not settled pursuant to Section 2 and if the matter is one that is subject to arbitration pursuant to Article XXVIII either party may refer the matter to arbitration by written notice to the other not later than thirty (30) days after disposition in Step Three (3) of Section 2 unless such time is extended in writing by both parties in accordance with Article XXVIII, Arbitration

Article XVII, Section 4

114 Whenever an OSHA inspection shall occur in a work area that includes employees represented by the Union an employee designated by the Union who accompanies the OSHA

inspector as the employees representative will be paid for time lost from work during such inspection.

ARTICLE XVIII
Method of Wage Payment

Article XVIII, Section 1

115 The Company will pay all employees covered by this Agreement weekly.

Article XVIII, Section 2

- 116 a. A temporary transfer is a change in classification or shift due to a lack of work or a scheduled need condition and NOT to exceed ten (10) working days. The least senior qualified employee will be transferred first.
- 117 b. An employee who is temporarily transferred to a job having an equal or lower job rate shall continue to be paid at his/her current rate of pay.
- 118 c. An employee who is temporarily transferred to a job having a higher job rate shall be paid at or between the starting rate and the job rate commensurate with the employee's ability to perform the job, but not less than the employee's current rate of record.
- 119 d. Time on the temporary transfer shall not be deducted from the employee's progression schedule.

ARTICLE XIX
Visitation

Article XIX, Section 1

120 Accredited representatives of the Union may have access to the plant premises of the Company during working hours by advance approval of management.

ARTICLE XX
Rights of Management

Article XX, Section 1

121 The Company has and will retain the unquestionable and exclusive right and power to manage the plant and direct the working forces. This exclusive right and power shall include the right to hire, promote, demote, transfer, assign work, suspend or discipline or discharge for proper cause, and maintain discipline and to determine the qualifications and efficiency of employees. In addition, the products to be manufactured, the location of plants or departments, the scheduling of productivity and the process and means of manufacturing are solely and exclusively the function of the management; provided, however, that in the exercise of such functions, the management shall not violate the provisions of this Agreement.

ARTICLE XXI Health and Safety

Article XXI, Section 1

- 122 The Company and the Union will cooperate to promote health and safety in the plant. The Union agrees to cooperate with the Company to the end that its employees will use safety and health equipment in encouraging employees to observe safety and health regulations prescribed by the Company.

Article XXI, Section 2

- 123 The Company will cooperate with the Union and give serious consideration to the Union's suggestions to improve health and safety in the plant.

ARTICLE XXII Jury Duty

Article XXII, Section 1

- 124 When an hourly-paid employee is called for service as a juror, 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 8 hours per day and 40 hours per week.

Article XXII, Section 2

- 125 Similar pay as specified in Section I above will be granted to an employee who loses time from work when he/she is subpoenaed to appear in court, except when he or she is either a plaintiff, defendant, or other party to the court proceeding.

ARTICLE XXIII Military Pay Differential

Article XXIII, Section 1

- 126 An employee with thirty (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 of 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 calculated on the basis of a regularly scheduled workweek up to a maximum of forty (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 work days 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 military pay (or a military pay differential) for the same period.

Article XXIII, Section 2

- 127 An employee with thirty (30) days or more of service credits who does not exhaust the twenty-one (21) calendar day period during the calendar year for his/her annual encampment or

training duty and who is required during the same calendar year to attend a weekend period of training shall be granted a military pay differential provided that the twenty-one (21) calendar day period of military service in the same calendar year is not exceeded. Such military pay differential shall be the amount by which the employee's normal straight-time pay, calculated on the basis of a non-premium workday, up to a maximum of eight (8) hours, which the employee has lost by virtue of such absence, exceeds any pay received for such day or days of absence from the Federal or State Government, recalculated to exclude the Government pay applicable to Saturdays and Sundays. Saturdays and Sundays shall be counted for the purpose of determining the extent to which the twenty-one (21) calendar days of military service have been utilized in the same manner as annual encampment or training duty.

Article XXIII, Section 3

- 128 An employee with thirty (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 work days of normal straight-time wages or salary up to 40 scheduled hours per week the employee is entitled to differential pay for the rest of the temporary emergency duty leave up to a maximum of 8 weeks. Such military pay differential shall be the amount by which the employee's normal straight time wages or salary, calculated on the basis of a regularly-scheduled workweek up to a maximum of 40 hours, which the employee has lost by virtue of such absence, exceeds any pay received for such absence from the Federal or State Government, recalculated to exclude the Government pay applicable to Saturdays and Sundays. Additionally, such items as subsistence, rental and travel allowance shall not be included in determining pay received from the Government. Service credits will also be granted for the length of the leave.

Article XXIII, Section 4

- 129 An employee on annual encampment, training duty or performing emergency training duty may not receive a Vacation pay allowance and a military pay differential for the same period.

Article XXIII, Section 5

- 130 An employee who has less than thirty (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.

**ARTICLE XXIV
Sick Pay**

Article XXIV, Section 1

- 131 An hourly employee with one (1) 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:

132 Maximum Hours of Sick Pay For:

<u>Continuous Service</u>	<u>Each Calendar Year</u>
1 – 14 Years	24 Hours
15 – 24 Years	32 Hours
25 + Years	40 Hours

133 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.

134 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.

135 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.

Article XXIV, Section 2 – Accumulation of Sick Pay

136 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 are regularly scheduled on a night shift. Notwithstanding anything to the contrary in Section 1, 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 accumulate 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 1.

