

GENERAL ELECTRIC EWC AGREEMENT

Article 1: PREAMBLE

- 1.1 The General Electric Company (“GE”) is committed to providing long-term solutions to major challenges based on an ambitious and responsible industrial model with the principle of social dialogue and engagement with its workforce and/or their representatives at its core. As a multinational enterprise, GE is also committed to respecting fundamental principles and rights at work. To that end, GE has established a wide variety of policies and practices that implement this commitment. GE’s policies and practices have been informed by reference to instruments developed by international organizations such as the United Nations Universal Declaration on Human Rights, and the International Labor Organizations 1998 Declaration on Fundamental Principles and Rights at Work. While these instruments serve as guides to aid governments in the development and implementation of national law, they are instructive as tools that a private entity such as GE can look to for guidance in the formulation and implementation of its own policies and practices. Moreover, GE is a signatory to the United Nations Global Compact and has committed to a program of continuous improvement demonstrated by our annual Communications of Progress. Finally, as a multinational enterprise with origins in the United States, GE is also guided by the OECD Guidelines for Multinational Enterprises.
- 1.2 This Agreement defines the scope, role, membership and operation of the GE European Works Council (“EWC”) structure as more fully explained below pursuant to GE’s obligations under EU Council Directive 2009/38/EC (the “EWC Directive”).
- 1.3 In the event that the EWC Directive is revised, this Agreement shall be adapted as necessary to ensure that it remains compliant with the amended version of the EWC Directive.
- 1.4 For the purposes of the EWC Directive Central Management has designated GEH Holdings (UK Company number 05414492) as its representative which means that this Agreement is subject to the applicable laws of the United Kingdom and in particular the Transnational Information and Consultation of Employees Regulations 2010 (the “TICE Regulations”). In the event that having a UK registered company as Central Management’s representative for the purposes of this Agreement ceases to be compatible with the provisions of the EWC Directive, Central Management shall confirm the identity of its new representative and any consequential change in the laws that will be applicable to this Agreement. For the avoidance of doubt, in such circumstances, the United Kingdom shall continue to fall within the scope of this Agreement.
- 1.5 This Agreement shall cover all the member states of the EEA together with Switzerland. Employees’ representatives from non-EU member states shall be treated as full members of the EWC structure in accordance with the terms of this Agreement. The list of countries covered by this Agreement is set out at annex A. As set out at clause 1.4 above, in the event that the UK ceases to be a member of the EU or the EEA it shall nevertheless continue to fall within the scope of this Agreement.
- 1.6 The parties to this Agreement can jointly agree to extend the scope of coverage of the GE EWC structure to countries outside the EU, the EEA and applicant countries.

- 1.7 In the event of any inconsistencies between different translated versions of this agreement, the English language version shall prevail.

Article 2: AIM AND SCOPE OF AGREEMENT

- 2.1 The GE EWC structure will cover the operations of any tier one business or similar direct reporting organisation of GE as may be created from time to time that does not fall within the GE Capital business, where those operations are situated in the European Economic Area (the “EEA” (including the UK) and/or Switzerland (the “**Industrial Businesses**”). For the avoidance of doubt, the operations covered by the GE EWC Structure shall include any joint venture in which GE owns more than 50% of the subscribed share capital.
- 2.2 The GE EWC structure shall consist of a cross-business committee (the “**Central Committee**”) together with any Business Committees that are established in respect of one or more Industrial Business in accordance with Article 5 below. Accordingly, both the Central Committee and the Business Committees form part of the EWC of the GE Industrial Businesses and shall therefore be governed by and operated in accordance with the terms of this Agreement. Any reference to “GE EWC employee representatives” shall likewise include members of both the Central Committee and the Business Committees.
- 2.3 The parties shall operate in good faith, in an atmosphere of trust and mutual respect, and in the ‘spirit of cooperation’ with the aim of encouraging a free exchange of views and opinions between the parties. Central Management will provide information and, where appropriate, will consult with employee representatives in a way that enables them to form an opinion and for that opinion to be considered before decisions are reached in accordance with the terms of this Agreement.

Article 3: DEFINITIONS

- 3.1 **Information:** means the transmission of data by GE to the GE EWC employee representatives in order to enable them to acquaint themselves with the subject matter and to examine it. Information shall be given at such time, in such fashion and with such content as appropriate, to enable employees' representatives to undertake an in-depth assessment of the possible impact and, where appropriate, prepare for Consultation with Central Management (as set out in Article 2(f) of the EWC Directive).
- 3.2 **Consultation:** means the establishment of dialogue and exchange of views between GE EWC employee representatives and Central Management or any more appropriate level of management, at such time, in such fashion and with such content as enables employee representatives to express an opinion on the basis of the information provided about the proposed measures to which the consultation is related, without prejudice to the responsibilities of the management and within a reasonable time, which may be taken into account by Central Management (as set out in Article 2(g) of the EWC Directive).
- 3.3 **Transnational matters:** matters shall be considered to be transnational where they concern employees in at least two different countries that are within the scope of this Agreement.
- 3.4 **Central Management:** means members of the Corporate Executive body of GE, or other appropriate relevant level of management, designated by GE as the management

representatives on the Central Committee or Business Committee (as appropriate). In this regard those who will meet with employee representatives on behalf of Central Management to inform and, where appropriate, consult on issues prescribed in this Agreement will be of appropriate seniority and level and, where appropriate, will have the power to make or change decisions. Where appropriate, this may include management representatives who are ordinarily based outside of the EU, including those based in the USA.

- 3.5 In-Scope Employees:** means the employees employed by all GE Industrial Businesses or in the relevant Industrial Business (as the case maybe) across all of the countries that fall within the scope of this Agreement.

