



2019-2023

**SETTLEMENT
AGREEMENT**

Between the

GE MEDICAL SYSTEMS LLC

And

**X-RAY LOCAL LODGE # 1916
DISTRICT NO. 10**

**INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS, A.F.L.-C.I.O.**

TABLE OF CONTENTS

	Page	Paragraph
PART ONE BASIC BARGAINING AGREEMENT.....	1	1
Article I Union Recognition.....	1	2
II Union Membership.....	2	10
III Grievance Procedure.....	5	18
IV No Strikes or Lockouts.....	9	51
V Seniority:		
Part 1: General.....	10	52
Part 2: Reduction of Forces.....	12	67
Part 3: Job Postings and Upgrades.....	14	84
Part 4: Recalls and Refusal of Recalls.....	14	87
Part 5: Temporary Transfers.....	15	95
VI Leaves of Absence.....	15	96
VII Vacations.....	16	101
VIII Working Hours: Straight Time-Overtime.....	20	137
IX Holiday Pay.....	23	156
X Continuity of Service – Service Credits.....	24	168
XI Day-work Plan – Principles and Objectives.....	27	197
XII Rates of Pay.....	29	215
XIII General Provisions.....	31	225
XIV Union Notices.....	31	227
XV Health and Safety.....	31	228
XVI Jury Duty.....	31	229
XVII Absences for Death in Family.....	32	231
XVIII Sick Pay/Paid Parental Leave.....	32	232
XIX Military Pay Differential.....	35	247
XX Responsibility of Parties.....	36	252
XXI Issues of General Application.....	37	257
XXII Job and Income Security.....	37	258
XXIII Modification and Termination.....	56	268
PART TWO 2019-2023 WAGE AGREEMENT.....	57	271
PART THREE MEMORANDUM OF AGREEMENT ON EMPLOYEE BENEFITS.....	64	287
PART FOUR 2019 SETTLEMENT AGREEMENT.....	66	288
APPENDIX A OVERTIME GUIDELINES.....	68	
APPENDIX B TEMPORARY LABOR RESOURCES.....	69	

PREAMBLE

The Company and the Union encourage cooperative relationships between their respective representatives at all levels and with and between all employees. The officers of the Company and the Union realize that this goal depends on more than words in a labor agreement, that it depends primarily on attitudes between people in our respective organizations and at all levels of responsibility.

They believe that proper attitudes must be based on full understanding of a regard for the respective rights and responsibilities of both the Company and the Union.

They believe also that proper attitudes are of major importance in the plant where day-to-day operations, the manufacturing of quality products and administration of the labor agreement demand objectivity and understanding.

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

PART ONE

BASIC BARGAINING AGREEMENT

Between the

GE MEDICAL SYSTEMS LLC

and

X-RAY LOCAL LODGE 1916

DISTRICT NO.10

INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS,
A.F.L. - C.I.O.

AGREEMENT

- 1 Agreement entered into as of June 24, 2019 between GE Medical Systems LLC, Waukesha, Wisconsin (hereinafter referred to as the "Company"), and, X-Ray Local Lodge No.1916, District No. 10, International Association of Machinists and Aerospace Workers, Milwaukee, Wisconsin (hereinafter referred to as the "Union").

ARTICLE I Union Recognition

Article I, Section 1

- 2 The Company recognizes the Union as the exclusive bargaining agency for all employees in plants of the Company located in Milwaukee and Waukesha Counties, but excluding tool and die makers, pattern makers, tool room jig borer, precision machinists, , all office and clerical workers, timekeepers, foremen clerks, guards, planning clerks, nurses, engineers, laboratory assistants, cooperative students and trainees for sales or technical positions, all engineers, firemen, and all maintenance electricians, lighting fixture maintenance men, assistant foremen, foremen and other management representatives.
- 3 For the purpose of this Agreement, the term "management representative" shall have the same meaning as the word "Supervisor" in Section 2(11) of the National Labor Relations Act as amended by the Labor Management Relations Act, 1947.
- 4 Throughout this Agreement, when the word "employee" or "employees" is used, unless the contrary expressly appears, it shall refer to employees within the bargaining unit.

Article I, Section 2

- 5 Neither the Company nor any of its management representatives, 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.
- 6 Neither the Union, nor any steward, officer, or other agent or representative of either shall intimidate or coerce any employee.
- 7 The Company and the Union both agree to provide a harassment-free work environment.
- a. "The Company and the Union shall not discriminate against any employee on account of race, color, sex, creed, marital status, age, national origin, or veteran status. Neither the Company nor the Union shall discriminate against any employee because of physical or mental disability or because he or she is a disabled veteran or person who has been involved in any military action in regard to, any position for which the employee is qualified."
- b. Where used herein, the masculine pronoun shall include the feminine.

Article I, Section 3

- 8 The Union agrees that neither the Union, nor its officers or members will engage in any Union activities during working hours other than the handling of grievances as herein provided, except by the consent of the Company.

Article I, Section 4

- 9 Union dues may be collected on the premises of the Company, but not on Company time.

**ARTICLE II
Union Membership**

Article II, Section 1

- 10 a. Subject to applicable law, all current and future employees shall have the legal right to become or remain members of the Union in good standing.

Article II, Section 2 –Union Dues Deductions

- 11 a. The Company for said employees shall deduct from the first pay 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.
- 12 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.
- 13 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 II, Section 3 – Contributions to I.A.M.A.W. Machinist Non Partisan Political League

- 14 a. Employee Authorization
The Company agrees to deduct from the pay of each employee voluntary contribution to I.A.M.A.W. Machinist Non Partisan Political League, provided that each such employee executes or has executed an "Authorization for Assignment and Check-Off of Contributions to I.A.M.A.W. Machinist Non Partisan Political League" form and provided further that such authorization has not been revoked.

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

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

- 15 b. Termination of Company Obligations
The Company 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.
- 16 c. Remittance to the Union
The Company's agrees to remit said deductions monthly to the Union as follows:
1. The total amount of I.A.M.A.W. Machinist Non Partisan Political League 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 I.A.M.A.W. Machinists Non Partisan Political League.
- 17 d. Subject to applicable law, individual authorizations executed after the effective date of this agreement shall be signed cards in the form agreed to by the Company and the Union.

**AUTHORIZATION FOR ASSIGNMENT AND CHECK OFF OF CONTRIBUTIONS TO IAMAW
MACHINIST NON-PARTISAN POLITICAL LEAGUE**

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 _____

ARTICLE III Grievance Procedure

- 18 Should differences arise between the Company and the Union as to the meaning and application of the provisions of this Agreement, or as to matters affecting conditions of employment not specifically covered herein, an earnest effort will be made to settle such differences at the earliest possible time by use of the following procedure:

Article III, Section 1 - Representation

On behalf of the Union:

- 19 First Step - There may be one (1) steward designated by the Union for each management representative for each shift, who shall be a regular employee on the shift in the department he/she represents. This number can be changed by mutual agreement between the Company and the Union.
- 20 Second Step - There may be nine (9) committee-persons designated by the Union who shall be regular employees of the Company.
- 21 Third Step - The Chairman of the Shop Committee and/or his/her designated representative(s).
- 22 Fourth Step - The President of the Union and/or his/her designated representative(s).

On behalf of the Company:

- 23 First Step - There shall be one (1) or more management representative to represent each department. Where a department on any shift is without a management representative, some other management representative on that shift shall be designated to handle grievances for that department. In such case, the Chairman of the Shop Committee or his/her designated representative shall be advised as to which management representative has been so designated.
- 24 Second Step - The appropriate Manager of the area.
- 25 Third Step - The designated third step Relations Representative of the Company who shall have full authority to process all third-step grievances and such other management personnel as deemed necessary.
- 26 Fourth Step - The Manager of Union Relations and such other management personnel as deemed necessary.

Article III, Section 2 - Procedure

a. The steps in the handling of grievances shall be as follows:

- 27 First Step
The aggrieved employee shall present his/ her grievance to his/her management representative, either directly or through the Union steward. The steward shall notify the management representative that he/she has a grievance which he/she wishes to discuss. The grievance must cite the alleged problem or cite the clause of the Contract claimed to be

violated. Upon completion of the discussion, the management representative will give his/her answer within twenty-four (24) hours. If more time is required, before an answer can be given, by the management representative, it shall be by mutual agreement with the steward.

28 Second Step

If the answer is not given within twenty-four (24) hours, or if the answer is not satisfactory to the individual or Union, the Union may submit a second step grievance to the appropriate Manager. A meeting will be arranged between the aggrieved employee's committee-person and the Manager to resolve the grievance. Such meeting shall normally take place within three (3) days after requested by the committeeman at a time mutually agreed to in advance. The Company shall give its reply within three (3) days after such meeting takes place, or if additional time is required, the Company representative shall advise the committeeman. If the Union submits the grievance in writing, the Company shall give its reply in writing. If satisfactory settlement is not reached, the grievance may be referred to the third step.

29 Third Step

When the matter is not satisfactorily adjusted at the second step, the grievance may be referred by the Chairman of the Shop Committee to the third-step Representative, who will hold regular meetings to discuss such grievances. On each regular meeting day, the third-step Representative and the Chairman of the Shop Committee or his/her designated representative shall set up the agenda for the meeting five (5) working days hence. A written answer will be given the Union within five (5) working days after the meeting on the grievance has been held. No grievance shall remain unanswered in writing, however, for more than ten (10) working days after the date the grievance has been filed at the third step, regardless of whether or not a meeting on that grievance has been held. If a grievance meeting is not scheduled within five (5) working days after receipt of the grievance at third step, it may be referred to the next step of the procedure by either party.

30 Fourth Step

If the matter is not satisfactorily adjusted and confirmed in writing within ten (10) working days, the grievance may be referred to the Manager of Union Relations. Meetings will be held regularly, and those grievances to be discussed shall be submitted at least one (1) week in advance. Special meetings may be scheduled by mutual consent. The Business Representative of the Union may be present at such meetings. Other representatives of the Union may be present with the consent of the Manager Union Relations. If new facts are developed at the fourth step which were not considered at the third step, the grievance may be referred back to the third step for further consideration by mutual consent.

