

Tentative Agreement:

Update to the Market Based Wage Agreement

This fight is far from over.

September 20th, 2021

The Company was clear through every negotiation session that they would not make any agreement to reduce the 7-year progression. Your 201 Bargaining Committee did not and will not stop making this demand as we pick up and continue MBW negotiations. ***It is not over.*** We have agreed to give the Company time to review our proposals that includes a reduced progression, and that **bargaining will reconvene by June 2022 (within 8 months) if the membership ratifies this Tentative Agreement.**

The fact is, the Company had no intention of talking progression, so they were not ready to exchange progression proposals seriously. We wondered if the Company would put forward a ridiculous concessionary proposal, that gave them the shirts off our backs tied to years off the 7-year progression. They did not – the Company would not talk about years off no matter what. However, something eventually seemed to get through to them – that talking about years off was a huge opportunity for them – one they were wasting in these negotiations. If we ratify this Tentative Agreement, we expect the Company to spend the coming months creating proposals for the consideration of our Union that reduce the progression. And we know it won't be for nothing. We showed willingness to discuss “flexibility” that seemed to get the Company interested. By now the Company's negotiation team must know that we will reject ridiculous concessionary proposals, but that we are very serious about reducing the 7-year progression and bringing an opportunity to do that in front of the membership **before** the next regularly scheduled MBW modification negotiations in 2023. This Tentative Agreement, if ratified, **offers a chance to modify the Market Based Wage Agreement within the next 8 months.** This was the most significant result of these negotiations and creates an opportunity for positive change that was not there when we started. An opportunity we were told was impossible.

Our major proposals based on the MBW Membership Survey were (1. Elimination of MBW (2. Years Off the 7-Year Progression (3. Increase in start rates/ Front Loading (4. Changes to the Top of Market including the formulas and methodology used in setting the Top of Market and bargaining the effects of its implementation. We look forward to getting back to these discussions as soon as possible. A detailed bargaining report will be on the floor Wednesday September 22nd.

Once it was clear the Company would not budge on the 7-year progression, and the Union would not budge without a progression reduction both sides agreed to take most of the major proposals off the table and to get something done for this round of negotiations. The following Tentative Agreement is the result, subject to ratification of the membership. A special meeting and vote will be held September 29th at 12:30pm and 3:30pm on Zoom.

Tentative MBW Agreement

- 1. The Company or the Union may serve a 60-day notice of bargaining an addendum to the 2021 MBW Agreement at any time prior to June 30, 2022, if no notice is served, the agreement shall continue until its modification date (June 2023).**

The Union will serve that notice.

- 2. If an addendum MBW negotiation commences matters such as progression changes, top of market, classification consolidation, the expiration of the agreement and any other subject the parties mutually agree on shall be discussed.**

This language keeps the upcoming negotiations conversation focused on our most important bargaining priorities.

- 3. The Company will not refresh the Mercer data for the addendum negotiation. Information provided during the 2021 agreement shall be relied upon for the addendum MBW negotiation.**

Since the 2016 MBWA the Company has implemented the practice of refreshing the Mercer data used in setting top of Market every 2 years. This language simply means we will use the current data to continue our negotiations.

- 4. If negotiations for an addendum to the 2021 MBW Agreement begin, and settlement is not reached within 60 days of commencing such negotiations, the negotiation shall cease, and the 2021 agreement shall continue in full force and effect.**

We have two months to make an agreement in our next round of negotiations, unless both parties agree to extend negotiations like we did this past round.

- 5. Upon signing this MOU, the Union will withdraw all MBW related NLRB charges.**

The Union filed an Unfair Labor Practice charge with the National Labor Relations Board during these negotiations because the Company was not providing the information we requested and needed for negotiations. We withdrew this charge, as we got most of the information requested – and will file another if the Company ever refuses to provide the information we are entitled to bargain.

- 6. Upon ratification the Union shall withdraw grievances 36646, 36727, 36870, 36757.**

If the membership ratifies this agreement, the Union will withdraw 4 grievances. 36646 was a grievance on the MBW methodology, 36727 about fixing any situation where someone on MBW progression took an upgrade for less pay (see bullet 10 for more information) 36870 was a grievance related to our decreasing headcount since 2016 when MBW was sold as a growth agreement, and 36757 was a grievance filed when the Company was refusing to provide information requested by the Union.

7. **Technical assessments for the Machinist Production R/M22 shall be created in joint union and management meetings. Once the assessment is completed, employees must pass the technical assessment to be eligible for an upgrade into those positions.**

The Company wanted to add a technical assessment to the qualification requirements to upgrade to the R/M-22 Production Machinist classification. The Union has the right to make sure the assessment is fair.

8. **Effective no later than 30 days after ratification, the following changes to start rates and steps shall occur:**

HVAC Plumber Electrician RC Start Rate

	Start	1	2	3	4	5	6	7
B23 Plumber	37	\$37.535	\$38.069	\$38.604	\$39.138	\$39.673	\$40.207	\$40.742
B23 HVAC	37	\$37.535	\$38.069	\$38.604	\$39.138	\$39.673	\$40.207	\$40.742
B23 Electrician	37	\$37.535	\$38.069	\$38.604	\$39.138	\$39.673	\$40.207	\$40.742
M25 Repair Controls	38	\$38.678	\$39.356	\$40.034	\$40.711	\$41.389	\$42.067	\$42.745

The Company was having a hard time filling these licensed positions from the street with the current start rate being \$32. The average starting wage for these licensed crafts outside of GE is \$35 to \$42, so they were either having no applicants or having people quit the Company to make more money elsewhere. In order to receive and maintain the licenses in these crafts the employees had to do a minimum of 4 years apprenticeship and 4 years of schooling outside of GE as well as pass a state exam and to do National code review classes. With upcoming retirements and the state of the plant/machinery, we need to attract the licensed crafts to protect the plant and keep the Company from subcontracting more craft work out to outside vendors, and more production work out due to down machines.