Article XXIV, Section 3 – Rate of Pay

137 The rate of pay applicable to absences covered under this Article will be the current rate of record in effect when last at work prior to the absence, including night shift bonus for employees who are regularly scheduled on a night shift.

Article XXIV, Section 4 – Half Day Definition

- 138 A "half day" is defined as half of the number of hours in the employee's established regular daily schedule, or the entire segment of the employee's workday either preceding or following the employee's established lunch period.

Article XXIV, Section 5 – Maximum Hours

- 139 The maximum sick pay hours payable for any one (1) day of approved absence will be the number of hours in the employee's established regular daily schedule for the day of the absence but not in exceed his/her total eligibility.
- 140 The maximum hours of sick pay payable to an employee in a calendar year will be calculated by multiplying the number of sick pay days based on the employee's continuous service, by the number of hours in the employee's established regular daily schedule, (up to a maximum daily rate of eight (8) hours).
- 141 In addition, any unused sick pay up to a maximum of 240 hours carried over from the preceding calendar year will be available for payment of approved absences.
- 142 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 pay hours payable to such employee for that calendar year will be adjusted by determining the proportion of the maximum sick 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.
- 143 a. An employee working a regular daily schedule of not less than six (6) hours shall receive Sick and Personal Pay based on his regular daily schedule up to the Maximum Hours for which he is eligible under the table in Section 1.

Article XXIV, Section 6 – Sick and Personal Pay Allowance

- 144 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 days. 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 12 months or more. Such allowance will be paid the earlier of termination or twelve months following removal from the active payroll.
- 145 An employee who retires from the Company will be paid at his/her straight time rate for any unused sick and personal days, including any days that were accumulated and carried over from a previous year.

Article XXIV, Section 7 – Paid Parental Leave

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

placement for adoption of a child or children.

(a) Eligibility Criteria:

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

(b) Use Criteria:

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

(c) Payment for Paid Parental Leave

- (1) 100% of an employee's regular straight time hourly rate, excluding overtime, but including Night Shift Bonus for employees who are regularly scheduled on a night shift.
- (2) Additional pay is not provided if a designated, paid holiday falls within the same week as the employee's Paid Parental Leave.
- (3) Employees impacted by a job loss taking effect during the leave will be placed on a job loss status on the effective date. Unused leave time will not be paid out unless required by law.

ARTICLE XXV Absence for Death in Family

Article XXV, Section 1

146 An hourly paid employee who is absent from work solely because of the death and funeral of his or her spouse, child, step-child, step-brother, step-sister, foster child (if living in the employee's home), grandchild, step-grandchild, son-in-law, daughter-in-law, parent, step-parent, grandparent, step-grandparent, grandparent-in-law, brother, brother-in-law, sister, 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/her from his/her regular schedule by reason of such absence, for three days for each such absence and up to eight hours per day. In the event of death of employee's spouse, child, parent or step-parent, step-child, 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.

ARTICLE XXVI

Clinic Time

Article XXVI, Section 1

- 147 Employees will be paid at their applicable rate for time spent in a clinic for examination or treatment of any injuries arising out of and in the course of their employment, whenever such time would otherwise have been spent by the injured employee on the work assigned to him/her. Employees who are directed not to return to work as a result of their injury shall be paid at their straight-time rate to the end of their scheduled work shift.

ARTICLE XXVII
MEMORANDUM OF AGREEMENT ON EMPLOYEE BENEFITS

148 This Memorandum of Agreement (Part Three) entered into between the GE PRECISION HEALTHCARE, LLC (herein referred to as the "Company") and INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, AFL-CIO, DISTRICT NO. 54, Local Lodge 439 (herein referred to as the "Union") shall be applicable to and binding upon the Company, the Union and Employees represented by the Union as set forth in the Union Recognition provision of the 2019-2023 Collective Bargaining Agreement between the parties.

I. Year 2019 Benefit Plan Changes as Provided in Appendix B, Attached Hereto

II. Incorporation of Benefit Plans

The Company shall continue to make available to employees represented by the Union, the benefit plans listed below* with the changes set forth in Section I above, 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.

- 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
- E. GE Pension Plan
- 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 (Hourly/Nonexempt and Exempt)
- J. GE Emergency and Family Aid Plan
- K. GE Individual Development Program
- M. GE Long Term Care Insurance Plan (closed to new entrants)

III. The claim of an employee concerning rights under the terms of these listed benefit plans 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.

IV. The Company and the Union, having negotiated concerning the subject of employee benefits, each waives the right to require that the other 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.

V. Modification and Termination

The Memorandum of Agreement on Employee Benefits may be modified or terminated on the same basis as the 2019-2023 Collective Bargaining Agreement between the Company and the Union.

Article XXVII, Section 2

149 Is the mutual understanding of the parties that the Company reserves the right to modify and amend the benefit plans as offered employees represented by the Union and employees of the Company generally.

Article XXVII, Section 3

150 Copies of the text of the benefit plans have been supplied to the Union. It is mutually agreed that none of the benefit plans contained in the Article is subject to Article XXVIII, Arbitration.