The Company will confirm its position in writing within five (5) working days after the meeting on the grievance has been held, but no grievance shall remain unanswered in writing for more than ten (10) working days after the date of receipt at the fourth step, regardless of whether or not a meeting on that grievance has been held.

b. Special Grievances:

31 It is recognized that there are special cases where the Union will want a guarantee that a grievance will be rapidly processed. It is also recognized by both parties that these are exceptional cases. In grievances of this type, which are admittedly not of the normal variety, the following procedure shall apply:

32 First Step

The grievance will be filed at the first step and an answer will be given by the management representative within twenty-four (24) hours.

33 Second Step

If not given within twenty-four (24) hours, or after the answer has been given, the grievance may be referred to the second step, where it will be discussed in a special meeting. A written answer will be given within two (2) working days after a meeting on the special grievance has been held at the second step. However, no special grievance shall remain unanswered for more than three (3) working days after receipt of the special grievance at the second step.

34 Third Step

If an answer is not given at the second step within three (3) working days, or after an answer has been given, the grievance may be filed at the third step where a meeting will be held within three (3) working days and a written answer given within three (3) working days after the third step meeting.

35 Fourth Step

If an answer is not given at the third step within three (3) working days, or after an answer has been given the grievance may be filed at the fourth step where a special meeting will be held within three (3) working days and a written answer given within three (3) working days after the fourth-step meeting.

36 The Union shall plainly mark such grievance, "Special." It is agreed that the "Special" label will not be applied indiscriminately but will be reserved for only the most pressing type of grievances.

37 Grievances of a general nature, which involve policy, or directly involve employees from more than one (1) department, may be initiated in writing at the third step of the Grievance Procedure.

c. Questions of policy:

38 In general, the regular Grievance Procedure, as outlined in this Article will serve as the medium for handling any questions or disputes that arise during the course of this Contract. In special cases, however, when a question of policy is involved and that policy is in dispute, the Union may request a meeting with the Manager of Union Relations. Such meeting shall be held, where possible, within one (1) working day following the date on which the meeting was requested. Such meetings will not be considered as part of the Grievance Procedure.

- 39 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 such designated location employs no employees represented by the union, may be filed at the Headquarters level. A grievance filed on behalf of a candidate for preferential placement under Article 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 discussion with the Union and an opportunity to investigate the facts.
- 40 d. In the event an employee, other than probationary employee, has been suspended or discharged from employment for any reason, and he/she feels he/she has been unjustly dealt with, such suspension and discharge shall constitute a case to be handled in accordance with the Grievance Procedure. The steward shall be notified immediately at the time of the suspension or discharge. Should it be determined through the (grievance Procedure, that an injustice has been done with regard to the employee's suspension or discharge, the Company agrees to reinstate him/her with full seniority rights and pay him/her full compensation, at his/her hourly rate, for any time lost by the employee. Such cases of discharge shall be taken up within five (5) working days from the date of discharge. Upon being notified of discharge or suspension, the employee may leave his/her department and report to the designated Relations Representative. (Night shift workers may report the following day.) In such cases, the Relations Representative shall immediately notify the Chairman of the Shop Committee or his/her designated representative who shall be given the opportunity to review such case with the employee involved and representatives of the Company before the employee is requested to leave the premises of the Company.
- 41 e. Nothing herein contained shall deprive any individual employee or group of employees of the right at any time to present grievances to the Company and to have such grievances adjusted without the intervention of the Union, as long as the adjustment is not inconsistent with the terms of this Agreement; and provided further that a Union representative is given the opportunity to be present at the time such adjustment is made.
- 42 f. The Union shall provide the Company with the names of the Committeemen and Stewards duly elected by the membership of the Union.
- 43 g. A representative of the Union, who may absent himself/herself from his/her work for the purpose of attending conferences and handling grievances, shall notify his/her management representative before leaving his/her job. If a replacement is required in order to prevent spoilage, such representative will not leave his/her work, however, until a replacement has been obtained. The management representative shall obtain a replacement as promptly as possible. Upon return to his/her work, such representative shall notify his/her management representative.
- 44 h. Upon entering a department other than his/her own in the fulfillment of these duties, the representative shall notify the management representative of that department of his/her presence and purpose.

- 45 i. 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.
- 46 j. Time lost by the Shop Committee from normal work time shall be paid for by the Company at the individual's current rate of record. It is agreed that time paid for by the Company, as described above, shall not exceed, in the case of the eight (8) Shop Committee Representatives, an accumulated total of nine (9) hours each in any one (1) week.
- 47 k. The Union and Company will discuss and mutually agree to the distribution of hours for the President, Committee Benefits Representative and Shop Chairman.
- 48 l. Time lost by a steward of the Union from his/her normal work time, up to a maximum of four (4) hours in any one (1) week in handling grievances in the manner provided herein, shall be paid for by the Company at his/her current rate of record.
- 49 m. Reasonable time lost by employees, other than stewards or committeemen, in discussing grievances will be paid for by the Company at the employees' current rates of record. Any objection to a management representative's decision as to what is reasonable can, of course, be the subject of a grievance. Except in rare instances, it is expected that discussion of grievances will take place at the employee's work place.
- 50 n. No complaint or dispute shall be considered a grievance unless it is presented in accordance with the First Step of the Grievance Procedure within thirty (30) days of the date of its occurrence. A grievance may be presented outside of the time limits above by mutual agreement.

ARTICLE IV

No Strikes or Lockouts

- 51 During the term of this Agreement, the Union agrees that neither it nor its officers, agents, or members will initiate, authorize, support, sanction, or engage in any strike, partial strike, slowdown, boycott, picketing, work stoppage, or other types of interference with the Company's business, and the Company on its part agrees that it will not lock out any employee or group of employees, until any matter in dispute between the Company and the Union has been submitted in good faith to all the steps of the Grievance procedure outlined herein and has not been satisfactorily resolved thereby. Any employee who violates the provisions of this Article or participates in its violation, shall be subject to disciplinary action, or discharge by the Company.

ARTICLE V Seniority

PART I – General

Article V, Part 1, Section 1

52 Seniority shall mean the length of time since employment by the Company providing it has not been broken for the reasons set forth in Part 1, Section 6 of this Article.

53 Seniority shall only be used in connection with the provision of this Agreement, such as layoff, rehiring and promotions. The seniority of employees hired on the same calendar day shall be in alphabetical order of surname (last name) as shown on Company records as of the day of hire. It is not to be confused with continuity of service as set forth in Article X. Continuity of service is used in determining employee benefits, such as: vacation, pensions, etc.

Article V, Part 1, Section 2 – Probationary Employees

54 Probationary employees are those employees with less than ninety (90) days service credits as defined in Article X. At any time prior to the expiration of the probationary period, the Company shall have sole discretion to determine whether any such probationary employee shall be continued in employment. If such probationary employee is retained after the probationary period, his/her seniority shall date back to his/her original hiring date. Effective June 28, 1982 if the Company rehires a new employee who has lost service credits due to termination during a probationary period, such employee shall have those service credits restored for the period of time worked only if: a) His/her continuous service at the time of termination was greater than his/her length of absence and, b) he/she completes a new continuous ninety (90) day probationary period. The Company continues to maintain sole discretion to determine whether any such probationary employee shall be continued in employment and the Company does not incur any requirement to rehire such person.

Article V, Part 1, Section 3 – Seniority Lists

55 The Company shall compile and shall provide to the Chairman of the Shop Committee within thirty (30) days of the effective date of this Agreement, lists of employees in each department showing their classification, seniority date, continuity of service date and department seniority. In case objection is made, it will be investigated and if found incorrect, the list shall be corrected accordingly. Said seniority list shall be revised periodically or upon request of the Chairman of the Shop Committee thereafter and such list shall be the seniority list for all purposes of this Agreement. The Chairman of the Shop Committee or his / her designated representative shall be given a correct list of all changes. The Union will also be furnished with a list of new employees as requested.

Article V, Part 1, Section 4 – Former Bargaining Unit Members

56 Effective June 18, 2007, employees who have been or may be transferred to jobs outside the Bargaining Unit may be returned to an available position within the Bargaining Unit and his/her place on the seniority list will begin the day they return to the Bargaining Unit.

Article V, Part 1, Section 5 – Union Official Seniority

58 Upon written request of the Union, an employee who is an official of the Union or a committeeman and who has accumulated six (6) months or more seniority, shall head the

seniority list for his/her department, provided work for which he/she is qualified is available within the department. A list of the officials and committee-persons affected shall be furnished the Company by the Union and kept current. These provisions shall apply to not more than four (4) officials (President, Vice President, Financial Secretary, and Recording Secretary) and nine (9) committee-persons.

59 Upon written request by the Union, an employee who is a steward of the Union and who has accumulated six (6) months or more seniority shall head the seniority list for his/her department in the event of layoff, provided work for which he/she is qualified is available within the department. A list of the stewards affected shall be furnished the Company by the Union and kept current. These provisions shall apply to not more than one (1) steward for each management representative in a department.

60 Such Union officials, committee-persons and stewards shall continue to be employed providing they are able to perform the available work as long as the department is in operation in order that they can properly perform their respective Union duties for the mutual benefit of all concerned. When the terms of their office expire, and they are succeeded by others, they will again be placed in their regular position on the seniority list.

