

U.S. Department of Labor

Office of Federal Contract Compliance Programs
Hartford District Office
WM. R. Cotter Federal Building
135 High Street, Room: 219
Hartford, CT 06103



CONCILIATION AGREEMENT
Between
THE U. S. DEPARTMENT OF LABOR
OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS
and
GENERAL ELECTRIC COMPANY
33 – 41 FARNSWORTH STREET
BOSTON, MA 02210
OFCCP CASE NO. R00178118

PART I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs (“OFCCP”) evaluated the General Electric Company’s establishment formerly located at 3135 Easton Turnpike, Fairfield, CT 06828 (“General Electric”) beginning on December 28, 2012. As a result of this evaluation, OFCCP asserts that General Electric failed to comply with the Executive Order 11246, as amended (“E.O. 11246”), and its implementing regulations issued pursuant thereto at 41 C.F.R. Chapter 60. General Electric denies that it has failed to comply with the Executive Order and its implementing regulations, or that it has discriminated in any manner against any of its current and former employees on the basis of race, gender or any other protected classification.

OFCCP notified General Electric of the alleged initial violations and the corrective actions required in a Notice of Violations issued on September 30, 2016 (“NOV”). In the interest of resolving the alleged violations and in exchange for sufficient and valuable consideration described in this document, OFCCP and General Electric enter into this Conciliation Agreement (“Agreement”) and its attachments, and the parties agree to all the terms therein. The attachments to this Agreement are deemed incorporated into this Agreement.

PART II. GENERAL TERMS AND CONDITIONS

1. In exchange for General Electric’s fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246 based on the alleged violations described in the NOV and in Part III below and will not initiate a new audit of General Electric Company in its corporate headquarters location that has moved to Boston until at least two years after the notice of closure is issued. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if General Electric violates any provision of this Agreement. In addition, nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. General Electric agrees that OFCCP may review General Electric’s compliance with this Agreement. As part of such review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. General Electric will permit access to its premises during normal business hours for these purposes, within

fourteen (14) days of such a request being made by OFCCP. General Electric will also provide OFCCP with all hard copy or electronic reports requested by OFCCP, including those documents specified in this Agreement, no later than thirty (30) days after such a request is made, unless a shorter time for responding to such requests is specified elsewhere in this Agreement.

3. General Electric understands that nothing in this Agreement relieves General Electric of its obligation to fully comply with the requirements of E.O. 11246, Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 ("Section 503"), the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 ("VEVRAA"), their implementing regulations, and other applicable equal employment laws.
4. General Electric agrees that it will not retaliate against any potential or actual beneficiary of this Agreement or against any person who files a complaint, who has provided information or assistance, or who participates in any manner in any investigation or proceeding under E.O. 11246, Section 503, and/or VEVRAA, or engages in any activity listed at 41 C.F.R. § 60-1.32(a).
5. The parties understand the terms of this Agreement and enter into it voluntarily.
6. This Agreement, including its attachments, constitutes the entire Agreement and represents the complete and final understanding of the parties. This Agreement contains all of the terms binding on the parties and it supersedes all prior written or oral negotiations and agreements. Any modifications or amendments to this Agreement must be agreed upon in writing and signed by all parties.
7. If one or more provisions of this Agreement are deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
8. This Agreement becomes effective on the day it is signed by the Regional Director of the Northeast Region (the "Effective Date").
9. This Agreement will expire sixty (60) days after General Electric submits its final report, unless OFCCP notifies General Electric in writing prior to the expiration date that General Electric has failed to fulfill all of its obligations under this Agreement, in which case, this Agreement is automatically extended until the date that OFCCP determines that General Electric has met all of its obligations under this Agreement.
10. If General Electric violates this Agreement.
 - A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:
 - 1) OFCCP will send General Electric a written notice stating the alleged violations and summarizing any supporting evidence.
 - 2) General Electric will have thirty (30) days from receipt of the notice to respond in writing, except in those cases in which such a delay would result in irreparable injury to the employment rights of affected employees or applicants.