**ARTICLE XXVIII
Arbitration**

151 In the event any grievance, except one (1) involving a subject excluded from arbitration under Section 6 of this Article, remains unsettled after having been fully processed pursuant to the provisions of Article XVII, Grievance Procedure, of this Agreement, and if the grievance involves the interpretation or application of a provision of this Agreement, such grievance may be submitted to arbitration by the Union or the Company in accordance with the provisions of a mutually acceptable written submission signed by the parties and containing a statement of the matter in dispute and the remedy sought: provided however, that any request for arbitration must be submitted in writing not later than thirty (30) days after the final decision of the Company has been given to the Union pursuant to Section 2-c of Article XVII of this Agreement. If such request for arbitration is not made within such period, the grievance shall be considered as withdrawn and the dispute covered by it shall be deemed permanently settled for purposes of both Article XVII and this Article.

Article XXVIII, Section 2

- 152 a. A request for arbitration shall state in reasonable detail the nature of the dispute and the remedy requested.
- 153 b. Within thirty (30) days after the receipt of a request to arbitrate, the receiving party will give its response thereto in writing, stating whether or not it believes the stated dispute to be arbitrable. If the receiving party believes the dispute not to be arbitrable, it will state its reasons in reasonable detail.
- 154 c. If the response agrees to the arbitrability of the dispute, either party may request the American Arbitration Association to submit a panel of names from which an arbitrator may be chosen. In the selection of an arbitrator and the conduct of any arbitration, the Voluntary Labor Arbitration Rules of the American Arbitration Association shall control, except that:
1. Notwithstanding any provision of such rules, the Association shall have no authority to appoint an arbitrator in any matter who has not been approved by both parties until and unless the parties have had submitted to them at

least three panels of arbitrators and have been unable to select a mutually satisfactory arbitrator therefrom: and

2. Either party may, if it desires, be represented by counsel.

- 155 d. It is further expressly understood and agreed that the American Arbitration Association shall have no authority to process a request for arbitration or appoint an arbitrator if either party shall advise the Association that such request involves a grievance which does not, in its opinion, raise an arbitrable issue. In such event, the Association shall have authority to process the request for arbitration and appoint an arbitrator in accordance with its rules only after a final judgment of a court of competent jurisdiction has determined that the grievance upon which arbitration has been requested raises arbitrable issues and has directed arbitration of such issues.
- 156 e. If a response to a request for arbitration disagrees as to arbitrability of the dispute, either party may request a conference to discuss the arbitrability of the dispute, and to seek to resolve the differences between the parties.
- 157 f. If a final judgment of a court of competent jurisdiction has determined that a request raises arbitrable issues, the court's decision shall specify in reasonable detail the issues as to which arbitration is directed. The arbitration shall thereafter proceed only upon the issues specified in such final court judgment' and the arbitrator shall have no authority or jurisdiction to consider issues other than those specified.

Article XXVIII, Section 3

- 158 The award of an arbitrator upon any grievance subject to arbitration herein provided shall be final and binding upon all parties to this Agreement, provided that no arbitrator shall have any authority or jurisdiction to add to, detract from, or in any way alter the provisions of this Agreement.

Article XXVIII, Section 3A

- 159 When a request for arbitration involves only relief from a disciplinary penalty or discharge alleged to have been imposed without just cause, or involves a dispute which the Company admits to be arbitrable, or when a final court judgment shall have ordered arbitration of a request, the Association shall submit the appropriate matter promptly to one of the Contract Arbitrators listed below for scheduling of a hearing thereon.
- 160 The Contract Arbitrators shall serve for the duration of this Agreement. The Association will assign each arbitration case in rotation, in the order of Contract Arbitrators listed below. If a Contract Arbitrator states that he is unable to accept a case, it will be referred to the next Contract Arbitrator in line.
- 161 Whenever the number of unresolved arbitration requests assigned to a Contract Arbitrator shall exceed three, any additional requests which would otherwise be assigned him in order of rotation shall be referred to the next Contract Arbitrator in line.

Contract Arbitrators
Timothy L. Borustein
Leroy D. Clark
Larry Dias
Phillip Dunn
Lawrence T. Holden, Jr.
Charles F. Ipavec
Mark L. Irvings
Michael Jedel
William Nowlin

Craig Overton
Joan W. Parker
Marsha Saylor
Joseph P. Sirefman
Janet M. Spencer

162 In all discharge and upgrading cases, the Association shall expedite the handling of such cases as follows:

- i Request from the Contract Arbitrator, at the time of appointment, two or three proposes alternative hearing dates for hearing days within sixty (60) days of appointment.
- ii. Communicate proposed alternative hearing dates to designated representatives of the parties promptly and secure a final commitment on a hearing date.
- iii. Schedule agreed upon hearing date in accordance with regular procedure.

163 a. Only one request shall be scheduled for the same arbitration hearing, except by mutual agreement of the parties.

164 b. In the conduct of an arbitration hearing, the applicable provisions of the Voluntary Labor Arbitration Rules of the association shall control, except that either party may, if it desires, be represented by counsel.

165 c. The dispute as stated in the request for arbitration shall constitute the sole and entire subject matter to be heard by the arbitrator, unless the parties agree to modify the scope of the hearing.

166 d. In the event that a party initiating a request to cancel or postpone a hearing fails to provide notice to avoid incurring a cancellation fee, and no good cause can be shown for the untimely cancellation, such party shall be responsible for payment of the applicable fee.

- i. 1-2 weeks prior to hearing date 50% per diem rate
- ii. less than 1 week prior to hearing date 100% per diem rate
- iii. arbitrator fees shall be split 50% / 50% between the parties

Article XXVIII, Section 4

167 The matter in dispute and the remedy sought as set forth in the submission statement agreed to by the parties as provided for in Section 1 of this Article shall constitute the sole

and entire subject matter to be heard by the Arbitrator unless the parties agree to modify the scope of the hearing.