Article V, Part 1, Section 6 – Loss of Seniority

An employee shall lose his/her seniority:

- 61 a. If he/she quits; or
- 62 b. If he/she has been discharged; or
- 63 c. If after layoff he/she shall fail to report for work within ten (10) days after the notification to return to the last job he/she held for nine months prior to layoff, or a job within two labor grades of his/her last job held on his/her bump path. Such notice to be sent by certified mail, return receipt requested, to the employee's address appearing on the Company's records, provided however, that no employee on layoff shall be required to report for work during the time of a strike not in violation of this Agreement, and further provided that an employee who is unable to report for work on recall notice because of verifiable illness or other circumstances beyond his control, shall retain his/her seniority, if he/she so advises the Company in writing within ten (10) days after receiving notification to return to work; or
- 64 d. If he/she is absent from work for more than three (3) consecutive days without notification and satisfactory explanation to the Company;
- 65 e. If he/she is not re-employed within sixty (60) months or one-half his/her established seniority whichever is greater from date of layoff, due to lack of work, providing at the time of layoff he/she had greater than one (1) year of continuous service.
- 66 f. For employees rehired after July 1, 1991, who have lost recall rights due to layoff and is re-employed by the Company shall have his/her prior seniority immediately restored on the date of re-employment.

PART 2- Reduction in Forces

Article V, Part 2, Section 1

- 67 As has been its practice, the Company and the Union agree to hold discussions prior to or during any reduction in the work force to discuss in-sourcing, new technology, adjusting global schedules, etc... and all other opportunities to minimize or eliminate the impact of these reductions.
- 68 Whenever it is necessary to decrease the work force within a department, except for a temporary decrease as defined in Section 4, the procedure set forth below will be followed:
- 69 a. He/she may transfer to an open job within the bargaining unit which is consistent with his/her skills and abilities, and most closely related to the type of work such employee has been performing immediately prior to the date his/her transfer is to take effect, provided he/she is capable of performing the work. He/she will not be required to fill such opening if the job described in (b) below is more closely related to the type and labor grade of the job he/she has been performing. Employees, other than probationary, will be given two week notice before layoff is to become effective. All probationary employees will be released first.
- 70 b. If no such open job exists, he/she may displace the shortest service employee within the bargaining unit a job which is consistent with his/her skills and abilities, and most closely related to the type of work such employee has been performing immediately prior to the date his/her transfer is to take effect, provided he/she is capable of performing the work and has more seniority than the employee he/she is to replace.
- 71 c. Any employee so displaced will be subject to the same entire layoff procedure as described above.
- 72 d. At the time of layoff, no senior employee will be placed on a layoff as long as a less senior employee is maintaining a labor grade 13 or below excluding Electronic Technician and Final Assembler/Tester unless employee possesses the minimum qualifications necessary to perform the position. Such employee will be released and those jobs shall be considered open positions
- 73 e. In the event of a layoff, leadership positions will be included in the group leading consistent with their seniority.

Article V, Part 2, Section 2

- 74 Any employee may elect to be placed on voluntary layoff due to lack of work after being given notice of transfer due to a reduction in forces in accordance with Section 1 above. This option would be applicable on a volunteer by seniority basis in those classifications affected by a reduction in force and which would cause any employee's rate of pay to be reduced. In case of voluntary layoffs, the maximum benefits payable by the Company to such a volunteer under any article of this agreement including Article XXII Section 3(b) or Section 4(c) or from any other Company source shall be the lesser of \$20,000.00 or the amount of Income Extension Aid computed under Article XXII Section 4(a)1. In addition, any employee would be considered eligible to take a voluntary layoff due to lack of work if: a) The employee had been eligible for voluntary layoff in a previous reduction in force and b) is subsequently affected by another lack

of work within six (6) months of the first reduction that would result in displacement to a lower rated classification.

- 75 In the case of any employee classified as a Detector Assembly/Repair, Assembly Test/Repair, Tube Parts Processor Repair, Group Leader, or Set-Up & Instruct, he/she may elect to be placed on a voluntary layoff due to lack of work after being given notice of transfer due to a reduction of forces in accordance with Section 1 above, if he/she cannot be placed on the highest job rate of the group he/she is leading.
- 76 An employee who elects such a voluntary layoff will be offered recall to any classification(s) consistent with his/her skills and ability within two labor grades of the highest rated classification previously held immediately prior to layoff. Refusal to accept such recall shall result in the loss of seniority.
- 77 An employee so affected may change his/her status by either mailing a certified letter to the Employment Office or completing the applicable form available and submitting it to the Employment Office indicating the labor grade classification to which he/she will accept recall when offered. The weekday following such notification to the Employment Office, the employee will be eligible for recall to any available unapplied opening to the labor grade indicated.
- 78 The employee's rate of pay when transferred to a new job because of lack of work will be determined by his/ her performance and capabilities but in no event will he/she be paid more than the job rate for his/her new job, unless eligible for rate guarantee under Job and Income Security provisions of this agreement.
- 79 If said employee is transferred to a lower-rated job, he/she will be paid at a rate not less than the top of the automatic progression schedule for his/her new job, unless eligible for rate guarantee under Job and Income Security provisions of this agreement.
- 80 It is the intent of the parties that employees affected by a lack of work will not normally be transferred to a higher rated job. However, if such a transfer should take place, an employee (active or inactive) who has upgraded their skills through a specific training program and who have notified the company of the completion of this training prior to notice of a reduction in force may place into the higher rated job.

Article V, Part 2, Section 3

- 81 The Chairman of the Shop Committee or his/her designated representative will be provided with a list of employees to be laid off by departments before the employees affected are notified.

Article V, Part 2, Section 4 – Temporary Layoffs

- 82 A temporary layoff shall mean a layoff, which is not due to the reduction in business of the Company but due to such things as the inability to get materials on schedule, facilities or utility break downs, and similar conditions. These layoffs are usually of short duration and shall not, in any case, exceed thirty (30) days.
- 83 In case of a temporary layoff, those employees affected shall be laid off but if such layoff exceeds one week, the Company and the Union will meet to discuss the situation, taking into consideration the cause for the temporary layoff, the anticipated length of such layoff and the

recalling to work of those employees affected by such layoff.

PART 3 - Job Postings & Upgrades

- 84 When vacancies occur or when new jobs are created within a department, notice of such openings(s) will be posted throughout the Company for a period of forty-eight (48) hours. If mutually agreed, notice of openings will be posted throughout the Company for a period of twenty-four (24) hours. Positions will be filled by the most senior (greatest bargaining unit seniority) qualified, active (or inactive due to voluntary lack of work) employee who makes application for such position. Jobs requiring particular leadership ability, namely Group Leaders, Set-Up and Instruct, Detector Assembly Repair, and Tubes Parts Process Repair will be filled with the most senior employee in the seniority department, and will be subject to annual performance evaluations as outlined in Article XI, Section 4. When new leadership roles are opened, employees with Active disciplinary action at or above a 2nd Written Warning shall not be considered for the leadership position.
- 85 The employee with the greatest bargaining unit seniority, who makes application for the open job through the Job Posting Procedure will receive preference, with the right to accept or reject the job consistent with his/her performance and capabilities. An individual other than a person posting in lieu of lack of work or transfer of work accepting a position in another seniority department will be restricted from posting for a period of twelve (12) months. Posting restrictions shall not apply to postings for state indentured apprentice programs. If the Company identifies an employee abusing the job posting procedure, he/she will be identified to the Shop Chairman and will be subject to a 9-month posting restriction. This Section shall not apply to the filling of jobs requiring particular leadership ability namely Group Leaders, Set-Up and Instruct, Assembly Test Repair, Detector Assembly Repair, and Tubes Parts Processor Repair.
- 86 The Company will provide the Union Committee an electronic copy of all job posting slates.

PART 4 – Recalls & Refusals of Recalls

- 87 Refusal to accept recall to the classification an employee previously held immediately prior to layoff shall result in the loss of seniority. Refusal to accept recall to any classification consistent with his/her skills and abilities within two labor grades of the classification held prior to layoff shall result in loss of seniority.
- 88 When an employee who is offered recall to any classification(s) other than identified in paragraph 87, refuses to accept the recall, he/she shall not be offered recall to any classification of an equal or lower labor grade to the one he/she refused. An employee so affected may change his/her status by either mailing a certified letter to the Employment Office or completing the applicable form available and submitting it to the Employment Office indicating the labor grade classification to which he/she will accept recall when offered. The weekday following such notification to the Employment Office, the employee will be eligible for recall to any available unapplied opening to the labor grade indicated.
- 89 Employees on rate retention, who post for and subsequently reject an offer to return to their previous job, shift, and location will lose their rate retention.

Correct Contact Information

- 90 Each employee shall have at all times the responsibility of informing Union Relations of his/her correct phone number and address by certified or registered mail. The Company shall update company records with this information.

Pay Rates on New Jobs

- 91 The employee's rate of pay on his/her new job will be determined by his/her performance and capabilities, but in no event will he/she be paid more than the job rate for his/her new job, unless eligible for rate guarantee under Job and Income Security provisions of this agreement.
- 92 If an employee is transferred to a lower-rated job, he/ she will be paid at a rate not less than the top of the automatic progression schedule for his/her new job.
- 93 If an employee is transferred to a higher-rated job, he/she will be paid at a rate not less than the starting rate for the new job or his/her present rate, whichever is higher, unless eligible for rate guarantee under Job and Income Security provisions of this agreement. The only exception to this paragraph is an employee who at his/her request wants to be transferred to an unrelated job.
- 94 The Company will furnish the Chairman of the Shop Committee or his/her designated representative each week with a list of employees who have been called for rehire, giving their names, reasons for accepting or rejecting the job, and job offered.

PART 5 – Temporary Transfers

- 95 A "temporary transfer" shall be defined to be a transfer between departments of less than ninety (90) days duration. It is the policy of the Company to hold these transfers to a minimum and will discuss these transfers with the Union before the transfers are put into effect.

ARTICLE VI Leaves of Absence

Article VI, Section 1

- 96 Any employee (other than a probationary employee) may request, in writing, setting forth the reasons therefore, a leave of absence (or an extension of a leave of absence). If in the judgment of the Company there are good and sufficient reasons for the request, it will grant a leave of absence not to exceed ninety (90) days (or an extension of a leave of absence for a similar period) provided, however, that if such employee engages in gainful occupation while on such leave, said leave shall be canceled automatically unless specifically stated to the contrary.