Article 4: ISSUES FOR INFORMATION AND CONSULTATION WITH THE GE EWC

- 4.1 Matters to be the subject of information and/or consultation with the Central Committee in accordance with the terms of this Agreement are topics of a Transnational nature as defined in Article 3.3 that may have a significant impact on the In-Scope Employees and that are related to more than one GE Industrial Business.
- 4.2 Matters to be the subject of information and/or consultation with the Business Committees in accordance with the terms of this Agreement are topics of a Transnational nature as defined in Article 3.3 that may have a significant impact on the In-Scope Employees and that concern one GE Industrial Business only.
- 4.3 The information of the Central Committee and/or Business Committees (as appropriate) shall relate in particular to the structure, economic and financial situation, probable development and production and sales of the Community-scale undertaking or group of undertakings. The information and consultation of the Central Committee and/or Business Committees (as appropriate) shall relate in particular to the situation and probable trend of employment, investments, and substantial changes concerning organisation, introduction of new working methods or production processes, transfers of production, mergers, cut-backs or closures of undertakings, establishments or important parts thereof, and collective redundancies.
- 4.4 Where it is reasonably possible to do so, the Information shall be provided at the next scheduled meeting of the Central Committee or Business Committee (as appropriate). However, when it is not sufficiently timely for the information to be presented during the regular Central/Business Committee meeting, this information shall be provided to the select committee of the Central Committee or Business Committee (as appropriate) by way of telephone or video conference or, if both parties agree, a face-to face meeting.
- 4.5 In the event of exceptional circumstances or decisions which:
- (a) are Transnational;
 - (b) impact two or more GE Industrial Businesses; and
 - (c) which is a consultation issue under Article 4.3 above which affects to a considerable extent the interests of at least 1.5% of the total number of In-Scope Employees in aggregate within all the Industrial Businesses impacted by the proposal in question, in

particular in the event of the closure of establishments or undertakings, relocations or collective redundancies,

Central Management shall undertake a process of Information and Consultation with the Central Committee in accordance with the provisions set out at Articles 4.8 to 4.10 below. When assessing the impact of a proposal for the purposes of Article 4.5(c) above, Central Management shall take into account the total expected impact over the life of that project as anticipated at the time the proposal is made.

4.6 In the event of exceptional circumstances or decisions which:

- (a) are Transnational;
- (b) relate to employees in a single Industrial Business which has a Business Committee; and
- (c) which is a consultation issue under Article 4.3 above which affects the In-Scope Employees' interests to a considerable extent in particular in the event of the closure of establishments or undertakings, relocations or collective redundancies,

Central Management shall undertake a process of Information and Consultation with the relevant Business Committee in accordance with the provisions set out at clauses 4.8 to 4.10 below.

4.7 Where it is reasonably possible to do so, the proposal shall be added to the agenda of the next scheduled meeting of the Central Committee or Business Committee (as appropriate). However, when it is not sufficiently timely for the issue to be left for discussion during the regular Central Committee/Business Committee meeting, the Central Committee or BC Committee Chair (as defined at clause 5 below) shall convene an extraordinary meeting comprising:

- (a) in the case of the Central Committee, the Select Committee together with the BC Select Committee of each Industrial Business impacted by the proposal and employee representatives from countries directly impacted; and
- (b) in the case of a Business Committee, the relevant BC Select Committee and Business Committee employee representatives from countries directly concerned,

which shall be defined as a "**Consultation Sub-committee**". Such initial meeting shall take place by way of a face to face meeting or, if both parties agree, by telephone or video conference.

4.8 Central Management shall discuss the proposal with the Central Committee, Business Committee or Consultation Sub-Committee (as appropriate) with a view to agreeing whether or not the issue requires a Consultation process to be followed. In the case of an extraordinary meeting, the relevant Consultation Sub-Committee shall have full delegated authority on behalf of the Central Committee or the Business Committee (as appropriate) to carry out and complete all stages of the Information and Consultation process provided for under the EWC agreement, including the provision of its opinion, without the need for a full plenary meeting of the Central Committee or Business Committee. However, the Consultation Sub-Committee shall keep the members of the Central or Business Committee (as appropriate) updated on the consultation process.

4.9 All parties shall act reasonably and in good faith in an effort to agree on whether or not the proposal is one which requires Consultation (a "**Consultation Issue**"). In the event that agreement cannot be reached the matter shall be referred to the Central Committee Chair who shall make a determination on the issue. In the event that the relevant employee representatives do not agree with that determination the matter shall be settled in accordance with the dispute resolution procedure set out at Article 21.

4.10 Central Management and GE EWC employee representatives agree to act reasonably, cooperate and make every effort to efficiently conclude any Consultation process in a timely fashion and in accordance with the provisions set out below.

- (a) where a Consultation Issue arises, Central Management will first discuss with the Central Committee, Business Committee or Consultation Sub-Committee (as appropriate) (the "**Relevant Committee**") whether there is a need for an in-depth assessment before the proposal in question can be implemented. Where the employee representatives on the Relevant Committee consider that an in-depth assessment is required, this shall take place in accordance with the procedure set out in this Article 4.10;
- (b) in accordance with Article 14 of this Agreement, the Consultation Sub-Committee may be assisted by experts of their choice, provided always that such assistance is provided within, and does not in any way impact upon, the consultation timetable set out in this Article 4.10;
- (c) where an in-depth assessment is requested by the Relevant Committee, it shall not take longer than twenty 25 working days from receipt of all reasonably necessary relevant information to provide its opinion;
- (d) within 5 working days of receipt of the information provided by Central Management (whether this information was provided at a scheduled meeting, an extraordinary meeting or thereafter) the Relevant Committee may make a request for further information if they believe such information is reasonably required in order for them to form an opinion. Central Management shall provide a response to this request within 5 working days. In such case, the 25 working day maximum period in which the Relevant Committee may give its opinion will not commence until the requested information has been provided;
- (e) if there is a dispute between Central Management and the Relevant Committee over whether or not the additional information requested is reasonably necessary in order for Consultation to take place, this issue shall be referred to the Central Committee Chair who shall make a determination on the issue. In the event that the relevant employee representatives do not agree with that determination the matter shall be settled in accordance with the dispute resolution procedure set out at Article 21. In such circumstances, and subject always to the time limit set out at Article 4.10(g) below, the 25 working day maximum period in which the Relevant Committee must give its opinion shall commence on the later of (1) the date on which the Central Committee Chair issues their decision, and (2) if that decision is that further information should be provided, the date on which that information is received by the Relevant Committee;