Article XXVIII, Section 5

168 Only one (1) request shall be scheduled for the same arbitration hearing, except by mutual agreement of the parties.

Article XXVIII, Section 6 – Matters Excluded From Arbitration

- 169 a. It is specifically agreed that no arbitrator shall have the authority to consider any matter involving the exercise of a right reserved to management including, but not limited to, management's right to determine the methods and means by which its operations are to be carried on.
- 170 b. Any grievance involving the interpretation or application of, or pertaining in any way to any of the following Articles and agreements shall not be subject to arbitration:
1. Article VIII. Wage Rates
 2. Article XX. Rights of Management
- 171 c. Discipline of probationary employees, the subcontracting of work and the establishment, administration, interpretation or application of the G.E. Insurance Plan, Pension Plan, the Savings and Security Program, or other Company benefit plans listed in Article XXVII of this Agreement for which an employee covered by this Agreement is eligible to participate.

Article XXVIII, Section 7 – Discipline Other Than Discharge

172 Any arbitration case between the Company and the Union which is limited to a disciplinary penalty other than discharge is covered by the supplemental arbitration procedure set forth below:

- 173 a. The following rules shall apply in cases covered by this Section:
- i. The only issue before the arbitrator shall be whether the discipline was imposed for just cause.
 - ii. There shall be no transcript of the hearing
 - iii. There shall be no post-hearing briefs or other written arguments by the parties.
 - iv. If either party so requests, there shall be a thirty, (30) minute recess before any closing oral argument by the parties.
 - v. The arbitrator shall render an Award without an Opinion no more than twenty-four (24) hours after the closing of the oral hearing.
- 174 b. The compensation for an arbitrator for hearing a case under this procedure shall be a fee of \$1,750.00 for each case. The arbitrator shall also be entitled to travel expenses in accordance with the regular procedures of the American Arbitration Association.
- 175 c. A special panel of arbitrators shall be established to hear cases under this procedure by mutual agreement of the parties.
- 177 d. Whenever a request for arbitration meets the criteria set forth above, the Association shall designate an arbitrator from the special panel of arbitrators, as provided for herein,

to hear the case instead of a regular Contract Arbitrator, as provided for in Section 2-c of this Article, as follows:

- i. Assignments will be made by the American Arbitration Association based on the arbitrators' geographical proximity, the availability of the arbitrators, and the number of cases assigned particular arbitrators at given locations. No arbitrator will be assigned to more than 25% of the cases at a given location under this procedure without the mutual consent of the parties.
- ii. A date for a hearing shall be scheduled within sixty (60) days of the appointment of the arbitrator.

ARTICLE XXIX Job and Income Security

Article XXIX, Section 1 - Definitions

- 178 (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 any plant, service shop, or other facility, or 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.

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 (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 of 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" and "to transfer work", and "work transfer" mean the discontinuance of ongoing work at one location coupled with the assignment of the same work to a different location, including subcontracting the same work to another employer, if such assignment of work would directly cause a decrease in the number of represented employees performing such work at the first location.
- (d) The term "robot" means a programmable, multi function manipulator designed to move materials parts, tools, or specialized devices through variable programmed

motions for the performance of a variety of tasks.

- (e) The term “automated manufacturing machine” means a device for doing work which has programmable controllers (PC), numerical controls (NC), computer numerical controls (CNC), or direct numerical controls (DNC).
- (f) The term “automated office machine” means a device for doing office work which is computer-based and which includes work processing, data processing, image processing, electronic mail or business and engineering graphics devices.
- (g) The term “week’ pay” as use in this Article XXIX, for a salaried employee shall be the higher of (a) the employee’s normal straight-time weekly salary (including any night shift bonus) for the last full week worked by him or (b) the employee’s normal straight-time weekly salary (including night shift bonus) in effect during the last full calendar week worked by him during the calendar year preceding the year in which his current layoff began. A “week’s pay” for an hourly employee on day work shall be calculated by multiplying the higher of (a) his straight-time hourly rate (including any night shift bonus) which he was paid during the last full calendar week worked by him during the calendar year preceding the year in which his current layoff began, times the number of hours in the employee’s normal workweek, up to 40 hours. A “week’s pay” for an hourly employee on incentive shall be calculated by multiplying the higher of (a) his average straight-time earning rate (including any night shift bonus) obtained from the last available periodic statistics applicable to time worked by him during his last week worked or (b) his average straight-time earning rate (including any night shift bonus) obtained from the last available periodic statistics applicable to time worked by him during the calendar year preceding the year in which his current layoff began, times the number of hours in the employee’s normal work week, up to 40 hours.
- (h) The term “Special Early Retirement Option Offset” includes the present value of the difference between the pension benefits the employee would be eligible to receive absent exercise of the Special Early Retirement Option, or the Plant Closing Pension Option, and the benefits to be received under the Special Early Retirement Option or the Plant closing Pension Option, including the present value of any Pension Plan Supplements payable as a result of a permanent job loss event as defined in the GE Pension Plan. This difference shall be measured from the date of termination for retirement to the date the individual would be otherwise able to receive an unreduced pension. For the purpose of determining present value, the interest rate discount assumption used will be whichever of the following two interest rates applicable to the first day of the calendar year in which the participant produces the smaller offset: (1) the lump sum interest rate for private sector payments as may be published by the PBGC, or (2) the “Applicable Interest Rate” under the GE Pension Plan (currently the 30-year treasury rate).