Article VI, Section 2 - Union Leave

- 97 Upon written request of the Union, employees elected or selected for office for specific Union activities and who have at least one (1) year of continuous service shall be granted one (1) year's leave of absence by the Company, without forfeiture of prior accumulated continuous service. This provision shall apply to a maximum at any one time of five (5) Union representatives.

- 98 Such leave of absence may be of an unlimited duration.
- 99 Upon termination of the leave, the employee will be given re-employment on the basis of accumulated seniority to his/her former position or to an available one most comparable to his/her former position, at the rate current at the time of his/her return. It is understood that time-out for such leave of absence will be credited for seniority only.

Article VI, Section 3

- 100 The Company will keep the Chairman of the Shop Committee or his/her designated representative informed of the names and appropriate dates of any employee granted a leave of absence, including all medical leaves.

**ARTICLE VII
Vacations**

Article VII, Section 1 - Paid Vacation Periods

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

- 102 Vacation Schedule:

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

- 103 All 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 VII, Section 2 – Eligibility Requirements

- 104 An employee whose continuity of service is unbroken as of December 31 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:

- 105 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.

- 106 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 or 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 VII, Section 3 - Determination or Paid Vacations

107 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.

108 b. **Additional (or initial) vacation:**

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

Article VII, Section 4 - Termination of Employment

109 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 VII, Section 5 - Absences of Employees

110 a. **Leave of absence:**

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

111 b. **Illness, accident and layoff:**

An employee who is absent because of illness or accident, or because he/she is laid off for lack of work, may (except if the plant is scheduled for an annual shutdown) have the first portion of such absence designated as the period of any vacation to which he/she may then be entitled. If illness or accident should occur during the plant shutdown, managers will allow future time off; however, the Company reserves the right to schedule vacations according to the needs of the business.

112 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 work weeks (of one-half (1/2) day or longer) may, with management approval, utilize extra vacation time to which he/she is entitled in excess of the scheduled shutdown, or in excess of two (2) weeks when 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.

113 d. **Vacation payment guarantee:**

An employee 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 a vacation allowance in lieu of any vacation to which he/she was entitled at the end of the vacation year.

Article VII, Section 6 - Computation of Vacation Pay

114 a. **Basic formulas:**

Vacation pay for each week of vacation to which an employee is entitled will be computed by multiplying the appropriate weekly hour-multiplier as determined by subsection (b) below, by the appropriate rate-multiplier as determined by sub-section (c) below. (Vacation pay for any extra day of vacation to which an employee may be entitled will be determined by (1) dividing by five (5) the weekly hour-multiplier determined for him/her under sub-section (b) below and, (2) multiplying such daily equivalent by the appropriate rate-multiplier determined by subsection (c) below.)

115 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 sub-section (b).

116 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 (a) his/her scheduled hours per week at the time the vacation begins, or (b) his/her scheduled hours per week during the last calendar week worked by him/her during the year preceding the vacation year, but in any event will not be greater than forty (40) hours.

117 2. **Multiple-shift short schedule:**

Notwithstanding the provisions of (1) above, the weekly hour-multiplier for an employee who is on a multiple-shift operation and whose regular weekly schedule of hours is not less than thirty-seven and one-half (37 1/2) hours shall be not less than forty (40) hours.

118 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 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)

119 **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:

- 120 a. Time spent on Union activity;
- 121 b. A listed or observed holiday;
- 122 c. Jury duty service;
- 123 d. A paid vacation period;
- 124 e. Military Service for which service credits are granted under Article XIX;
- 125 f. Days paid for death-in-family absence;
- 126 g. Time lost due to a compensable accident or compensable illness;
- 127 h. Employee's personal absences, for which pay is granted.
- 128 c. **Determination of rate-multiplier:**
The rate-multiplier will be the greater of:
- 129 CURRENT RATE – regular hourly day work rate in effect at time his/her vacation begins.
- 130 YEAR-END RATE – regular hourly day work rate in effect during the last full calendar week worked by him/her during year preceding vacation year.

Article VII, Section 7 - Scheduling of Vacations

- 131 The vacation season will be from January 1 to December 31 of each year. The Company will endeavor to arrange vacations at a time suitable to the individual employee, preference being given, wherever possible to senior employees; however, the Company reserves the right to schedule vacations to conform to business requirements. The Company reserves the right to shut down any plant as a whole or in part and schedule vacations during such shutdowns to a maximum of three (3) days. The Company may shutdown five (5) additional days, without the requirement for employees to schedule vacation. The shutdown periods will be limited to the months of April through August. In any year the Company plans a shutdown period, the proposed dates of those Shutdown period(s) will be discussed with the Union prior to March 1st of that year.
- 132 Employees whose term of continuous service is completed after the shutdown period and become eligible for additional vacation may be granted vacation pay allowances after the shutdown period but before the end of the year. If they were absent during the shutdown, they may not be required to take additional time off. Other exceptions for certain departments or individuals by reason of the business shall be at the Manager's discretion.
- 133 It will not be permissible to postpone vacations from one year to another, or to omit vacations and draw vacation pay allowances in lieu thereof. No vacation shall be divided unless it is of two (2) weeks or more duration, in which case it may, with the consent of the manager be divided.

Article VII, Section 8 - Time of Vacation Payment

- 134 Except as otherwise provided in this Article, vacation allowances shall be paid to an employee on or about the last day worked by him/her prior to the beginning of the vacation scheduled for him/her, except that payments for vacation of less than one (1) week (computed in accordance with Section 6 above) will be included in the regular weekly paychecks. An employee who takes his/her vacation prior to the date upon which he/she becomes eligible, will receive 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 VII, Section 9 - Holiday in Vacation Period

- 135 When the vacation period of any employee includes one (1) of the holidays listed in Article IX, an additional day of vacation will be granted with pay, if the holiday occurs during the scheduled work week of the employee. The extra day must be taken immediately before or after as an extension of the vacation, except when a holiday(s) falls within a Shutdown period in conformance with Section 7 of this Article.

Article VII, Section 10- Death in Family in Vacation Period

- 136 When an employee on vacation experiences a death in family which would otherwise qualify the employee for leave under Article XVII, the employee will be entitled to all applicable death in family days to be used at employee's discretion for related matters.

ARTICLE VIII

Working Hours: Straight Time-Overtime

Article VIII, Section 1 - Workweek

- 137 The regular working week for hourly-rated employees shall be forty (40) hours per week, eight (8) hours per day, five- (5) day week, from Monday to Friday, inclusive.
- 138 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. Any work shift starting 10:00 p.m. or later on Sunday will be considered as Monday shift.

Article VIII, Section 2 - Overtime-Regular Workweek

- 139 The Company will pay an hourly-rated employee for overtime as follows:
- 140 a. At the rate of time-and-one-half for hours worked either:
1. In excess of eight (8) hours in any single workday; or
 2. In excess of forty (40) hours in any given workweek; or
 3. In excess of eight (8) hours in any continuous twenty-four (24) hours beginning at the starting time of the employee's shift; or

4. On his/her Saturday.

141 b. At the rate of double-time for hours worked either

1. On his/her Sunday; or
2. In excess of twelve (12) hours in his/her workday; or
3. Outside the employee's regularly scheduled shift on a calendar Sunday.

142 c. At the rate of double-time-and-one-half for hours worked:
On or outside the employee's regularly scheduled shift on any of the calendar holidays listed in Article IX as paid holidays.

143 d. An employee who is transferred from his/her regular established shift to another and who is thereafter returned to his/her original shift during the same week, or during the immediately succeeding week, shall be paid at the rate of time and-one-half for the first eight (8) hours worked following the first such transfer, except where either or both such transfers:

1. Results from the failure of another employee or employees to report for work; or
2. Is made in connection with a lack of work situation; or
3. Is made at the employee's request, inclusive of accepted job posting; or
4. Results from an emergency breakdown of equipment or machinery; or
5. Is made in connection with an established program of shift rotation.

Article VIII, Section 3 - General

144 Holidays referred to above shall mean those holidays listed in Article IX of this Agreement.

145 Computation of overtime shall be in accordance with the day as defined in Section 1 above and shall be allowed under only one (1) of these overtime provisions for any given hours.

146 Employees will not be asked to work excessive amounts of overtime while there are people on the recall list. Management will hold discussions with the Chairman of the Bargaining Committee if overtime is fifteen percent (15%) or more in a thirty (30) day period in any department with the intent of recalling people or posting jobs.

147 The Company agrees to give the Union reasonable notice of any proposed changes in the above regular work schedules. It will discuss with the Shop Committee any change in the work schedules at least two (2) weeks prior to the proposed date of the change, unless a situation should arise requiring more immediate action; in which case it will be discussed as soon as possible but in any event before any change is made.

148 There shall be a five (5) minute period before the end of each shift for wash up, and reasonable time allowance for area cleaning at the discretion of the management representative. This is not to be construed as permission to line up at the time clocks or otherwise loiter in advance of quitting time.

149 In no case shall overtime, a Saturday or Sunday, or holiday premium compensation be duplicated or pyramided.

Article VIII, Section 4 - Night Shift Differential

150 Hourly rated employees 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 June 18, 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 11:00a.m. and 3:30a.m. In exceptional cases, the starting time for a recognized second shift may be earlier by mutual agreement between the Company and the Union.

Article VIII, Section 5 - Other Special Payments to Hourly-Rated Employees

151 a. Early reporting:

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

152 b. Call-in time:

1. Employees who at any time are told to report back for emergency work to be performed after the end of their regular work shift, and who do not continue working into their regular work shift, will be paid at their applicable overtime rate but not less than time-and-one-half for hours worked. Such employees shall, for any such period of work, receive not less than the equivalent of four (4) hours' pay at their straight-time rate. This does not apply to employees who continue to work into the next shift following their normal quitting time.

2. Any employees who are told to report for emergency work on a day when they are not scheduled to work shall be paid at the applicable rate, but shall receive not less than the equivalent of four (4) hours' pay at their straight-time rate.