- (f) once an in-depth assessment has been completed, the Relevant Committee shall provide Central Management with its opinion based on the information it has received;
 - (g) in all cases, but without removing the right of the Relevant Committee to pursue a legal action in the event that Central Management has failed to comply with its obligation to provide information in accordance with Article 3.1 above, any opinion of the Relevant Committee must be issued no later than 45 working days after the first meeting that takes place to discuss the proposal in question. At this point the consultation process shall be deemed complete whether or not such opinion has been issued, provided always that this 45 working day period may be extended by agreement between the parties at any time during the consultation process; and
 - (h) Central Management will provide a written response to any opinion received from the Relevant Committee within 5 working days.
- 4.11 For the purposes of clause 4.10 above, "working day" shall mean any day between Monday and Friday inclusive other than 1 January and 24, 25 and 26 December.
- 4.12 When a project is Transnational and concerns only one GE Industrial Business, the information and (where appropriate) consultation shall take place with the relevant Business Committee or its Consultation Sub-Committee (as appropriate). However, the Select Committee of the Central Committee will also be informed of any project concerning a single Industrial Business only.
- 4.13 Once the consultation is closed the Relevant Committee shall be entitled to monitor the implementation of the adopted measures through discussion with their respective Chair.

Article 5: COMPOSITION OF THE CENTRAL AND BUSINESS COMMITTEES

Composition of the Central Committee

5.1 National employee representatives on the Central Committee will be elected or appointed on a country by country basis in accordance with national legislation in line with the table set out below (the "Country Central Committee Representatives"):

Number or percentage of employees in country	Number of country employee representatives appointed to the Central Committee
0 to 1,999	0
2,000 to 6%	1

6% to 12%	2
12% to 15%	3
More than 15%	4

5.2 For the purposes of the table above, the percentages referred to are based on the total headcount of employees in the GE Industrial Businesses in each country, expressed as a percentage of the total number of employees in the GE Industrial Businesses across all the countries that are within the scope of this agreement.

5.3 In addition to the Country Central Committee Representatives, each Business Committee which represents a minimum of 5,000 employees will be entitled to appoint 2 further representatives to the Central Committee. When selecting these representatives, the Business Committee shall as far as possible respect the weight of national headcount numbers but ultimately these representatives shall be appointed by way of a vote of the majority of the members of the relevant Business Committee.

5.4 The maximum number of Central Committee employee representatives shall be 32. If this number would be exceeded by applying the above formula to the Relevant Headcount, the formula for calculating the Country Central Committee Representatives will be amended by agreement to ensure that the total number of Central Committee employee representatives does not exceed this maximum.

5.5 Central Management shall appoint a senior HR representative (the “**Central Committee Chair**”) who will participate in meetings and who will also be responsible for the day-to-day running of the Central Committee.

Composition of the Business Committees

5.6 A Business Committee shall immediately be established in respect of GE Aviation, GE Healthcare, GE Power and GE Renewable Energy.

5.7 At the written request of at least 100 employees with a tier one Industrial Business (or their representatives) in at least two undertakings or establishments in at least two different countries within the scope of this Agreement a new Business Committee shall be established in respect of that GE Industrial Business provided it has a minimum of both:

- (a) 3,500 in-scope Employees; and

(b) 250 employees in two or more countries within the scope of this Agreement.

5.8 Business Committee members will be appointed on a by-country basis in accordance with the formula set out below:

Number or percentage of Employees in Member State (businesses with less than 5,000 In-Scope Employees)	Number or percentage of Employees in Member State (businesses with between 5,000 and 19,999 In-Scope Employees)	Number or percentage of Employees in Member State (businesses with 20,000 or more In-Scope Employees)	Number of Employee Representatives
0 – 149	1 – 99	0-249	0
150 to 20%	100 to 15%	250 - 5%	1
20.1% to 40%	15.1% to 25%	5.1% - 15%	2
More than 40%	25.1% to 35%	15.1% - 25%	3
	35.1% - 45%	25.1% - 35%	4
	More than 45%	More than 35%	5

The percentage is understood as the percentage in each country of the total number of In Scope Employees in the relevant Industrial Business.

5.9 Once the number of Business Committee employee representatives per country has been established in accordance with the above formula, these positions shall in the first instance be filled by Country Central Committee Representatives and any of their substitutes who are employed in the relevant business and country.

5.10 In the event that there are an insufficient number of Country Central Committee Representatives and substitutes employed by the relevant Industrial Business and country to fill all available Business Committee positions, additional Business Committee employee representatives shall be appointed in accordance with national legislation and practice (understanding that the selection pool for such candidates shall be limited to individuals employed in the Industrial Business in question).

5.11 Central Management shall appoint a senior HR representative to each Business Committee who will participate in meetings and who will also be responsible for the day-to-day running of the Business Committee (the “**Business Committee Chair**”).

5.12 Composition of both Business and Central committees is shown in Annex C.

Article 6: SELECT COMMITTEES

6.1 The Central Committee employee representatives will elect a committee consisting of 5 EWC employee representatives (the “**Central Select Committee**”).

6.2 To ensure a diversity of national and business representation, each member of the Central Select Committee shall as far as reasonably possible be appointed from a different GE

Industrial Business, and with no more than 1 member coming from any one country. Appointment of the Select Committee members will be made at the first Central Committee meeting and going forward any replacement members will be appointed at the annual meetings. The Select Committee members will be appointed for a maximum 4 year term.