This Special Early Retirement Option Offset shall also include an amount attributable to health benefits payable as a result of a permanent job loss event as defined in the GE Pension Plan. As of January 1, 2003, this amount will be calculated by multiplying \$5,189 times the number of who 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 or Plant Closing Pension Option election. The \$5,189 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.

Article XXIX, Section 2 – Plant Closing

179

(a) General

- (1) Whenever the Company decides to close a plant, the Company shall give notice of its decision to the Union, the Local or Locals involved, 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 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 one week's advance notice of the specific date of his 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 might have qualified for the calendar year in which his employment is terminated and any other accumulated allowances due him, provided that after the announcement of intent to close a plant he:
 - (i) continues regularly at work at the closing location until the specific date of his termination, or
 - (ii) fails to continue regularly at work until the specific date of his termination due to verified personal illness, leave of absence, or layoff.
- (2) An eligible employee will be similarly eligible for Severance Pay and his full vacation allowance if he 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 closing date.
- (3) Also eligible for Severance Pay under this Section 2 (b) are former employees of a closed location who in the period from 18 months to 12 months prior to the location's plant closing date were laid off and who broke service prior to such date. Except as provided in this paragraph, such former employees are ineligible for any other benefits payable to active employees affected by a plant closing. The payment of Severance Pay as described herein shall not serve to restore service or otherwise affect the benefit status of such former employees.
- (4) Such employee may request that his date of termination be advanced so that he can accept other employment and the local management shall have unilateral

discretion to grant such a request, provided that such request shall not be unreasonably denied.

- (5) Notwithstanding the provisions of this Section 2, an employee who is affected by plant closing may elect, prior to the specific date of his 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 ½ week's pay for each of the employee's full years of continuous service plus 3/8 of a week's pay for each additional 3 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 4 week's 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 ½ of a week's pay for each additional 3 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 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 skill, local management will establish an Employment Assistance Program following announcement of a decision to close a plant. The Employment Assistance Program will include 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) Local Union involvement will be encouraged in these activities and local management may also use the expertise and resources of public and

private agencies in providing these services.

- (iii) Two (2) employee representatives designated by the Local (one such representative in plant of less than 300 represented employees) will each be paid by the Company at their respective rate then prevailing, for approved absences from work up to a total of eight (8) hours per week to work with local 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, costs of necessary books, and other required supplies. However, if tuition or other authorized expenses are covered by government benefits, other employers, or scholarships, the Company reimbursement will not apply to that portion covered by such other plan.

- (iii) An employee who elects to receive benefits under the Income Extension Aid layoff option in lieu of benefits under the Plant Closing section of this Article will not be eligible for Education and Retraining Assistance.

(d) Optional Local Plant Closing Termination Agreement

Because the circumstances in a plant closing will vary in terms of employment, location and timing, as well as other local considerations, the Local Union and local management may negotiate a Special Local Agreement covering the plant closing termination procedure for employees represented by the Local. Any such agreement shall be in writing and approved in accordance with Article XXIX, Section 2, of this Agreement.

Article XXIX, Section 3 – Retraining and Readjustment Assistance

(a) Rate Guarantee

An hourly rated or nonexempt salaried 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 or office machine shall be paid on any job to which transferred or recalled in the plant at a rate not less than the regular hourly day-work rate (average earnings exclusive of overtime premium in the case of incentive workers and actual straight time salary rate in the case of nonexempt salaried employees,) of the job eliminated for up to seventy-eight (78) weeks immediately following the original transfer or layoff. In the event that an hourly rated nonexempt salaried 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 the time, such subsequently displace 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 hourly rated or nonexempt salaried 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, un-replaced product line, the introduction of a robot, or the introduction of an automated manufacturing or office 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, un-replaced product line, introduction of a robot, or introduction of an automated manufacturing or office 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 or office 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, un-replaced product line, or the introduction of an automated manufacturing or office 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 reduction of force of indefinite duration.

(c) **Special Placement Procedure**

(1) **Election**

An hourly rated or non-exempt salaried employee whose job is directly eliminated by a transfer of work, the discontinuance of a discrete, un-replaced product line, the introduction of a robot, or the introduction of an automated manufacturing machine or office machine may request a Special Placement from the eliminated job in lieu of placement, displacement or layoff under the regular local layoff and rehiring procedure. The Special Placement request must be made within two (2) working days following notification to the employee of the regular placement, displacement or layoff.

(2) **Placement**

(i) If a timely request is made, an eligible employee shall be placed, or displace with seniority, on an available equal or lower rated job classification if the employee has the necessary minimum qualification for the job; provided the Special Placement would be on a higher rated job than that provided by the regular displacement.

(ii) If an eligible hourly rated employee who has made a timely request is unable to be placed under Section 3 (c)(2)(i) above, such employee shall be placed, or displace with seniority, on an equal or lower rated job up to the top of the one month progression schedule without regard to the regular minimum qualifications for the job; provided the Special Placement would be on a higher rated job than that provided by the regular placement.

(iii) An employee placed under this Section 3(c) is required to achieve normal performance within the time period of the regular progression schedule.

(d) **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 or office machine, the Local Union and local management may negotiate a Local Retraining and Placement Agreement.