153 c. Report-in time:

Employees who are sent home after reporting for work in accordance with their regular schedules, because without previous notice thereof, neither their regularly assigned nor any reasonably comparable work is available, will receive not less than four (4) hours' pay at the rate applicable had they worked; but this Sub-Section (c) shall not be applicable when such unavailability of work is caused by fire, flood, or other act of God, power failure or work stoppage by employees in the same Company location.

Article VIII, Section 6 - Division of Overtime

154 Overtime shall be divided as equally as proficient operations permit among the employees who are performing similar work in the group, except in cases of emergency or other causes beyond the control of the Company. All employees requested to work on Saturday or Sunday shall be notified not later than the previous Thursday, and employees requested to work on a holiday shall be notified not later than two (2) working days prior to the holiday. Saturday and Sunday overtime shall be offered based on the hours balance on the day that overtime is offered and will not be revised after Thursday of that work week. As much advance notice as possible will be given for all regularly scheduled overtime work. When overtime imbalance reaches 100 hours or more in any department, the Company and Union will meet promptly to discuss ways to reduce

the imbalance.

- 155 A record of overtime worked by employees (or credited to them) will be maintained by the immediate management representative of the group on a daily basis or as overtime calls dictate and will send a copy of the OT tracker to the stewards of the department once the call is complete. A record of all overtime will be maintained by management representatives for a period of three (3) years.

Division of Overtime Guidelines are contained in Appendix "A"

ARTICLE IX Holiday Pay

Article IX, Section 1

- 156 a. For each of the following holidays not worked, every hourly-rated employee not on continuous operations will be paid at his/her current rate of record for the week in which the holiday occurs for a number of hours equal to his/her regular daily work schedule during such week. If there are any other absences (paid or unpaid, inclusive of Floating Holidays) during a holiday week, eligible holiday(s) in that week will be paid at a maximum of eight (8) hours. Floating Holidays can be requested as full or half day increments:

157 Holiday Schedule

	2019	2020	2021	2022	2023
New Year's Day	January 1	January 1	January 1	January 3	January 2
Memorial Day	May 27	May 25	May 31	May 30	May 29
Independence Day	July 4	July 2	July 5	July 4	July 4
Independence Day	July 5	July 3	July 6	July 5	July 5
Labor Day	September 2	September 7	September 6	September 5	September 4
Veterans Day	November 11	November 11	November 11	November 11	November 10
Thanksgiving	November 28	November 26	November 25	November 24	November 23
Thanksgiving	November 29	November 27	November 26	November 25	November 24
Christmas Eve	December 24	December 24	December 24	December 26	December 22
Christmas	December 25	December 25	December 27	December 27	December 25
Floater	Open	Open	Open	Open	Open
Floater	Open	Open	Open	Open	Open

- 158 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, provided each of the following conditions are met:

- 160 1. Such employee works his/her last scheduled workday prior to and his/her next scheduled workday after such holiday within his/her scheduled workweek. This condition shall not prevent payment of holiday pay to:

- 161 (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 physical examination the next scheduled workday following the holiday; or
- 162 (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
- 163 (iii) An employee who is not at work on either or both such workdays solely due to military encampment or jury duty; or
- 164 (iv) An employee who is absent from work on either the last scheduled workday prior to double consecutive holidays (when such double consecutive holidays have been arranged under the provisions of this Article IX) or his/her next scheduled workday after such double consecutive holidays (in such case, the employee will be entitled to holiday pay only for the first of such double consecutive holidays if he/she works the last scheduled workday prior to that holiday, but not the next scheduled workday after the second holiday; and he/she will be entitled to holiday pay only for the second of such double consecutive holidays if he/she fails to work the last scheduled workday prior to the first of such double consecutive holidays but works the next scheduled workday after the second of such double consecutive holidays).
- 165 b. Employees who work on any of the above-mentioned holidays will be paid only under Article VIII, Section 2-c.
- 166 c. Hourly rated employees who are receiving the night shift differential pursuant to Article VIII, Section 4, hereof, shall have the same added to any holiday pay received by them under this Article.

Article IX, Section 2

- 167 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 as falling on the preceding Friday and shall be, for such purposes, observed that Friday only. However, Company and Union may, by agreement in writing, substitute a day other than the preceding Friday for any such holiday which falls on Saturday.

ARTICLE X

Continuity of Service - Service Credits

Article X, Section 1 - Definition to Terms

- 168 "Continuity of service" designates the status of an employee who has service credits totaling fifty-two (52) or more weeks.

169 "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."

170 "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.)

171 "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.

172 "Illness" shall include pregnancy, whenever the management representative or other immediate
management representative is notified prior to absence from work.

Article X, Section 2 - Loss of Service Credits and Continuity of Service

173 Service credits, previously accumulated and continuity of service, if any, will be lost whenever
the employee:

174 a. Quits, dies, resigns, retires or is discharged.

175 b. Is absent from work for more than two (2) consecutive weeks without satisfactory
explanation.

176 c. 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.

177 d. 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.

178 e. Is absent from work without satisfactory explanation beyond the period of any leave of
absence granted him/her by the Company.

179 f. Is absent from work for a continuous period of more than one (1) year for any reason, other
than:

180 1. A leave of absence granted in advance, or

181 2. An absence due to a compensable accident (up to eighteen (18) months) or
compensable illness (up to eighteen (18) months).

182 Individuals who at the time of layoff had six (6) months 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. Similarly, in the case of
individuals with the required service absent due to illness or injury, the same extended recall
arrangement will be made.

183 Actual recall will be predicated upon the individual meeting the Company health requirements.

- 184 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 year, or in the case of a work-related injury or illness, not exceeding eighteen (18) months, 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 paragraph 182 of this Article or if the employee is placed under Preferential Placement.
- 185 Individuals who at the time of absence due to illness, injury or compensable accident, injury or illness, had one (1) year of continuous service shall, despite loss of service as a result of absence due to illness, injury or compensable accident, illness or injury, be retained on the recall list and be eligible for reemployment and service restoration under paragraph 184.
- 186 The service record of each employee laid off and re-employed after layoff or re-employed following illness or injury, will be reviewed by the Company at the time of his/her re-employment and in each case, such employee will be notified as to his/her service credits and continuity of service, if any.
- 187 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 under Paragraph 184) 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.
- 188 If the Company re-employs a former employee who had accumulated five (5) or more years of continuous service at the time of a previous termination of Company employment (and the employee is not eligible for automatic service restoration under paragraph 184) the Company shall restore such continuous service after the employee has completed six (6) months of service following reemployment.
- 189 If the Company re-employs on or after June 27, 1988, a former employee who had continuity of service at the time of a previous termination of Company employment (and the employee is not eligible for automatic service restoration under Paragraph 193), 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.
- 190 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 XXII Section 3(b); or upon the prorated repayment of any Income Extension

Aid under Article XXII 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.

- 191 Restoration of benefits attributable to employee contributions under the Pension Plan shall be contingent on the employee's full repayment of required Pension Plan contributions plus interest within a reasonable time after rehire.

Article X, Section 3 - Service Credits

- 192 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:
- 193 Employees without continuity of service, when re-employed with prior service credits following absence due to a compensable accident or compensable illness will receive service credits for such lost time up to a maximum of twelve (12) months. For all other absences of two (2) weeks or less such employees will receive service credits but, if absent more than two (2) weeks, no service credit will be allowed for any part of such absence.
- 194 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 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.
- 195 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.
- 196 For all other absences of two weeks or less, such employees will receive service credits, but if the absence is longer than two weeks, no service credits will be allowed for any part of such absence.

ARTICLE XI

Day-work Plan - Principles and Objectives

- 197 Day-work with measurements shall be the exclusive payment plan for all work performed within

the bargaining unit. The following principles will be applied:

Article XI, Section 1 - Conditions of Application

198 To the extent that it is practical, the following conditions will be applicable to all operations:

199 Production quotas will be established that are appropriate for the work involved. The quotas will represent normal performance and will be used to gauge the performance of the employee and the work group.

Article XI, Section 2 - Reporting of Work

200 Labor voucher will be issued to authorize the employee to perform a specific item of work and it will show the assigned production quota of the operation.

Article XI, Section 3 - Reporting of Performance

201 Performance reports will be issued on an as needed basis. These reports may be issued to employees on an individual basis or as a group.

202 Performance (or efficiency) for the report interval will be calculated as follows:

203
$$\text{Performance} = \frac{\text{Total Allowed Hours of Measured Work Completion}}{\text{Clock Card Hours} - \text{Unmeasured Hours}} \times 100$$

204 A report of unmeasured work as a percent of total hours worked for each management representative or component will also be made for control purposes.

Article XI, Section 4 - Responsibility for Performance Evaluation

205 Each "Management Representative" is responsible for making reviews of the employees he/she has responsibility for and are directed to report to him/her. These reviews may be done upon request on an individual basis or as a group. He/she is responsible for helping employees to improve their performance by seeing that each employee/group is instructed properly and understands what is expected of them.

206 Each "Management Representative" who has responsibility for employees that are directed to report to him/her will regularly review the performance level of those in his/her charge, as an individual or as a group, and upon request. A copy of this report will be given to the chairman of the shop committee or his/her designated representative.

207 Each "Management Representative" will complete an annual performance evaluation for each Leadership position under his/her supervision using the Group Leader Performance Evaluation Form. This will start six (6) months after accepting a Leadership position. Any Group Leader who does not receive a review of "Satisfactory" or higher will be placed on a 90-day Performance Improvement Plan, where he/she will be given the opportunity to improve upon his/her performance with support from the manager. After ninety (90) days, if the Leader has not improved his/her performance to satisfactory or higher, the individual will be removed from the Leadership position and must wait one (1) year before being considered for another Leadership position. At the employee's request, a Committee Representative may be present for the performance evaluation.