- 6.3 The Central Committee employee representatives will elect a spokesperson who is also a member of the Central Select Committee (“the **Central Committee Secretary**”).
- 6.4 Each Business Committee will elect a committee consisting of 3 Business Committee employee representatives (the “**BC Select Committee**”). However, for Business Committees of any tier one business which employees of 10,000 or more people in the countries covered by this Agreement, the number of Select Committee members can be increased up to a maximum of 5.
- 6.5 To ensure a diversity of national representation, each member of the BC Select Committee shall as far as reasonably possible be appointed from a different country. Appointment of the BC Select Committee members will be made at the first Business Committee meeting and going forward any replacement members will be appointed at the annual meetings. The Select Committee members will be appointed for a maximum 4 year term.
- 6.6 The Business Committee employee representatives will elect a spokesperson who is also a member of the BC Select Committee (“the **Business Committee Secretary**”).
- 6.7 The Central Select Committee, and separately each BC Select Committee, will meet with management twice a year or as otherwise agreed.
- 6.8 All meetings of the Select Committees shall be held in English, however interpretation facilities will be provided when required.
- 6.9 Where possible, Select Committee meetings will be arranged to take advantage of available technology and to minimize disruption to the working time of the members of the Select Committee, including the use of telephone and/or video conferencing.
- 6.10 The (i) Central Select Committee and Central Committee Chair, and (ii) each BC Select Committee and the relevant Business Committee Chair (as appropriate) will:
- (a) discuss the following:
- Dates, times and (where appropriate) venue of meetings;
 - The appropriate and effective means of communication;
 - The provision of training for the Business Committee members and their substitutes;
 - The Business Committee meeting agendas; and
 - Calling and arranging extraordinary meetings,
- (b) seek in good faith to agree the minutes of all meetings (in exceptional circumstances, where the parties are unable to agree the content of the minutes this shall be recorded in the minutes themselves which shall include each side’s version of any disputed wording).

- 6.11 Ultimately, save in respect of the minutes of meetings, where no agreement can be reached on one or more of the matters set out at clauses 6.10 above, the Central/Business Committee Chair (as appropriate) shall retain the right to make a final decision provided always that such right shall be exercised reasonably in all the circumstances

Article 7: ORDINARY MEETINGS

- 7.1 Each year there will be two ordinary meetings of each of the Business Committees and one ordinary meeting of the Central Committee.
- 7.2 The ordinary meetings will be held and organised following discussions between the Select Committees and the relevant Central/Business Committee Chair in accordance with Article 6.10 above.
- 7.3 The ordinary meetings of the Central and Business Committees will be scheduled to last for such time as necessary to complete the relevant agenda but would normally be anticipated to take place over a 3 day period, inclusive of the employee representatives' internal meetings but exclusive of travel time. These internal meetings will include a pre-meeting to discuss and, where appropriate assess, any information provided by Central Management to the employee representatives in advance of the meeting and also any post meeting discussions following the meeting between the employee representatives and Central Management.
- 7.4 The Central and Business Committee meetings will be conducted in English. The agenda and minutes will be produced in English. To ensure as far as possible that there is meaningful dialogue and a full exchange of views at the meetings, simultaneous interpretation facilities will be made available in all necessary languages.
- 7.5 An English language version of the final agenda for each ordinary meeting will be sent no later than 14 days prior to the meeting together with an English language version of any relevant supporting documents. Any translations produced in accordance with clause 7.6 below shall be provided no later than 5 days prior to the meeting. However, where the creation of such supporting documents is outside of the control of Central Management (for example because the documents are created by or dependent on contributions from employee representatives or their experts or advisers) the failure to provide such documentation (and/or translated versions of such documentation) prior to the meeting shall not be a valid reason to delay, postpone and/or cancel that meeting.
- 7.6 It is important that employee representatives understand the information provided by Central Management. With this in mind, in addition to the provision of simultaneous interpretation facilities provided for at Article 7.4, the relevant Chair and Select Committee (who shall first consult the members of their Central/Business Committee) shall in good faith, and giving due weight to practical challenges and cost implications, discuss and seek to agree a list of those languages into which it is essential that (1) the agenda, (2) minutes and (3) supporting materials, should be translated. Such agreement shall be kept under review and can be amended as required, for example to reflect the change in identify of employee representatives.

Article 8: EXTRAORDINARY MEETINGS

- 8.1 In addition to Ordinary meetings, in the event that Central Management makes a proposal that amounts to a Consultation Issue (as defined at Article 4.9 above) an extraordinary meeting may be called by the appropriate Central/Business Committee Chair in accordance with the procedure set out at Articles 4.8 to 4.10. The Select Committee of the Central Committee and/or a Business Committee may request an extraordinary meeting subject to the agreement of the Central/Business Committee Chair. If a dispute arises as to whether an extraordinary meeting is required, this shall be referred to the Central Committee Chair in the first instance and thereafter addressed in accordance with the dispute resolution provisions of Article 21 below.

Article 9: LINKING NATIONAL AND EUROPEAN LEVELS OF INFORMATION AND CONSULTATION PROCESSES

- 9.1 The information and consultation processes, at national and European levels, must be effectively coordinated with each other. Accordingly, in the case of a Consultation Issue, Central Management will trigger the information and consultation process at a European Level before or at the same time as at national/local level. These processes will then continue concurrently and independently of each other, in such a way that the prerogatives of the Central/Business Committees and national/local employee representative bodies are respected. National/ local information and consultation will follow the procedures set out in national law. European level information and consultation will follow the procedures set out in this Agreement. In the event that a national/local representative body expresses an opinion or otherwise concludes its process before the Central Committee or relevant Business Committee or Consultation Sub-Committee has concluded the information and consultation process prescribed in this Agreement, this opinion may be taken into consideration by the Central Committee/Business Committee/Consultation Sub-Committee (as appropriate). However, under no circumstances will any decision or project be implemented at a European, National or local level until the Central or relevant Business Committee or Consultation Sub-Committee has had an opportunity to provide its opinion and receive Central Management's response to that opinion in accordance with the process set out at Articles 4.8 to 4.10 of this Agreement.
- 9.2 For the avoidance of doubt, this EWC Agreement is not a substitute for and does not affect any local consultation processes with employee representatives as may take place under national law. Neither the Central Committee nor any of the Business Committees will receive or discuss information in relation to purely local/national issues.