- 3) If General Electric is unable to demonstrate that it has not violated this Agreement to the OFCCP's satisfaction, or if OFCCP's notice alleges irreparable injury, enforcement proceedings may be initiated immediately without issuing a show cause notice or proceeding through any other requirement.
- B. General Electric may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. § 60-1.27 and/or other appropriate relief for violation of this Agreement.
11. This Agreement does not constitute an admission by General Electric of any violation of E.O. 11246, Section 503, VEVRAA, or other laws nor has there been an adjudicated finding that General Electric violated any laws.
 12. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
 13. The parties understand and agree that nothing in this Agreement is binding on other governmental departments or agencies other than the United States Department of Labor.
 14. All references to "days" in this Agreement are calendar days. If any deadline for an obligation scheduled to be performed under this Agreement falls on a week-end or Federal holiday, that deadline will be extended to the next business day.

PART III. SPECIFIC VIOLATIONS AND REMEDIES

1. COMPENSATION DISCRIMINATION

- A. OFCCP asserts that on September 30, 2012, General Electric paid a group of 25 Females employed in positions in the Business Solutions Job Family less, in base salary, than similarly-situated Males employed in the same positions, which is in violation of 41 C.F.R. § 60-1.4(a) (1).

OFCCP performed a regression analysis, based on information gathered during the compliance review, which shows that on September 30, 2012, General Electric has paid 25 Females employed in positions in the Business Solutions Job Family less per year than similarly situated Male employees. OFCCP's analysis demonstrates that a statistically significant disparity in compensation remained even when legitimate factors affecting pay were taken into account.

General Electric denies that it discriminated against Females employed in positions in the Business Solutions Job Family by paying them less than similarly-situated Males employed in the same positions.

B. NOTICE TO Affected Women

1. For purposes of this Agreement only, the affected women ("Affected Women") identified by OFCCP are 25 females in positions in the Business Solutions Job Family. These Affected Women are identified on Attachment A to this Agreement.

2. Within sixty (60) days of the Effective Date, General Electric will notify all Affected Women of the terms of this Agreement by mailing a first class, certified, return-receipt requested letter to each Affected Woman. The mailing must include the: Notice to Affected Women (Attachment B, "Notice"), Information Verification Form (Attachment C, "Verification Form"), a Release of Claims Under Executive Order 11246 Form (Attachment D, "Release"), and a postage paid, self-addressed return envelope. Each Affected Woman (or his/her legal representative in the event that he/she is deceased) shall be given thirty (30) days from the postmark date of the Notice to respond by returning the completed Verification Form and Release to General Electric. Any response postmarked by the thirtieth day following the postmark date of the Notice shall be considered to have been submitted within the 30-day period.
3. Within thirty (30) days of its receipt of the last completed Verification Form and Release submitted within the thirty (30)-day period, General Electric shall provide OFCCP with the following:
 - a. Via overnight mail and/or email, copies of all completed Verification Forms and Releases returned to General Electric within the thirty (30)-day period and the envelopes bearing a postmark date;
 - b. Via overnight mail and/or email, copies of any completed Verification Forms and Releases returned to General Electric after expiration of the thirty (30)-day period and the envelopes bearing a postmark date; and
 - c. Via overnight mail and/or email, a list of any Affected Women who did not respond at all to the Notice or whose Verification Forms and Releases were returned to General Electric as undeliverable, as well as evidence showing the documents were returned as undeliverable and the Affected Women's last known addresses and other last known contact information.
 - d. Via overnight mail and/or email, documentation of General Electric's efforts with regard to the Affected Women that did not return their Settlement Packets within thirty (30) days.
4. Upon receipt of the list of any Affected Women who did not respond at all to the Notice or whose Verification Form and Release was returned to General Electric as undeliverable, OFCCP shall attempt to verify the current addresses of the Affected Women identified on the list. Within thirty (30) days of its receipt of such list, OFCCP shall provide General Electric, via email, a list of those Affected Women identified on General Electric's list for whom OFCCP was able to verify current addresses.
5. Within thirty (30) days of receiving OFCCP's list, General Electric will mail to each Affected Woman for whom OFCCP was able to verify a current address, copies of the Notice, Verification Form and Release, postage prepaid, address correction requested ("Second Mailing"). Each such Affected Woman (or his/her legal representative in the event that he/she is deceased) shall be given thirty (30) days from the postmark date of the second Notice to respond by returning the completed Verification Form and Release

to General Electric. Any response postmarked by the thirtieth day following the postmark date of the Notice shall be considered to have been submitted within the 30-day period.