Article XI, Section 5 - Work Practices and Procedures

The following work practices and procedures will be established to assure efficient and effective operations to meet the needs of employees and the business:

- 208 a. Employees are expected to meet production quotas as assigned, and report to their management representative any conditions or circumstances - as they become known - which prevent them from performing effectively or completing their assigned work. The management representative will obtain qualified technical assistance to help the employee to meet his/her production quota.
- 209 b. Employees are expected to follow the instructions and procedure specified for their work and report promptly any inadequacies in the work instruction and procedure to their management representative and with him/her attempt to remedy the problems by their full support and suggestions.
- 210 c. Employees are expected to produce acceptable work and report promptly any deviations from design or quality specification.
- 211 d. Employees are expected to input any production related data/information to appropriate parties/programs as directed by management.
- 212 e. Management agrees to meet with the Union to discuss specific areas where the union has identified employee training concerns, which would not allow them to perform key aspects of their classification, with the intent of keeping employee skills current.

Article XI, Section 7 - Guaranteed Rate Protection

- 214 Any employee on the payroll as of March 9, 1971 will be entitled to maintain his/her guaranteed rate in effect on that date, even though he/she subsequently performs work of a lower classification, until he/she is laid off or transferred to an unrelated job (one not shown as related on GE Medical Systems Business Division's "List of Related Jobs," dated March 9, 1971). Where laid off or transferred to an unrelated job because of lack of work (rather than at his/her own request), he/she will be entitled to a resumption of his/her "guaranteed rate" upon return to the job held on the above date or a related job if the layoff or transfer has continued for a period not in excess of sixty (60) months or one-half of his/her established seniority (whichever is greater).

ARTICLE XII Rates of Pay

Article XII, Section 1

- 215 Employees covered by this Agreement shall be paid the hourly rates shown in the 2019 Wage Agreement.

Article XII, Section 2

- 216 When an employee is temporarily transferred, at the request of the Company, to a lower job

classification he/she shall continue to receive his/her rate of record prior to the transfer.

Article XII, Section 3

- 217 When an employee is temporarily transferred at the request of the Company, to a higher rated job classification, he/she will receive the top of the pay scale if employee held the position permanently before or a minimum of a two (2) labor grade increase or the employee's current rate, whichever is higher.

Article XII, Section 4

- 218 No payroll deductions shall be made except those required by State or Federal Laws and Regulations, or except those when authorized by the employee and with the consent of the Company.

Article XII, Section 5 - Group Leader Pay

- 219 Employees classified as Group Leaders or Set-Up and Instruct will be paid three (3) steps above the highest job rate of the group they are leading. Detector Assembly/Repair, Assembly/Test Repair, Tube Parts Processor Repair will be paid four (4) steps above the highest job rate of the group they are leading.

Article XII, Section 6

- 220 The Company reserves the right to classify work. The Company, will as necessary revise the existing job descriptions. Rates will be paid corresponding to the classification of work performed subject, however, to the following conditions:
- 221 Employees will be given a job classification and a rate of pay, in accordance with the progression schedule set out in the Wage Agreement, appropriate for the work performed by such employee.
- 222 In the filling of Set-Up and Instruct, Group Leader, Assembly Test/Repair, Detector Assembly Repair, and Tube Parts Processor Repair jobs the procedure outlined in Article V, "Seniority," Part 3 "Recalls and Upgrades," Paragraph 85 will be followed in all cases. However, provision in Paragraph 85 shall not apply to temporary transfers of less than five (5) months duration. Employees removed from temporary assignments shall be returned to their former classifications and rates of pay. When following the above procedure, the management representative shall inform all employees that the opening is either permanent or temporary. Notification of all such openings must be given to the chairman of the committee or committee person.
- 223 An employee who is assigned work of a higher classification will be given the higher classification in accordance with the following:
- 224 A management representative will not ask a "B" operator to perform "A" work, or a "C" operator to perform "B" work, more than 5% of the operator's time unless the management representative is willing to immediately change the employee's classification to that of the higher classification. In the event a clerk or a management representative should issue a "B" employee an "A" job, or a "C" employee a "B" job, it shall be the operator's responsibility to inform his management representative as to this fact.

ARTICLE XIII General Provisions

Article XIII, Section 1

- 225 Management representative will not perform work on any job within the bargaining unit except in cases of emergency, or when no qualified employee is available or when instructing an employee.

Article XIII, Section 2

- 226 It is the intention of the Company to give prior notice to the Chairman of the Bargaining Committee or designated committee person, of any major changes in operating procedures which affect wages, hours and working conditions not covered by this Agreement.

ARTICLE XIV Union Notices

- 227 For the purpose of giving notice to its members, the Union shall have the right to have notices posted on factory bulletin boards, provided the same are approved by the Relations Operation.

ARTICLE XV Health and Safety

- 228 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 and in encouraging employees to observe safety and health regulations prescribed by the Company. The Company will cooperate with the Union and give serious consideration to the Union's suggestions to improve the health, safety and sanitation in the plant.

ARTICLE XVI Jury Duty

Article XVI, Section 1

- 229 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 by reason of such service, up to a limit of 8 hours per day and 40 hours per week.

Article XVI, Section 2

- 230 Similar pay as specified in Section 1, above, will be granted to an employee who loses time from work because of his/her appearance in court, pursuant to proper subpoena.

ARTICLE XVII

Absence for Death in Family

- 231 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 current rate of record, for the time lost by him/her from his/her regular schedule by reasons of such absence, for three days for each such absence and up to eight hours per day. In the event of death of the employee's spouse, child, parent or 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 apply to the deaths of comparable family members of the same-sex domestic partner.

ARTICLE XVIII

Sick Pay

Article XVIII, Section 1

- 232 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:

- 233 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

- 234 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.
- 235 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.
- 236 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 XVIII, Section 2 - Accumulation of Sick Pay

- 237 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 XVIII, Section 3 - Rate of Pay

- 238 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 XVIII, Section 4 - Half Day Definition

- 239 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 XVIII, Section 5 - Maximum Hours

- 240 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 in effect when last at work prior to the absence but not in excess of eight (8) hours.
- 241 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).
- 242 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.
- 243 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.

- 244 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/she is eligible under the table in Section 1.

Article XVIII, Section 6 - Sick and Personal Pay Allowance

- 245 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.

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 XVIII, Section 7 - Paid Parental Leave

- 246 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 XIX

Military Pay Differential

- 247 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.
- 248 An employee with thirty (30) days or more of service credits who does not exhaust the twenty-one (21) 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.
- 249 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.

- 250 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.
- 251 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 XX

Responsibility of the Parties

- 252 The parties recognize that under this Agreement, each of them has responsibilities for the welfare and security of the employees:
- 253 The Company recognizes that it is the responsibility of the Union to represent the employees effectively and fairly.
- 254 Subject only to any limitations stated in this Agreement, or in any other signed Agreement between the Company and the Union, the Union recognizes that the Company retains the exclusive right to manage its business, including (but not limited to) the right to determine the methods and means by which its operations are to be carried on, to direct the work force and to conduct its operations in a safe and effective manner.
- 255 This Article does not modify or limit the rights of the parties, or of the employees, under any other provisions of this Agreement or under any other signed Agreement between the Company and the Union, nor will it operate to deprive employees of any wage or other benefits to which they have been or will become entitled by virtue of an existing or future signed Agreement between the Company and the Union.
- 256 This Article does not limit the right of the Union to file grievances with respect to wages, hours and working conditions.

ARTICLE XXI

Issues of General Application

- 257 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 local level 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 III and Article IV of this Agreement.

ARTICLE XXII

Job and Income Security

258 **Article XXII, Section 1- Definitions**

- a. The terms "plant closing" and "to close a plant" mean the announcement and carrying out of a plan to terminate and discontinue either all Company operations at 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's pay" as use in this Article XXII, 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/she 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 whole years between the date of termination for retirement and the

date when first eligible for Medicare. The resulting number shall be reduced by a factor equivalent to the percent of employee contributions toward the average value of health coverage at the time of the Special Early Retirement Option 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.

259 **Article XXII, Section 2- Plant Closing**

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/she 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/she:
 - (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/she was laid off or was placed on an approved illness or injury absence prior to the Company's announcement of intent to close a plant and continues on layoff with protected service, or on illness or injury absence with protected service, until the location's 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/she can accept other employment and the local management shall have unilateral discretion

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

5. Notwithstanding the provisions of this Section 2, an employee who is affected by plant closing may elect, prior to the specific date of his 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 $\frac{1}{2}$ week's pay for each of the employee's full years of continuous service plus $\frac{3}{8}$ of a week's pay for each additional 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 $\frac{1}{2}$ 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 XXII, Section 2, of this Agreement.

Age and Service Benefits Eligibility

For the purpose only of determining age and service eligibility for benefits under section 2(b)(4), an employee who is terminated for plant closing shall be deemed to have attained the age and service he/she would have attained in the calendar year of termination but for the plant closing.

260 **Article XXII, 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, un-replaced 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 or 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, un-replaced 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: (i) eligible for Severance Pay under Section 2 or (ii) eligible for Income Extension Aid ("IEA") resulting from being displaced and subject to layoff in the immediate chain of displacement resulting when a job is directly eliminated by a transfer of work, 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 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 otherwise 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) and 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 have unilateral discretion to grant such a request so long as such request shall not be unreasonably denied; provided that employees affected by the 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 twelve (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**

Except for employees electing Preferential Placement pursuant to Section 3 (e)(1)(iii) above, while in Preferential Placement Status, an eligible employee will be paid IEA or IEA-type layoff benefits under the procedures set forth in Section 4(b)(1)(i) of this Article up to the amount, as applicable, of either (i) the employee's eligibility for Severance Pay under Section 2 (b)(6) of this Article or, (ii) the employee's eligibility for IEA under Section 4 (a)(1) of this Article. For those employees affected by a Plant Closing, if at the end of the thirty (30) day period the employee does not elect to participate in Preferential Placement, the amount of Severance Pay available under Section 2, less any amount paid in IEA-type benefits, will be paid in lump sum and the employee will terminate service. Such payment shall be in lieu of any and all other benefits set forth in the applicable Section 2 or Section 3 of this Article; provided however, that an eligible employee affected by a plant closing may receive reimbursement for authorized expenses incurred pursuant to Section 2 (c)(2) respecting courses registered for within one year, and completed within three years, of the employee's scheduled plant closing date, and an eligible employee electing Preferential Placement from layoff status is eligible to participate in the Individual Development Program.