Article 10: ADAPTATION

- 10.1 In the event of a significant change in structure of one or more Industrial Businesses in Europe, Central Management will inform the Central Committee and the Business Committees of any impacted Industrial Business about such changes and, where necessary, European level employee representation under this Agreement will be adjusted according to the principles set out below.
- 10.2 Newly acquired businesses with operations in any country within the scope of this Agreement where there is already a GE presence and which has representation on either the Central

Committee or a Business Committee shall be represented by the existing Central/Business Committee employee representative(s) until the completion of their term of office. If the number of employees in the acquired business increases the Relevant Headcount in any particular country or business so as to qualify for additional representatives under the terms of this Agreement on either the Central Committee or a Business Committee, this shall be confirmed at the ordinary meeting of the Central/Business Committee (as appropriate) following the production of the Headcount Report (as defined at Article 18 below) after the completion of such acquisition and additional representatives will then be elected/appointed and seated at the next meeting after their appointment. In the event of an acquisition or disposition which significantly changes the European footprint of GE as a whole (in the case of the Central Committee) or a tier one business (in the case of the Business Committee), by agreement between the relevant Chair and Select Committee a headcount report may be produced before the next scheduled Headcount Report in order to accelerate the timetable of any changes to the number and/or designation of the employee representatives.

- 10.3 For newly acquired businesses with operations in any country within the scope of this Agreement without a pre-existing GE presence and therefore having no employee representative on the Central Committee or one or more Business Committees, following the issue of the first Headcount Report after the completion of such acquisition, Central Management will arrange for the election/appointment of the appropriate number of representatives in accordance with the terms of this Agreement
- 10.4 Where an acquired business already has a EWC, Central Management will arrange a meeting with the Select Committee of both the Central Committee and the EWC of the newly acquired business in order to discuss how the GE EWC structure provided for in this Agreement may need to be adapted going forward to ensure that it continues to provide the most appropriate mechanism for achieving meaningful European level representation for employees. In the event of any disputes arising in this regard that cannot be resolved by the parties themselves, the matter will be dealt with in accordance with the procedure set out in Article 13 of the 2009 EWC Directive (2009/38/EC).
- 10.5 If, as a result of a change in the Relevant Headcount, a tier one business which has a Business Committee no longer qualifies for one in accordance with Article 5, such Business Committee shall be disbanded following the earlier of its next scheduled ordinary meeting or the next scheduled meeting of its Select Committee, provided always that it shall not be disbanded earlier than 3 months after the completion of any ongoing consultation process.
- 10.6 If, as a result of a change in headcount (as evidenced in a Headcount Report) in a particular country or Industrial Business, the formulae set out in Article 5 require an increase or a decrease to:
- (a) the overall number of employee representatives on either the Central Committee or a Business Committee; or
 - (b) the number of employee representatives from a particular country on either the Central Committee or a Business Committee,

any required increase/decrease shall be confirmed by Central Management at the earlier of the next scheduled ordinary meeting or the next scheduled meeting of the Select Committee of the Central Committee or relevant Business Committee (as

appropriate), following the issue of the Headcount Report in question and the parties shall take all reasonable steps to ensure that such increase/decrease has been implemented in advance of the next ordinary meeting following the meeting at which such confirmation was given.

Article 11: COMMUNICATIONS & REPORTING BACK AT LOCAL/NATIONAL LEVELS

- 11.1 The employee representatives have a duty to communicate to their constituents the outcomes and issues discussed at the Central Committee and Business Committees that could potentially affect the workforce, subject always to their duty of confidentiality as set out at Article 19 below.
- 11.2 As specified in this Agreement, the employee representatives will be afforded reasonable time (with full pay) to communicate with their constituents in working time and give them the opportunity to express their views and opinions. The aim of this is not only to provide for continuous improvement in the operation of the Central Committee and Business Committees, but also to allow for employees' views to be gathered so that those views can be properly represented to Central Management by the GE EWC employee representatives. The parties will discuss and agree how this can best be achieved with a view to using available technology and electronic communication systems to ensure maximum efficiency.
- 11.3 The Central Committee and Business Committees have the responsibility to communicate the issues discussed at their meetings and shall work with their respective Chairs to establish a means by which an appropriate communique can be issued to the In-Scope Employees following each plenary meeting of the Central Committee and/or Business Committees. Such communique shall at all times respect and comply with the confidentiality obligations set out at Article 19 below.

Article 12: TRAINING

- 12.1 The regular Central Committee and Business Committee members shall be entitled to training paid for by the Company regarding their role and responsibilities to enable them to effectively perform their duties (which could include but is not limited to training on English language, financial and economic matters and IT) of up to 10 days over each four year term of office (or such additional days as may be agreed). All training time, costs, content and training provided for these purposes must be agreed between the Chair and the Select Committee of the Central/relevant Business Committee. The costs associated with any such training will be borne by the Central Management of GE and/or the relevant Industrial Business. The travel and living expenses of employee representatives shall be borne by each relevant business unit/local management in accordance with GE's T & L policies. Central Management will ensure that relevant line managers are aware of and approve expenses and provide the means for employee representatives to claim reimbursement/charge expenses appropriately.
- 12.2 The training time referred to at Article 12.1 above shall be considered as working time.
- 12.3 Substitutes are entitled to attend the same training.

Article 13: MINUTES

13.1 Minutes of the Central and Business Committee meetings will be taken by Central Management. A draft copy of the minutes will be sent for approval to the relevant Select Committee in English and in two additional languages if so requested by the Select Committee. All parties shall use best endeavours to ensure that the minutes are approved in accordance with Article 6.10 above and disseminated in a timely fashion, where possible no later than 4 weeks after the relevant meeting. The final version of the minutes shall be translated into all required languages as agreed in accordance with Article 7.6 above.

Article 14: EXPERTS

14.1 The GE EWC employee representatives, as well as the various Select Committee representatives, shall be assisted by experts of their choice for the performance of their duties, responsibilities and rights as EWC employee representatives as set out in this Agreement.

14.2 The identity of any expert will be confirmed in writing by the Central Committee and/or Business Committees. Subject to the provisions of this clause 14, the Company will have no right of veto over the choice of trade union or independent experts.

14.3 The Company will pay the costs of one expert for the Central Committee and one expert for each Business Committee, including professional fees and disbursements. Prior to instructing any such expert, the relevant Committee Secretary will discuss with the relevant Chair the identity of the proposed expert, and agree the scope of instruction and costs anticipated by the expert. Such agreement shall not be unreasonably withheld.

14.4 Any potential expert will be under an obligation to sign an appropriate confidentiality agreement prior to their appointment.

