

EFFECTS BARGAINING AGREEMENT

This Effects Bargaining Agreement is made and entered into this February 24, 2019, by and between the General Electric Company (“Company”) and the UE (“UE” or the “Union”).

WITNESSETH:

WHEREAS, the Company has sold its GE Transportation business (“Transportation”) to Wabtec effective upon the date such transaction closes (the “Closing Date”), which is currently set for Monday, February 25, 2019;

WHEREAS, the Company and the Union have bargained fully and in good faith regarding the effects of the sale of the business on Transportation employees currently represented by the Union; and

WHEREAS, the Company and the Union have reached an agreement over such effects bargaining;

NOW THEREFORE IT IS AGREED:

This Effects Bargaining Agreement sets forth the full and complete agreement between the Company and the Union regarding the effects of the sale on employees represented by the Union. The Company and the Union agree that no further bargaining will be required on these or any other subjects that could have been raised in effects bargaining.

1. The Company and the Union agree that this Effects Bargaining Agreement contains all benefits, terms or conditions that were agreed upon as a result of the bargaining relating to the sale of the Transportation business.
2. This Effects Bargaining Agreement (or “Agreement”) covers only those UE-represented employees that are employed in the Transportation business and that transfer to Wabtec with the sale of the business and close of the transaction.

3. **Closing Payment:**

- a. Paragraph 3 Eligible Employees: All current UE-represented Transportation employees as of the Closing Date and who were scheduled under the sales agreement to transfer to WABTEC on the Closing Date (or eligible to transfer later if on leave of absence on the Closing, if and when they transfer). Employees who are on inactive status due to layoff as of the Closing Date, or who otherwise separated from the Company

(including termination, resignation or retirement) as of the Closing Date, are not eligible for the Closing Payment.

- b. As soon as practicable after the Closing Date, a Closing Payment of \$350.00 (three hundred fifty dollars), less applicable withholdings, will be paid in a lump sum to all Paragraph 3 Eligible Employees.
- c. The Closing Payment 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.

4. Third Accelerated Cash Payment for Those on LOA:

- a. Paragraph 4 Eligible employees: All current UE-represented Transportation employees who were eligible but did not qualify for the Third Accelerated Cash Payment (“ACP”) under the 2015-19 GE-UE National Agreement because they were on a Company-approved leave as of January 14, 2019, but who after the Closing Date have a right to remain on leave and to reinstatement pursuant to an applicable law or regulation, and who are released to active work and transition to active employment with WABTEC on the next scheduled work day after the expiration of the leave and that transition date is not later than June 23, 2019.
- b. Payment: Paragraph 4 Eligible Employees will receive the Third ACP (\$2,250), less applicable withholding, within 21 days after transitioning to active employment with WABTEC.

5. Third Accelerated Cash Payment for Those Who Return from Layoff by Close

- a. Paragraph 5 Eligible Employees: All UE-represented Transportation employees who were eligible but did not qualify for the Third Accelerated Cash Payment (“ACP”) under the 2015-19 GE-UE National Agreement because they were on layoff as of January 14, 2019, but who before the Closing Date are recalled to employment with GE Transportation.
- b. Payment: Paragraph 5 Eligible Employees will receive the Third ACP (\$2,250), less applicable withholding, within a reasonable period of time after being recalled to work with GE Transportation.

6. Preferential Employment:

- a. Paragraph 6 Eligible Employees: All UE-represented Transportation employees who have transferred to active employment with Wabtec under the transaction sales agreement and who thereafter are permanently laid off¹ by Wabtec before June 23, 2019, shall have the right to participate in a special GE Preferential Placement Program under this Agreement up until June 23, 2019, under the following terms:
- i. Paragraph 6 Eligible Employees will be provided a process (“GE-Wabtec Preferential Placement Program” or the “Program”) by which they can indicate a preference for hiring into up to six (6) GE US facilities that participate in the GE Company Preferential Placement program.
 - ii. “Preference for hiring” under the Program means that the Paragraph 6 Eligible Employees (and other participants in this Program) will be given preference over the hiring of applicants “from the street” but will be second in line to any GE Company Preferential Placement participants who apply through the program for the same job. Thus, the preference order will be: (1) GE employees impacted by a job loss who participate in the Preferential Placement Program; (2) Former Transportation employees who transfer to Wabtec, are subsequently laid off before June 23, 2019, and who are offered and choose to participate in the GE-WABTEC Preferential Placement Program;² (3) Applicants from the street.
- b. Further rules for this new program will be drafted and issued by the Company generally in line with the election and selection process in the most recently negotiated GE-UE National Agreement (with the understanding that the alternative preference order, effective dates and maximum number of potential sites in this Section will apply). The non-election/selection provisions of the GE-UE contractual preferential placement process will not apply to those former Transportation employees using Preferential Placement under this provision, including

¹ “Permanently laid off” includes permanent volume reduction layoffs, as well as permanent layoffs due to transfers of work or plant closings.

² Should GE offer participation in this Program to non-UE represented Transportation employees who transfer to WABTEC and are thereafter permanently laid off, and should any of those laid off employees apply for preferential placement at the same GE facility as a former UE-represented Transportation employee, the order of preference for those two applicants (after any GE employee participants) will be based on prior GE continuity of service (greater COS above less COS).

those provisions providing IEA, severance or any other benefits, visit/relocation assistance, recall rights, or educational assistance.

- c. The program will end on June 23, 2019, and any Paragraph 6 Eligible Employee waiting for a job opportunity through the program upon the end of that day will be removed from the program at that time. However, if GE agrees to re-up the GE Preferential Placement Program after June 2019 negotiations with its other unions, the GE-Wabtec Preferential Placement Program under this Section will continue until March 1, 2020 – with the understanding that Paragraph 6 Eligible Employees must be impacted by a Wabtec layoff by December 31, 2019 to be eligible and that any Paragraph 6 Eligible Employee waiting for a job opportunity through the program upon the end of the extended program deadline of March 1, 2020, will be removed from the program at that time.

7. Special Supplement For Long-Service Group

- a. Paragraph 7 Eligible Employees: All UE-represented Transportation employees who are participants in the GE Pension Plan, are age 59 as of February 24, 2019 and will attain age 60 no later than April 23, 2019, have at least 25 years of Pension Qualification Service as of February 24, 2019, or will do so pursuant to this agreement - and who transfer to Wabtec, or an affiliate of Wabtec, in connection with the Transportation sale on the close date.
- b. Paragraph 7 Eligible Employees shall have their initial days of service performed for Wabtec or any Wabtec affiliate through April 23, 2019, treated as Service for the Company for the limited purpose of determining whether the Eligible Employee meets the eligibility conditions for receiving the Special Supplement set forth in Section VI.6 of the GE Pension Plan (the “Special Supplement Eligibility Conditions”).
- c. Such treatment shall only apply for purposes of applying the Special Supplement Eligibility Conditions. The other terms for receiving the Special Supplement shall not be affected by this Paragraph 7.
- d. Such treatment shall not apply to increase any benefit accruals under the GE Pension Plan, nor shall such treatment apply in determining Pension Benefit Service or for any other purpose.
- e. Such treatment shall not apply to a transferred employee who withdraws his or her pre-1989 employee contributions in accordance with the GE Pension Plan before retirement.

WHEREFORE, the parties have caused this Effects Bargaining Agreement to be executed by their duly authorized representatives effective on the day and year written below.

For GE Company:

For UE:

Name: _____

Name: _____

Date: _____

Date: _____