(e) **Preferential Placement**

(1) **Eligibility**

An hourly rated or nonexempt salaried employee eligible for: (i) Severance Pay under Section 2 or (ii) 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, discontinuation of a discrete, un-replaced product line, the introduction of a robot, or the introduction of 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 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 (e)(1)(i) and Section (e)(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 (e)(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 (e)(1)(i) or Section 3 (e)(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 give 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 the provisional placement period. Failure to so demonstrate or perform will result in the candidate's removal from the provisional placement. The candidate will then continue in Preferential Placement status as of 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

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 payment shall be 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 (e) 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 former location except in the event he is laid off or terminated by a plant closing at his new location. If laid off or terminated due to plant closing at the location at which he 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 (e) within three (3) years from, as applicable, that individual's designated date of termination for plant closing or 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 purpose of attending approved selection procedures established by the designated locations.

(7) Residual Benefits

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 (e), 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 (e). 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 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 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

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

(10) Pay Rates at New Location

Individuals placed under this Section 3(e) 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.

Article XXIX, Section 4 – Income Extension Aid

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(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) week's 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 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 repayment of benefits paid under such Section 4 (b)(1)(iii) or Section 2 or Section 3 (e), this Subsection (a)(2) shall apply when he returns to work with respect to a subsequent layoff.
- (3) **Minimum Benefits**
The amount of the Income Extension Aid benefit as computed under Section 4 (a)(1) shall be subject to a minimum benefit equal to four (4) week's pay. An employee laid off while in the process of service restoration under Article VIII, Section 2 (e) 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 is unemployed, may elect to receive a weekly payment from the Income

Extension Aid payable to him, in such amounts and upon such conditions as set forth in this subsection.

Prior to the exhaustion of his 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 weekly pay as defined in Section 1 (g) for temporary lack of work layoffs and ninety (90) percent of his weekly pay as defined in Section 1(g) 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 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 part, solely because of a disability arising more than 31 days following layoff rendering he 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 entitlements to federal and state unemployment compensation benefits, the weekly payment shall be in that amount which equals seventy-five percent of his weekly pay as defined in Section 1 (g) for temporary lack of work layoffs and ninety (90) percent of his weekly pay as defined in Section 1(g) for announced permanent lack of work layoffs. Payments shall be made only if the employee certifies that he 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 is unemployed and attending a recognized trade or professional school or training course under the GE Individual Development Program, attendance at which makes him 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 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 IX 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, and 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 of \$20,000 in lieu of any other payment under this Article and will terminate service with the Company.

Article XXIX, Section 5 – Notice, Bargaining and Information Requirements

182 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 or office 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 year in advance of the plant closing date to the Union, the Local involved and to employees concerned. Such notice will include identification of the plant to be closed, the Local involved and the date when terminations of represented employees because of plant closing are expected to begin.

(2) **Bargaining**

If the Local 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 Local within five (5) working days of such request and bargaining period shall continue for up to sixty (60) calendar days from the date the Company notice of intent to close the plant unless this period is extended by mutual agreement. The Company will make a decision whether or not

to close the plant after this bargaining period.

(3) Information

If information is requested by the Local for bargaining provided for in Section 5(a)(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 close the plant and, where employment cost is a significant factor, the related wages, payroll allowances and employees benefits expenses of represented employees at the plant intended to be closed. This information will be treated as confidential by the Local.

(b) Transfer of Ongoing Production Work

(1) The Company will give notice of its intent to transfer ongoing production work a minimum of six (6) months in advance of the effective date of the work transfer to the Local involved. Such notice will include identification of the work to be transferred, the expected decrease in the number of represented employees as a direct consequence of the transfer of work and the anticipated date of the transfer of work.

(2) Bargaining

If the Local requests decision bargaining within ten (10) working days following a Company notice of intent to transfer ongoing production work, the Company will be available to meet with the Local 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 transfer the work unless the period is extended by mutual agreement. The Company will make a decision whether or not to transfer such work after this bargaining period.

Further, if a Transfer of Work is not completed within eighteen (18) months of the effective date of the transfer, then the local or International may request an additional 30 day Decision Bargaining period within (10) calendar days of the original completion date. The Company will be available to meet with the Local or International 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) to which the work has been assigned for transfer. The Union must provide a proposal within five (5) calendar days of receipt of cost comparison information requested pursuant to Section 5 (b)(3) below. The Company will make a decision whether or not to transfer the remaining work after this bargaining period.

(3) Information

If information is requested by the Local for bargaining provided for in Section 5(b)(2) of this Article, the Company will promptly make the following information available to the Local for such bargaining. The information will specifically include the express reason(s) for intending to transfer the work. Where cost is a significant factor, in the Company's intent to transfer the work, the Company will provide the Local with a cost comparison between the cost of the work to be transferred and the projected cost to the Company of having the work performed elsewhere. Likewise, the Company will

also provide the related wages, payroll allowances and employee benefits expenses of represented employees for the work intended to be transferred and of their counterparts who would be assigned the work. For the 30 day bargaining period referenced in 5(b)(2), the Company will provide the Local only with the production cost comparison between the applicable location(s) for the remaining work. This information will be treated as confidential by the Local.