Article 15: THE LEGAL STATUS AND PROTECTION OF EWC MEMBERS

15.1 All GE EWC employee representatives elected or appointed to this role must be employees employed by an entity within one of the GE Industrial Businesses (in the case of the Central Committee) or within the relevant Industrial Business (in the case of the Business Committees) in one of the countries that falls within the scope of this Agreement and meet any other requirements set out by the laws of the country which they represent

15.2 A substitute will be elected/appointed in respect of each employee representative on the Central Committee and each Business Committee in accordance with any applicable national law.

15.3 GE EWC employee representatives (and their respective substitutes) shall be elected or appointed in accordance with national legislation and practice. In the absence of any national law, GE EWC employee representatives will be selected in accordance with the process provided for the election/appointment of employee representatives under the subsidiary requirements of that country's national law implementing the EWC Directive.

- 15.4 GE EWC employee representatives and their substitutes shall be appointed for a term of 4 years but will be entitled to stand for re-appointment at the end of that term. However, if any individual ceases to be employed by a GE Industrial Business (and in the case of Business Committee members, ceases to be employed by the GE Industrial Business which they were appointed to represent) they shall automatically cease to be a GE EWC employee representative, a Business Committee employee representative, a Select Committee member and/or a substitute for any such position (as applicable) and appropriate arrangements shall be made to appoint a replacement as soon as reasonably practicable thereafter.
- 15.5 The Central Committee and the Business Committee members and their substitutes are recognised as the employee representatives of the GE Industrial Businesses' EU workforce in respect of all rights emanating from the EWC Directive (EU Council Directive 2009/38/EC).
- 15.6 GE EWC employee representatives and their substitutes in the exercise of their function under this Agreement are entitled to the same protection and guarantees provided for EWC members by the national legislation of their country of employment subject to the overriding protection that they shall suffer no advantage or disadvantage or discrimination through their membership of the Central Committee and/or Business Committees. Where no national legislation exists, and subject to clauses 15.7 and 15.8 below, the laws of the country in which Central Management's representative agent is based shall apply.
- 15.7 In the event that the Company intends to carry out a formal disciplinary process in respect of any GE EWC employee representative, the outcome of which could potentially include dismissal without notice, Central Management shall in advance of such process concluding, and for information purposes only, inform the Select Committee of the Central and/or Business Committee of which the employee representative is a member. Any information given by Central Management in this context shall be treated as strictly confidential.
- 15.8 Subject always to any applicable national laws and agreements, no employee representative (for the avoidance of doubt, including members of the Special Negotiating Body that were involved in negotiating this agreement but not including substitutes) shall be dismissed by reason of collective redundancy other than:
- (i) in the case of the closure of the site at which the employee representative is based;
 - (ii) if all employees carrying out the same role as the employee representative at the same location are also dismissed by reason of redundancy; and/or
 - (iii) if the employee representative volunteers to be considered for dismissal by reason of redundancy.

This restriction shall apply during the employee representative's term of office and for the period of one year following the date on which they cease to be an employee representative.

Article 16: ADMINISTRATION

- 16.1 The GE EWC employee representatives shall be provided with the means required to apply their rights arising from the EWC Directive to represent collectively the interests of the In-Scope Employees and also to carry out their duties and obligations laid down within this Agreement. In particular, they shall be given reasonable time off with pay to attend all Central Committee and Business Committee meetings (as appropriate), and to carry out other duties or responsibilities as employee representatives under this Agreement as may be reasonably required. The costs associated with any Central Committee and Business Committee related meetings will be borne by the Central Management of GE and/or the relevant Industrial Business. The travel and living expenses of employee representatives shall be borne by each relevant business unit/local management in accordance with Article 17 below. Central Management will ensure that relevant line managers are aware of, and approve expenses and provide the means for employee representatives to claim reimbursement/charge expenses appropriately in accordance with Article 17 below.

Article 17: FACILITIES

- 17.1 The GE EWC employee representatives will be provided with the material and financial support as required to fulfil their duties under this Agreement. This will include the provision of physical facilities and access to private work spaces, logistical support, office supplies, equipment (including notice boards, copying facilities and access to a PC/laptop and secure systems (telephone, intranet, email)). GE shall not attempt to capture and/or monitor any form of communication used by members of the EWC whilst carrying out their duties in accordance with this Agreement save to the extent that such capturing/monitoring is triggered automatically by the company's standard IT security software and/or other processes which are in place to protect the company's IT systems and the data they contain.
- 17.2 The GE EWC employee representatives shall each be provided with a corporate credit card to cover the cost of travel and living expenses incurred in relation to attending Central Committee, Business Committee and/or (where necessary) extraordinary meetings (i.e. hotel, transportation and flight-costs). These expenses shall be borne by each relevant business unit/local management in accordance with GE T & L expenses policies. Reimbursement of any other expenses shall require pre-approval of the Central Committee Chair or Business Committee Chair (as appropriate).
- 17.3 The GE EWC employee representatives are also entitled to reasonable time off with pay during working hours in order to undertake their duties under this Agreement. Where employee representatives are requested to assist with communication to relevant employees as part of their duties and responsibilities, GE will provide the employee representatives with the facilities and time (with pay) as reasonably required to do so. Meeting and travel time are considered as normal working time.

Article 18: HEADCOUNT CALCULATIONS

- 18.1 The headcount report appears at Annex B to this Agreement showing the actual headcount (as opposed to the FTE headcount) of all directly employed employees in each Industrial Business in each country that falls within the scope of the GE EWC as at 2 January 2018. This is the headcount data that shall be used for calculating the number and location of employee representatives in accordance with the formulae contained in Article 5 above. For this purpose, the headcount data relating to the employees of the Industrial Solutions business

shall be excluded on the basis that the sale of this business has already been provisionally agreed and it is anticipated this sale will be completed before the new EWC structure is operational. Thereafter, this headcount report will be updated every 2 years showing actual direct employee headcount of all In-Scope Employees (as defined at Article 3.5 above) as at 2 January (the "Headcount Report"), and it will be the headcount contained in this report (the "Relevant Headcount") that shall be used as the basis for all calculations required under this Agreement.