5. **Seniority**

Individuals placed or re-employed under this Section 3 (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/her former location except in the event he/she 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/she was placed, recall rights will be reinstated for the remainder of the original recall period. Also, employees who previously accepted Preferential Placement and are currently in a lower tier wage in a facility where the business has established a secondary wage structure for similar work will have a one-time right to accept recall back to the former location from which they were laid off for the remaining duration of their recall rights. If an employee exercises this right, location seniority will be determined locally.

6. **Relocation Assistance**

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

has elected Preferential Placement is eligible for reimbursement of documented expenses up to \$350 per visit incurred for purpose of attending approved selection procedures established by the designated locations.

7. Residual Benefits

Except for employees electing Preferential Placement pursuant to Section 3 (e)(1)(iii) above, if an employee who elected Preferential Placement is not placed or re-employed by the Company within one year from that individual's designated date of, as applicable, (i) termination for plant closing or (ii) layoff, that individual will, as appropriate, be deemed either: to have been terminated as of that individual's respective date of termination for plant closing and paid the Severance Pay the individual would have received under Section 2 (b))6) if the Preferential Placement status had not been elected, less any IEA-type benefits paid under paragraph 4 of this Section 3 (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 a selected location for repeated failure to make good faith efforts to respond to opportunities for placement consideration. Examples of such failure include:

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

9. Termination of Preferential Placement Status

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

- (i) recall at the work location that gave rise to the preferential 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.

261 **Article XXII, Section 4 - Income Extension Aid**

a. Computation of Income Extension Aid

1. An employee with one or more years of continuous service will, in accordance with the provisions hereinafter set forth, have available Income Extension Aid computed on the basis of one week's pay for each of the employee's full years of continuous service plus $\frac{1}{4}$ week's pay for each additional 3 months of continuous service at the time of layoff. An employee with at least six months but less than one year of continuous service will, in accordance with the provisions hereinafter set forth, have available a total of four (4) weeks' pay for Income Extension Aid.
2. If the amount of Income Extension Aid available to any employee as computed in Subsection (a)(1) has been reduced by payments under any of the options below, then, providing he/she has returned to work from layoff, the total amount available as described in Subsection (a)(1) shall be automatically restored. This Subsection (2) shall not apply where payments have been made under Section 4 (b)(1)(iii) or under Plant Closing Section 2 where the employee is rehired within 6 months of termination, except that when an employee makes 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/she 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 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 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 the employee unable to work, or due to the receipt of public or private retirement income, because of insufficient earnings to establish unemployment compensation eligibility or because unemployment compensation benefits have been exhausted for the base year, that employee shall be entitled to weekly IEA payment as though there had been no such unemployment compensation disqualification.

After exhaustion of his 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 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.

262 **Article XXII, Section 5 - Notice, Bargaining and Information Requirements**

This Section sets forth the full obligations of the Company with regard to notice, bargaining with and information to the Union concerning plant closing, work transfer, subcontracting and the installation of robots or automated manufacturing 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 forty-five (45) 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. **Notice**

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 ten (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 non-production work to be transferred and the projected cost to the Company of having the work subcontracted or performed elsewhere. Likewise, the Company will also provide the related wages, payroll allowances and employee benefits expenses of represented employees for the work intended to be 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.

263 **Article XXII, Section 6 - Job Preservation**

a. Decision Bargaining Guarantee

In the event the Company announces its intention to close a plant under Section 5(a), and following decision bargaining the Company retracts or modifies its announced intention based on a 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 and 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.

264 **Article XXII, Section 7 - Vested Rights Under Pension Plan**

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

265 **Article XXII, Section 8 - Lump Sum Payments**

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

In the event of 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.

266 **Article XXII, Section 9 - Non-Duplication**

If any part of an employee's continuous service is used as the basis for an actual payment under any of the options of the Income Extension Aid or Severance Pay arrangement, that part of his 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.

267 **Article XXII, Section 10 - Other**

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 XXIII
Modification and Termination**

268 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.

269 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 and any June 18 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.

270 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.

PART TWO
2019- 2023 WAGE AGREEMENT

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

271 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

Section 2 - Accelerated Cash Payments

272 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.

Section 3 – Cost of Living Adjustments

- 273 The Cost-of-Living Adjustment formulas described in (c) – (e) below will be preserved except, for the term of this 2019-2023 Agreement, the following Cost-of-Living methodology described in paragraphs (a) – (b) will apply:

- (a) 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

- (b) No adjustments shall be made to any pay or benefits as a result of the calculation or re-calculation of the cost-of-living calculation pursuant to the National Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W; Base 1982-84 = 100), as published by the United States Bureau of Labor Statistics.
- (c) Cost-of-Living Adjustments effective on the dates shown below in the amount of one cent (\$.01) per hour for hourly employees (forty cents (\$.40) per week for salaried employees) for each full .071429 of one percent (.071429%) by which the National Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W; Base 1982-84 = 100), as published by the United States Bureau of Labor Statistics, increases in the applicable measurement period.

Effective Date	Measurement Period
December 19, 2011	June 2011 through October 2011
June 25, 2012	October 2011 through April 2012
December 24, 2012	October 2011 through October 2012*
June 24, 2013	October 2012 through April 2013
December 23, 2013	October 2012 through October 2013*
June 23, 2014	October 2013 through April 2014
December 22, 2014	October 2013 through October 2014*
April 20, 2015	October 2014 through February 2015

- (d) No adjustment, retroactive or otherwise, shall be made in pay or benefits as a result of any revision which later may be made in the published figures for the Index for any month on the basis of which the cost-of-living calculation shall have been determined.
- (e) In the event that the Bureau of Labor Statistics issues a new or revised Index with either a conversion table, converted Index, or a conversion procedure by which the present formula

can be made applicable to any change in such Index, the Union and the Company agree to accept such conversion method. If no such conversion method is provided by the BLS following any revision of the Index, the parties will promptly undertake negotiations solely with respect to agreeing upon a substitute formula for determining a comparable Cost-of-Living Adjustment, and failing agreement in such negotiations, the Union and the Locals shall, upon giving 10 days written notice, have the right to strike solely with respect to such issue.

*(While the measurement period for the Cost-of-Living Adjustment effective December includes the entire period from October through October, the adjustment shall be the difference between the full amount calculated for the period and the amount of the Cost-of-Living Adjustment paid effective in June.)

Section 4 – Ratification Bonus

275 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.

Section 5- Wage Structure

The following rate structures are in effect June 24th, 2019:

Legacy Wage Scale

GRADE	RATE
H0G	25.5600
H0F	25.9200
H0E	26.2400
H0D	26.5750
H0C	30.2150
H0B	30.3450
H0A	30.4800
H01	30.6300
H02	30.9050
H03	31.2350
H04	31.5700
H05	31.9400
H06	32.2750
H07	32.7000
H08	33.2100
H09	33.7550
H10	34.5900
H11	35.5600
H12	36.6100
H13	37.5900
H14	38.9100
H15	40.4850
H16	41.4400
H17	42.2800
H18	43.2300
H19	44.0650
H20	45.0500
H21	46.0200
H22	47.1900
H23	48.4750
HRC	50.3200

Competitive Wage Scale

GRADE	RATE
C0G	17.1850
C0F	17.4150
C0E	17.6200
C0D	17.8400
C0C	20.2050
C0B	20.2900
C0A	20.3800
C01	20.4750
C02	20.6550
C03	20.8700
C04	21.0900
C05	21.3250
C06	21.5450
C07	21.8200
C08	22.1550
C09	22.5100
C10	24.7000
C11	26.2250
C12	26.9850
C13	27.6950
C14	28.6550
C15	30.7700
C16	30.4900
C17	31.1000
C18	32.8300
C19	32.3950
C20	33.1050
C21	33.8100
C22	34.6600
C23	35.5900

Market Increases for Competitive Wage Scale Only

Effective Date	Payment
March 2, 2020	\$0.65 per hour wage increase applied to rates in effect on March 2, 2020
March 1, 2021	\$0.60 per hour wage increase applied to rates in effect on March 1, 2021

Section 6 - Progression Schedule

282 Progression Schedule

Job Rate Symbol	Minimum Starting Rate Symbol	Rate Symbols to be Paid After the Following # of Months						
		3	6	9	12	15	18	24
2	1	2						
3	1	2	3					
4	1	2	3	4				
5	1	2	3	4	5			
6	1	2	3	4	5	6		
7	1	2	3	4	5	6	7	
8	2	3	4	5	6	7	8	
9	2	3	4	5	6	7	8	9
10	3	4	5	6	7	8	9	10
11	4	5	6	7	8	9	10	11
12	5	6	7	8	9	10	11	12
13	6	7	8	9	10	11	12	13
14	7	8	9	10	11	12	13	15
15	8	9	10	11	12	13	14	15
16	9	10	11	12	13	14	15	16
17	10	11	12	13	14	15	16	17
18	11	12	13	14	15	16	17	18
19	12	13	14	15	16	17	18	19
20	13	14	15	16	17	18	19	20

Section 7 – Starting Rates for Employees Hired After August 5, 1991

283 This Section will apply to hourly employees hired for jobs with a job rate after August 5, 1991 who have no record of prior GE service may be hired at a minimum of 70% of the job rate. Employees will progress in six (6) month steps to job rate in accordance with the following table. Effective January 1, 2008, all new employees and current employees on a progression schedule will progress in four (4) month steps to job rate in accordance with the following table. This progression table does not apply to employees hired into the Competitive Wage Scale.