9. **In cases where an employee upgrades to the same step in a higher rate and the upgrading process results in lower pay, the employment office and the Union will review for an adjustment to the next step in the progression that results in an increase in pay. The employee's next progression date shall be set so that their service will align with their step in the future.**

Those that upgraded for less pay will be entitled to any lost earnings they incurred as a result. If you are on MBW and upgraded to a higher rated job and received less pay file a grievance with your steward immediately. This issue was an unintended consequence of when we won a \$2 increase to the start rate of the M-19 classification in 2019. Upgrading for less pay was possible when upgrading starting in Aug 2019 if you upgraded from a M-19 to a M-20 while you were on the start rate, step 1, or step 2. It was also possible if you upgraded from a M-24 to a M-25 from any step. This was a hard-fought grievance based on the Company's violation of the National Contract. If you were affected, please file a grievance immediately. It is the Union and members responsibility to report the conflict to the Company, just like failure to release. The Company will manually place members on step 2 in the progression, on the members anniversary date, the system will automatically place the member on step 3, it is the Company's responsibility to manually place the member back to the correct step.

Pay Rate example: When looking at the Market Based Wage Grid, if a M19 Milling Machine in step 1 at 27.07 upgrades to a M20 Inspector Mechanical in step 1 at 26.79 which is a decrease in pay, the employee shall be placed on step 2 of the M20 Inspector Mechanical progression at the rate of \$28.59.

Progression Date example: Following the example above, if a M19 Milling Machine with a hire date of 1/1/20 in step 1 at 27.07 upgrades to a M20 Inspector in step 1 at 26.79 on 12/15/20, the union and management will meet and review an adjustment to step 2 at 28.59 and the next progression date shall be set for 1/1/22.

On the member's anniversary date, the system will automatically move the member to step 3, the Company is responsible for manually correcting the members progression to appropriately align with their service date. In this example the member will be on step 2 for more than 12 months, but would receive step 2 pay before their anniversary

If an upgrade results in less pay, the employee will be granted no more than 30 days after the Union is furnished the list of upgrades to alert the employment office and receive no more than 30 days retroactivity, if necessary. The Company will furnish the following information: Name, SSO, progression date, classification, step and pay for the job they are moving from and to.

The Company is obligated to furnish this specific information during our weekly employment meetings, this information will alert the Union of any instances that might result in upgrading for less pay, it is on the Union and members to report any instances that result in upgrading for less pay on the front end to the company. If the Company fails to report a member to the Union they will not be disqualified for retro pay. If the Company does furnish the information to the

Union, and neither the Union nor the member report the conflict to the Company within 30 days, the member will have their step adjusted but would be disqualified from receiving retro pay.

In a case where the Company fails to place an employee on a step in line with their progression date, as in the example above, this shall not be considered an overpayment and the Company will not seek an overpayment from the employee, however the employee's step shall be realigned to the step consistent with their progression date immediately upon discovery.

On the members' anniversary the system will automatically place them on the proceeding step. It is the Company's responsibility on the back end, to manually correct the members' progression. If the Company fails to correct the progression resulting in a member being 1 step ahead of their progression, the Company will not seek to reclaim overpayment. If the Company manually places the member on step 2, using the example above, on January 1, the Company has to manually place the member back to step 2 or their system automatically places them on step 3. If this goes uncorrected and in June, 6 months later, the Company catches the mistake and fixes it, they will not seek repayment.

- 10. In order to settle grievance 36837, employees adversely affected by upgrading for a decrease in pay from Aug 2019 to date of ratification may request to have their case reviewed within 60 days of ratification for adjustment. The Company agrees to pay these employees retroactive to their upgrade date.**

If you upgraded and received a decrease in pay file a grievance immediately. You have 60 days.

- 11. The Union and the Company shall have 30 days from the signing of this agreement to obtain ratification from the Union membership and approval from the GE executive team. If such ratification and approval is not obtained on or before 30 days after the signing of this agreement, no changes shall take place and the 2016 and 2019 MBW agreements shall remain in full force in effect until the next modification date of June 2023.**

The ratification vote is September 29th at 12:30pm and 3:30pm on Zoom. If this TA is not ratified there will be no changes to the MBW Agreement and no opportunity to continue bargaining by June 2022 and we will have to wait until June 2023 to bargain again.

Your 201 Bargaining Committee voted unanimously to recommend this agreement to the membership and asks you to vote “yes” to ratify the Market Based Wage 2021 Tentative Agreement. The fight is not over, vote yes to send us back to the table to fight for more improvements.

Official Notice:

**Special Union Meeting and Vote on TA
September 29th 12:30 and 3:30 on Zoom**

<https://us02web.zoom.us/j/89518150329>

or dial in: 1 929 205 6099

Meeting ID: 895 1815 0329

Please use the zoom platform if you are able, and only use your phone to dial in if you do not have another option.



In Solidarity,

Justin Richards, Business Agent

Adam Kaszynski, President

Tom O'Shea, Vice-President