Article 19: CONFIDENTIAL INFORMATION

- 19.1 It is the aim of the GE EWC structure to operate in a spirit of openness where there is a free exchange of views. However, whilst respecting the rights of employees and their representatives to have access to information, it is also recognised that Central Management has a responsibility not to make public certain information regarding its businesses, customers and/or employees which may be confidential for commercial, legal or other reasons ("Confidential Information").
- 19.2 Central Management will share Confidential Information with GE EWC employee representatives where possible and, where such information is provided, the relevant Chair will highlight its confidential nature to the employee representatives so that it is not used or provided outside the Central Committee or Business Committee (as appropriate). The Chair will also explain the reasons why such information is considered to be Confidential Information. Where appropriate, Confidential Information may be provided via an electronic data room so that it can be viewed but not copied or circulated.
- 19.3 GE EWC employee representatives undertake not to use or disclose directly or indirectly any Confidential Information to any third party outside the Central Committee and/or Business Committee (as appropriate). These obligations are without prejudice to the right of any GE EWC employee representative to raise an integrity concern under GE applicable policies and procedures (for example, raise an ombudsman complaint under the GE policy, Integrity: the spirit and letter of our commitment) and in compliance with applicable legal requirements.
- 19.4 GE EWC employee representatives shall also be permitted to share Confidential Information with local employee representatives or experts who are themselves subject to confidentiality obligations provided that such Confidential Information is relevant to them. The Chair of the Central Committee or Business Committee (as the case may be) will notify GE EWC employee representatives in advance if they are provided with any Confidential Information that cannot be shared with local employee representatives and/or local experts. Central Management may ask the GE EWC employee representatives to retain Confidential Information for a specific period, indicated at the time the information is provided, if there is a need to properly cascade it down to internal stakeholders or align local communication prior to sharing it with local employee representatives and/or local experts.
- 19.5 The obligations of confidentiality set out in this Article 19 shall continue for as long as the information remains confidential, even after an employee representative's term of office has ended or his/her employment with GE has ceased, or an expert's appointment has ended. They shall only cease if the information comes into the public domain other than through a breach of confidentiality by the employee representative, (or expert), or if the Central

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Mis en forme : Non souligné, Couleur de police : Automatique

Committee or Business Committee Chair (as appropriate) expressly consents to disclosure in writing. Any breach of these obligations could result in GE EWC employee representatives being excluded from all further participation in the GE EWC or local employees' representatives being excluded from the body to which they belong. It could also be viewed as a serious offence and dealt with in accordance with national and/or local laws and disciplinary procedures in the employee representative's country of employment. Similarly, non-employees (for example experts) that breach their confidentiality obligations shall be excluded from all further meetings and shall be subject to appropriate sanctions in accordance with applicable law.

- 19.6 It is accepted that Central Management has no obligation to release highly Confidential Information. For these purposes, highly Confidential Information is price sensitive information, trade secret or other confidential information which is of such a nature that its release could seriously harm the image, or the economic, industrial or commercial interests, or the competitiveness of GE, or be prejudicial to it or to any of the undertakings that form part of GE or to any third party with whom GE does business. Management also reserves the right not to disclose any information the publication of which would infringe national or international regulatory obligations, including stock exchange rules, or other legal requirements or obligations. If requested, Central Management will provide an explanation as to why such information is classified as highly Confidential Information based on objective criteria.

Article 20: DURATION OF AGREEMENT

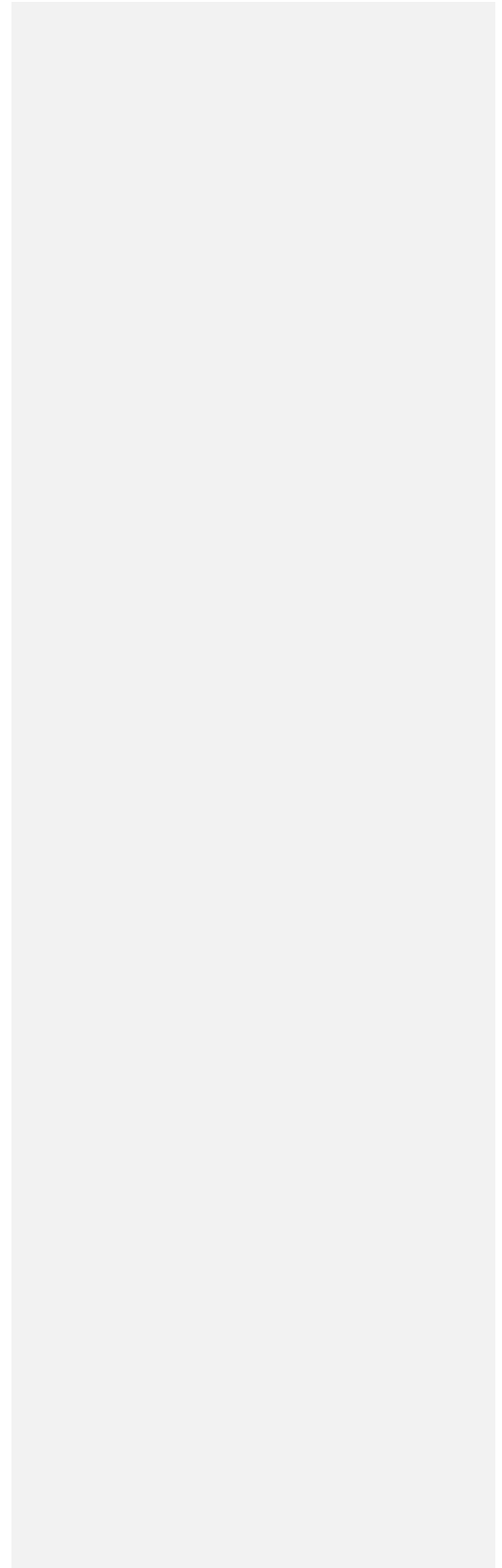
- 20.1 This Agreement shall commence on the date it is signed and shall continue for an initial period of 4 years.
- 20.2 Providing that notice to terminate is not given in accordance with Article 20.3 below, this Agreement shall automatically continue after the initial period. Unless notice to terminate is given beforehand, this Agreement shall be reviewed by Central Management and the Employee Representatives of the Central Committee 3 months prior to the expiry of the Initial Period and every 4 years thereafter, to consider whether any amendments to its terms are necessary.
- 20.3 Either party may terminate this Agreement by giving to the other 6 months' written notice to terminate, such notice may not be given to expire sooner than the expiry of the initial period. In the case of the employee representatives, notice may only be given if at least 50% plus 1 of the employee representatives within the EWC structure as a whole (including members of both the Central Committee and each of the Business Committees) vote in favour of doing so. For the avoidance of doubt, in such circumstances each employee representative will be entitled to one vote, regardless of whether they sit on the Central Committee, a Business Committee or both.
- 20.4 If notice to terminate is given and a new agreement cannot be reached during the notice period, the terms of this Agreement shall, subject to any continuing obligations of confidentiality, be dissolved and replaced by the subsidiary requirements as stipulated in the **TICE Regulations** (or, in the event the Central Management's designated representative is changed in accordance with Article 1.4 above, the subsidiary requirements as stipulated in the applicable legislation of the country in which any new designated representative is based).