(c) Transfer of Non-production Work

(1) Notice

The Company will give notice of its intent to transfer non-production work, or subcontract non-production work at the same plant location or elsewhere if such subcontracting of work would directly cause a decrease in the number of represented employees performing such work, a minimum of sixty (60) calendar days in advance of the effective date of the work transfer or subcontracting to the Local involved. In the case of transfers of work or subcontracting that would directly cause a decrease of more than 50 of represented employees performing such work, the notice period will be six (6) months. Such notice will include identification of the work to be transferred or subcontracted, the expected decrease in the number of represented employees as a direct consequence of the transfer of work or subcontracting and the anticipated date of the transfer of work or subcontracting.

(2) Bargaining

If the Local requests decision bargaining within ten (10) working days following a Company notice of intent to subcontract or transfer non-production work, the Company will be available to meet with the Local within five (5) working days of such request and the bargaining period shall continue for up to forty-five (45) calendar days from the date of the Company notice of intent to subcontract or transfer the work unless this period is extended by mutual agreement. This bargaining period shall continue for up to sixty (60) days instead of forty-five (45) days in cases where the subcontract or transfer of non-production work would directly cause a decrease of more than fifty (50) represented employees performing such work. The Company will make a decision whether or not to subcontract or transfer such work after this bargaining period.

(3) Information

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

(d) Subcontracting of Trades Work at Plant Location

(1) Notice

The Company will give notice to the Local of its intent to subcontract trades work, where the work will be done by a subcontractor 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 and die, and other similar classifications). Notice will not be required in emergency situations.

(2) Bargaining

If the Local requests bargaining concerning such subcontracting, 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 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 the work and, where employment cost is a significant factor, comparative related wages, payroll allowances and employee benefits expenses of represented employees for the work intended to be subcontracted and of the 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 or Office Machines

With respect to the installation of robots or automated manufacturing or office machines, the Company will give a minimum of sixty (60) days' notice to the Local involved before the use of a robot or an automated manufacturing or office machine in a work area. Such notice will include a description of the function of the device, identification of the work involved, the expected decrease in the number of represented employees as a direct consequence of the use of the device and the anticipated date of the use of the device.

(f) Subcontracting of Non-Production Bargaining Unit Work

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

(g) Subcontracting of Production Work

- (1) Notice. The Company will give notice to the Local of its intent to subcontract production work (the relocation of work to a subcontractor at the same plant or elsewhere, without a decrease in the number of represented employees who

perform such work). Such notice shall include a description of the work, the name and location of the subcontractor(s), the approximate effective date of the subcontracting, and the estimated duration of the subcontracting if it is known. Only notice is required where the 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 represented employees to perform such work when requested any time in the 30 days preceding the notice.

(2) Discussion. If the Local asks to meet and discuss such subcontracting, 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 for more than ten (10) working days from the date of notification to the Local. The discussion shall focus on 1) the capacity and qualifications of represented employees to do the work slated for subcontracting; 2) the expected duration of such 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 subcontracting after this discussion period.

(3) Information. If information identified in the subsection is requested by the local for the discussion provided for in Section 5(g)(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 slated for subcontracting; 2) the expected duration of such subcontracting; and 3) cost comparisons for doing the work. This information will be treated as confidential by the Local.

(h) Subcontracting Insourcing Meeting

For sites of over 25 represented employees, the Job Competitiveness and Growth Committees 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 Local.

Article XXIX, Section 6 – Job Preservation

183 (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 counterproposal offered by the Union to preserve jobs, such preserved jobs shall

be excluded from further impact under Section 5 (a) for the earlier of three years or the duration of this Agreement, and in any case, for at least 12 months. In the event the Company announces its intention to transfer Ongoing Production Work under Section 5 (b), or transfer Non-production Work under Section 5 (c) and, following decision bargaining the Company retracts or modifies its announced intention based on a counter-proposal offered by the Union to preserve jobs, such preserved jobs shall be excluded from further impact under Section 5 (b) and Section 5(c) for the earlier of three years or the duration of this Agreement and, in any case, for at least 18 months. Following the expiration of the Contract, such preserved jobs shall be subject to subsequent announcement of intent and decision bargaining in conformance with Section 5.

(b) Job Competitiveness and Growth Committee

The Company recognizes the importance of job growth and security to the Union and acknowledges that subcontracting work, the introduction of enhanced technology, and innovative manufacturing techniques, while enabling the Company to succeed in the many competitive environments in which it operates, may result in a decrease in General Electric Company jobs. In order to balance competitive realities with the Union's interest in protecting and growing jobs, the Company and the Union will establish a joint Job Competitiveness and Growth Committee ("C&G Committee") at each Company location employing over 25 bargaining unit employees to meet and discuss issues such as:

- Opportunities for job creation
- Potential plant closing outsourcing/subcontracting and work transfers, including situations where there is no direct decrease in the number of represented employees
- Training for anticipated technology changes
- Education and collaboration on innovative manufacturing techniques
- Work practices and local agreements to increase efficiency and remove impediments to efficient operations
- Investment plans and potential impact on jobs
- Innovative manufacturing techniques
- Employee suggestions on process changes
- Marketplace and competitors
- Customer demands
- Labor costs

The C&G Committee will meet on a quarterly basis. Union representatives on the C&G Committee will be determined solely by the Union and will be restricted to a maximum of 2 representatives for the first 25 to 500 bargaining unit employees, and 1 for each additional 500 unit employees up to a maximum of 6 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 ongoing Union-management activities, including the grievance procedure and the decision bargaining provisions of Article XXII, which exists at each plant location.

The Company and the Union mutually agree to require Local management and Local Unions

at every covered location to fully participate in 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.