<u>Hiring Rate as a Percent of</u> <u>Job Rate</u>	<u>Number of Progression</u> <u>Steps</u>
95	1
90	2
85	3
80	4
75	5
70	6

284 Employees on the above progression schedule who are transferred to higher rated jobs within the one month progression schedule (hourly) will have their paid rates adjusted to the next same percentage of the new job rate. Time accumulated toward the 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) will have their rates adjusted according to the other provisions of this Article and Article XII.

- 285 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.
- 286 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 XII, Rates of Pay notwithstanding. After completing the initial progression schedule and reaching job rate of the assigned job the other provisions of this Article and Article XII will be applicable to subsequent transfers.

PART THREE
MEMORANDUM OF AGREEMENT ON EMPLOYEE BENEFITS

287 This Memorandum of Agreement (Part Three) entered into between the GE MEDICAL SYSTEMS, LLC (herein referred to as the "Company") and X-RAY LOCAL LODGE No.1916, DISTRICT NO.10, INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, AFL-CIO (herein referred to as the "Union") shall be applicable to and binding upon the Company, the Union and Employees represented by the Union at the Company's plants in the greater Milwaukee area, 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
- L. 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.

PART FOUR

**2019 SETTLEMENT AGREEMENT
BETWEEN
GENERAL ELECTRIC COMPANY MEDICAL SYSTEMS LLC
AND
X-RAY LOCAL LODGE No. 1916, DISTRICT No.10, INTERNATIONAL
ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS,
A.F.L.-C.I.O.**

- 288 In full settlement of all matters subject to collective bargaining, the parties hereto have agreed upon this Settlement Agreement which includes (as Part One) the Basic Bargaining Agreement, (as Part Two) the 2019 Wage Agreement, and (as Part Three) the Memorandum of Agreement on Employee Benefits.
- 289 Such three Agreements forming parts hereof are not to be separately executed, but execution of this Settlement Agreement is intended and will be deemed to be execution of each of the other three Agreements. All three Agreements shall remain in effect from June 24, 2019 to June 18, 2023.
- 290 IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed to this Settlement Agreement by their respective duly authorized officers and representatives on this 5th day of February.

**GENERAL ELECTRIC COMPANY
MEDICAL SYSTEMS LLC**

Frederick J Kingsley
Manager, Union Relations

Kyle S Kalmadge
Labor Relations Leader

Kimberly Wallace
Lead Labor Relations Specialist

Laura Bourdo
Labor Relations Coordinator

**X-RAY LOCAL LODGE NO 1916
DISTRICT NO 10, INTERNATIONAL
ASSOCIATION OF MACHINIST AND
AEROSPACE WORKERS AFL-CIO**

Joseph Terlisner
Business Representative

Mark Burzynski
President

Robert Foote
Vice-President

Dean Berndt
Shop Chairman

Kowan Perkins
Committeeperson

Michael Carter
Committeeperson

Andrew Matt
Committeeperson

Jim Bosse
Committeeperson

Todd Miller
Committeeperson

John Bebeau
Committeeperson

APPENDIX A
DIVISION of OVERTIME GUIDELINES

- a. Overtime shall be charged for the opportunity to be paid excluding holiday average.
- b. Employees not trained on a job within his/her classification where overtime is called shall not be charged.
- c. Same day overtime calls shall be charged if offered by: 11am for first shift, 7pm for second shift and 3am for third shift. When overtime calls are made after the shift's cut-off time, the time shall not be charged if refused, but if accepted will be charged.
- d. An individual absent during a day which overtime is called will be charged as if the employee had refused the call if the employee was in line to be asked unless they contact their supervisor to make other arrangements.
- e. Employees on Medical Leave will be charged consistent with their hours.
- f. Employees who change shifts within their classification and department will carry over their hours.
- g. Employees entering a new department or classification will be averaged in with the group once they've been trained or at two (2) months, whichever is sooner, provided they're in line to be asked. Their average will be across all shifts.
- h. At the beginning of a new year the low overtime employee within the overtime group will be placed at zero and all other employees will be adjusted accordingly across all shifts. However, for departments that have an overtime imbalance of twenty (20) hours or less, all employees will be placed at zero.
- i. Employees with restrictions will be charged overtime hours if in line to be asked.
- j. Preference shall not be given as to early or late call. Employees will be offered overtime in accordance with low hours, however, employees may not accept both early and late calls resulting in the employee's workday exceeding 12 hours.
- k. Those employees on Military Encampment Leave or Jury Duty will be allowed make-up overtime hours for those hours he/she was in line to be asked and charged at the applicable overtime hours paid.
- l. Overtime scheduled within the above guidelines will be considered to be regularly scheduled time worked.
- m. Employees temporarily transferred will have their overtime hours froze in their home department and upon return will have those hours added to the hours charged while transferred.
- n. Overtime will be offered by low hours.
- o. Temporary transferred and temporary assigned employee's to be averaged into temporary group and allowed to work if in line to be asked.
- p. Any hours paid at the overtime rate to be charged.

APPENDIX B

TEMPORARY LABOR RESOURCES

During periods when labor resources are needed due to spikes in production, the Company and the Union will hold discussions, with the intent of temporarily recalling employees currently on lack of work for up to three (3) months, hiring retirees (via the Pensioner Temporary Employment Agreement), permanently recalling employees on lack of work or hiring permanent employees. These options will provide the Company the ability to meet customer needs, with the timing for temporary retirees being mutually agreed to.

Employees on the Recall List who choose not to accept a Temporary recall will not be removed from the Recall List for Permanent positions.

Overtime Guidelines

- A. Temporary Retirees will only be allowed to work overtime when regular employees in the group have been offered the opportunity first.
- B. Overtime guidelines as outlined in the agreement (Appendix A) shall not apply to Temporary Retirees.
- C. Before retirees are rehired, the Company and Union will sit down to discuss their return if that department has had a reduction in headcount in the prior 13 weeks.

MEMORANDUM OF SETTLEMENT

between

**GENERAL ELECTRIC COMPANY
GE MEDICAL SYSTEMS LLC**

and

**LOCAL NO. 1916, INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE
WORKERS, AFL-CIO**

General Electric Company, GE MEDICAL SYSTEMS LLC, hereafter referred to as "Company", and LOCAL NO. 1916, INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, AFL-CIO, hereafter referred to as "Union," in settlement of their current collective bargaining negotiations, hereby agree as follows:

(1) The Union and Company agree upon a 2019 Settlement Agreement, the provisions of which will be identical with the provisions of the 2015-2019 Settlement Agreement but with the modifications set forth in Appendices A – G, attached hereto.

(2) The 2019 Settlement Agreement is in full settlement of all of the parties' outstanding bargaining issues.

(3) The Company and the Union will sign the Settlement Agreement reflecting and carrying out the provisions of Section 1 hereto within three weeks of the date of ratification so that the effective date of the 2019 Settlement Agreement will be June 24, 2019, and the 2019 Settlement Agreement will continue in effect until June 18, 2023.

(4) Unless otherwise expressly stated, no change in benefits or change in contract language shall be: (1) effective prior to June 24, 2019 and (2) applicable to individuals who are not General Electric Company employees on the active payroll as of June 24, 2019.

(5) This Agreement will be subject to ratification by the Union not later than August 15, 2019.

IN WITNESSETH WHEREOF the parties have set their hand and seal on this 5 day of

FEB

2019

2020

KDK

**LOCAL NO. 1916, INTERNATIONAL
ASSOCIATION OF MACHINISTS AND
AEROSPACE WORKERS, AFL-CIO**

Mark Benney
Bob Footh
Ray B...
M. ...
J. E. ...

**GENERAL ELECTRIC COMPANY
GE MEDICAL SYSTEMS LLC**

[Signature]
James J. ...
Laura Bounds

2. Contributions

No increase to current contributions for 2020 (Table 1). Weekly contributions will increase in 2021, 2022 and 2023 as set forth in the attached Tables 2, 3, and 4, based on Annual Pay (effective January 1, 2021). Annual Pay will be as defined currently.

Applies to all eligible individuals whose contributions are currently based on the existing version of the Table below.

Table 1

GE Health Benefits Contributions (2020)

1/1/2020 - 12/31/2020	Weekly Contributions		
Annual Pay	1 Person Contribution		
	Option 1	Option 2	Option 3
<\$25,000	\$21.34	\$11.76	\$6.89
\$25,000-\$37,499	\$25.31	\$15.72	\$8.17
\$37,500-\$49,999	\$27.70	\$20.99	\$9.49
\$50,000-\$74,999	\$34.79	\$28.08	\$14.66
\$75,000-\$99,999	\$43.48	\$36.77	\$21.44
\$100,000-\$149,999	\$54.57	\$47.86	\$32.05
\$150,000 and above	\$72.77	\$66.06	\$47.85
	2 Person Contribution		
<\$25,000	\$42.70	\$23.53	\$14.27
\$25,000-\$37,499	\$50.61	\$31.45	\$16.82
\$37,500-\$49,999	\$55.35	\$41.93	\$18.92
\$50,000-\$74,999	\$69.60	\$56.18	\$29.34
\$75,000-\$99,999	\$86.99	\$73.57	\$42.90
\$100,000-\$149,999	\$109.13	\$95.71	\$64.08
\$150,000 and above	\$145.52	\$132.10	\$95.68
	3 or More Contribution		
<\$25,000	\$53.32	\$29.35	\$18.18
\$25,000-\$37,499	\$63.28	\$39.32	\$21.40
\$37,500-\$49,999	\$69.28	\$52.50	\$23.69
\$50,000-\$74,999	\$86.99	\$70.21	\$36.67
\$75,000-\$99,999	\$108.83	\$92.05	\$53.66
\$100,000-\$149,999	\$136.34	\$119.57	\$80.08
\$150,000 and above	\$181.89	\$165.12	\$119.59

Note: Rates above are for Non-Smokers. Annual surcharge of \$625 (\$11.98 weekly) added to rates for smokers.