Article 21: DISPUTE RESOLUTION

- 21.1 In the event that a dispute arises out of or in connection with the provisions and/or operation of this Agreement, the parties shall use reasonable endeavours to seek to resolve such dispute in good faith through constructive discussions. In the event that such dispute remains unresolved, a face to face meeting shall be held between Central Management and the Central Committee and/or Business Committee Select Committee before either party may seek to instigate any form of legal proceedings, whether such proceedings are before the Central Arbitration Committee or otherwise.
- 21.2 If such dispute remains unresolved following the face-to-face meeting described at Article 21.1 above, either party may then refer the matter to the appropriate tribunal or court with appropriate competence to consider the dispute under applicable UK legislation (or, in the event the Central Management's designated representative is changed in accordance with Article 1.4 above, the applicable legislation of the country in which any new designated representative is based) provided the majority of the Central Committee members or Business Committee members (as appropriate) have voted in favour of making such a referral.

ANNEX A – COUNTRIES WITHIN THE SCOPE OF THIS AGREEMENT

Austria
Belgium
Bulgaria
Croatia
Czech Republic
Denmark
Estonia
Finland
France
Germany
Greece
Hungary
Ireland
Italy
Latvia
Lithuania
Luxembourg
Malta
Netherlands
Norway
Poland
Portugal
Romania
Slovakia
Slovenia
Spain
Sweden
Switzerland
United Kingdom



	Power (excluding Industrial Solutions)	Baker Hughes GE		GE Healthcare	GE Additive		GE Renewable Energy	Current & GE Lighting	GE Global Operations	GE Digital	GE Corporate	GE Global Growth Organization	GE Transportation	Grand Total
		Legacy GE / Alstom	Legacy Baker Hughes		GE Additive	GE Aviation								
Austria	1,789	6	2	476			28		19	36	3	3		2,363
Belgium	172	16	5	145	11		7		11	6	4	2	2	388
Bulgaria	5		3	15										23
Croatia	691	1		2			7		20	7		1		726
Czech Republic	113			33		654	5	2	45	27	3	4	2	889
Denmark	29	13	53	76			556		2	3				733
Estonia	328			3			3		8	1				340
Finland	284	3	1	712			8	1	11	3	1	1		1,021
France	9,253	1,368	44	2,890	3	42	1,571	22	642	507	66	19	2	16,425
Germany	3,700	958	1,533	1,658	403	83	999	4	156	160	142	146	4	9,941
Greece	41			107			1		9	2			1	160
Hungary	1,734	348	1	456		300	18	4,476	2,117	325	39	6	2	9,829
Ireland	87	231	2	649	2	1	27	1	3	5	2	2		1,010
Italy	702	5,435	148	649	10	4,274	45	7	90	92	35	6	3	11,491
Latvia	7			2			1							10
Lithuania	2	61		2			3		1					69
Luxembourg			1			1					3	11		15
Malta		5												5
Netherlands	119	48	256	378		7	101		50	29	6	1	2	999
Norway	46	695	1,131	1,055		2	41	1	12	3	4	1		2,993
Poland	2,008	298	2	225		1,515	879	3	130	324	4	7	14	5,406
Portugal	288		7	65		1	14		11	7				393
Romania	482	316	21	58		109	29		23	6	1	2		1,048
Slovakia	10	101		4					1	38				153
Slovenia	5													5
Spain	572	56	18	520		4	2,174	3	62	51	19	3	3	3,488
Sweden	259	7	1	1,913	160		33	5	43	26	5	2		2,455
Switzerland	3,414	28	4	195			236	1	151	193	23	1		4,226
United Kingdom	3,678	3,630	1,612	1,904	10	4,836	133	69	370	413	128	14	21	16,817
Grand Total	29,818	13,624	4,845	14,192	599	11,831	6,919	4,595	3,987	2,264	488	232	56	93,451

ANNEX C – EMPLOYEE REPRESENTATIVES

	Central Committee	Aviation BC	Healthcare BC	Power BC	Renewables BC
Austria	1		1	2	
Belgium			1		
Bulgaria					
Croatia				1	
Czech Republic		1			
Denmark					1
Estonia				1	
Finland			1	1	
France	4		2	4	2
Germany	2		1	2	1
Greece			1		
Hungary	2	1	1	2	
Ireland			1		
Italy	3	4	1	1	
Latvia					
Lithuania					
Luxembourg					
Malta					
Netherlands			1		1
Norway	1		1		
Poland	1	1	1	2	1
Portugal				1	
Romania		1		1	
Slovakia					
Slovenia					
Spain	1		1	1	3
Sweden	1		1	1	
Switzerland	1		1	2	1
United Kingdom	4	4	1	2	1
TOTAL REPS	21*	12	17	24	11

*In addition to the country representatives on the Central Committee each Business Committee which represents a minimum of 5,000 employee shall be entitled to appoint a further 2 representatives on the Central Committee in accordance with Article 5.3.