It is recognized by the Company and the Union that locations not meeting the 25-employee threshold may have job preservation issues that would justify conducting job preservation meetings on a periodic basis. Local management and the Local union are authorized and encouraged to hold such meetings where a need exists.

The company and the Union recognize the value of holding periodic meetings at the business level to discuss the state of the business and future plans that may impact employees represented by the Union. To that end, the Company and the Union will hold annual meetings attended by representatives at the Corporate and International level to review business performance and identify sites that are at risk for closure. If within the year following the annual meeting a plant not discussed as at risk for closing during that meeting becomes scheduled for a plant closing intent announcement, the Company will give the Union International leadership ten (10) days advance notice of the plant closing intent announcement.

(c) **Job Preservation Guarantee**

In the event that the Company decides not to pursue such 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 by the Company and the Local agree in writing on the specific jobs that were preserved by the union's proposals.

Article XXIX, Section 7 – Vested Rights Under Pension Plan

184 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.

Article XXIX, Section 8 – Lump Sum Payments

185 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)(ii), 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 subsequent rehire as a "new" employee within a period of time which does not exceed the length of prior service, service credits, and recall rights previously lost shall be automatically restored provided repayment of the Income Extension Aid is made by the employee within a reasonable time after rehire. No such repayment, however, shall be required if the rehire

date is more than one year from the date of termination which resulted from the election of a lump sum payment under Section 4(b)(1)(iii) or the special termination payments under Section 3(b) or Section 4(c).

Service credits, continuity of service, and recall rights lost at termination upon receipt of payments under Plant Closing Section 2, shall be restored automatically without repayment in the event of subsequent rehire more than 6 months after such termination. An employee who having received payments under Plant Closing Section 2, is rehired 6 months or less after his termination and who has made arrangement satisfactory to the Company providing for repayment shall, during such time as he is not in default of such arrangement 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 upon full repayment.

Article XXIX, Section 9 – Non-Duplication

186 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 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.

Article XXIX, Section 10 – Other

187 The provisions of this Article shall not be applicable where the Company decides to close plant or lay off 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 a Company plant, service shop, or other facility. However, the operation of this section shall not affect the rights or benefits already provided hereunder to any employee laid off for lack of work prior to the commencement of any such strike, interference, or interruption.

**ARTICLE XXX
No Strikes or Lockouts**

Article XXX, Section 1

188 This Agreement, the 2019-2023 Wage Agreement, and the 2019-2023 Memorandum of Agreement on Employee Benefits between the parties are intended to be and shall be in full settlement of all issues which were the subject of collective bargaining between the parties in the

collective bargaining negotiations in 2019. Consequently, it is agreed that none of such issues shall be subject to collective bargaining during the terms of this Agreement and there shall be no strike or lockout in connection with any such issue or issues; provided, however, that this provision shall not be construed to limit or modify the rights of the parties hereto under Article XVII and XXVIII of this Agreement.

ARTICLE XXXI Duration of Agreement

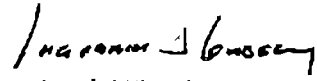
- 189 This Agreement shall be effective as of June 23, 2019, between the Company and the Union as set forth in the Agreement to this Agreement, and shall continue in full force and effect to and including June 18, 2023, and from year to year thereafter unless modified or terminated as hereinafter provided.

ARTICLE XXXII Modification and Termination

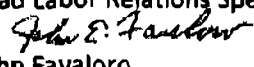
- 190 (a) Either the Company or the Union may terminate this Agreement by written notice to the other not more than ninety (90) days and not less than thirty (30) days prior to June 18, 2023, or prior to June 18 of any subsequent year. Not more than 15 days following receipt of such notice, collective bargaining negotiations shall commence between the parties for the purpose of considering the terms of a new agreement, and a proposal for a revision of wages which may be submitted by either the Company or the Union.
- 191 (b) If either the Company or the Union desires to modify this Agreement, it shall, not more than ninety (90) days and not less than thirty (30) days prior to June 18, 2023 or prior to June 18 of any subsequent year, so notify the other in writing. Not more than 15 days following receipt of such notice, collective bargaining negotiations shall commence between the parties for the purpose of considering changes in this Agreement, and a proposal for revision of wages which may be submitted by either the Company or the Union.
- 192 (c) If settlement is not reached by June 18, 2023 or prior to June 18 of any subsequent year, this Agreement shall continue in full force and effect until the tenth 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.

IN WITNESS WHEREOF, the parties have hereto affixed their hands and seal this 17th day of October 2019.

GENERAL ELECTRIC COMPANY
GE PRECISION HEALTHCARE LLC
X-RAY TUBE TARGET PLANT



Frederick J. Kingsley
Manager, Union Relations

Kyle S. Kalmadge 
Labor Relations Leader


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Lead Labor Relations Specialist

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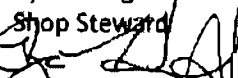
Laura Bourdo
Labor Relations Coordinator

LOCAL LODGE NO 439
DISTRICT NO 54, INTERNATIONAL
ASSOCIATION OF MACHINISTS AND
AEROSPACE WORKERS AFL-CIO

T. Dean Wright Jr.
President Directing Business
Representative

Duane Lukens
Business Representative

Lawrence Butler
Chief Shop Steward


Ryan Haught
Shop Steward


Joseph Henderson
Shop Steward


Hattie Michaels
Shop Steward