6. Upon receipt of the last completed Verification Form and Release submitted within the 30-day period in response to the Second Mailing, General Electric will compile a list of all Affected Women who have submitted completed Verification Forms and Releases in accordance with the instructions in the Notice and within the 30-day period in response to either the initial mailing or the Second Mailing. Said list shall constitute the "Final List." General Electric may choose to include on the Final List any Affected Woman who returned a completed Verification Form and Release after the 30-day period expired, but it is under no obligation to do so.
7. Within thirty (30) days of its receipt of the last completed Verification Form and Release submitted within the thirty (30)-day period in response to the Second Mailing, General Electric shall submit to OFCCP, via overnight mail and/or email, the Final List and copies of all completed Verification Forms and Releases not previously submitted to OFCCP.
8. If OFCCP believes any Affected Woman should be included on the Final List but is not, it shall notify General Electric in writing, via email, and identify such Affected Women within fifteen (15) days of its receipt of the Final List. In such written notification, OFCCP shall provide General Electric the reasons why it believes any Affected Woman should be included on the Final List. The parties will make every effort and negotiate in good faith to resolve any dispute between them about inclusion or exclusion of any Affected Woman on the Final List. Any Affected Women whom the parties agree will be added to the Final List pursuant to this paragraph will be added no later than thirty-five (35) days after OFCCP's receipt of the Final List.
9. The individuals on the Final List, including any amendments made to the Final List pursuant to Paragraph 8 above, shall be referred to as Eligible Affected Women and shall be entitled to a monetary recovery.
10. Affected Women who do not respond to the Notice at all shall not be entitled to any relief described herein. Affected Women who complete the Verification Form and Release but return them to General Electric after the thirty (30)-day period has expired shall not be entitled to any relief described herein unless General Electric chooses to include their names on the Final List pursuant to Part III, 1.B. 6 of this Agreement or if the parties agree to include their names on the Final List pursuant to Part III, 1. B. 8 of this Agreement.

C. SETTLEMENT FUND

1. In settlement of all OFCCP claims for back pay and interest, to the Affected Women for 2012, General Electric agrees to pay to the Eligible Affected Women the amount of \$284,881.87 in back pay and \$40,118.13 in interest, totaling \$325,000.
2. Within fifteen (15) days of OFCCP's receipt of the Final List of Eligible Affected Women, OFCCP will calculate the total amount owed each Affected Woman to include back pay, and interest on such back pay, and send such list to General Electric. The amounts owed

to each Affected Woman may differ depending upon their length of service with General Electric. Included on this list will be each Eligible Affected Woman's proportionate percentage of the Settlement that the Eligible Affected Women will receive pursuant to the Agreement ("Proportionate Percentage"). Within thirty (30) days of receiving the same, General Electric will take the following actions:

- a. Pay each Eligible Affected Woman who is employed by General Electric at the time the amounts determined by OFCCP in the manner in which the Eligible Affected Woman is normally paid his/her regular salary (e.g. direct deposit, check), subject to all lawful deductions as set forth in paragraph 4 below; and
 - b. Mail a check to all other Eligible Affected Women in the respective amounts subject to all lawful deductions as set forth in paragraph 4 below.
3. General Electric shall make all legal deductions required by law (e.g., federal, state, and/or local taxes and FICA) and shall pay to the Internal Revenue Service the employer's share of Social Security withholding attributable to the funds paid to each Eligible Affected Woman that is designated as back pay. At such time as General Electric provides its employees with Form W-2s, General Electric shall also mail a Form W-2 to each Eligible Affected Woman who is not employed by General Electric.
4. Within forty-five (45) days of making the payments as set forth in paragraphs 3 and 4 above, General Electric will provide OFCCP with:
- a. Payroll stubs or the equivalent verifying that it has paid Eligible Affected Women who are employed by General Electric, pursuant to paragraph C.3.a above;
 - b. Copies of all checks mailed to Eligible Affected Women pursuant to paragraph C.3.b. above.
5. Any check sent to an Eligible Class Member which remains uncashed 180 days after the date on which the check was initially mailed to the Eligible Affected Woman, shall be void. Further:
- a. Any amount of money remaining in the Settlement Fund due to any such uncashed or undeliverable checks ("Residual Amount") shall be shared among all Eligible Class Members for whom payment was deposited or who cashed checks sent to them pursuant to Part III, 1. C. 3. and/or 6. of this Agreement; provided, however, that such payments will only be required if the Residual Amount results in a payment to each Eligible Affected Woman of at least \$100.;
 - b. General Electric shall provide written verification of any Residual Amount that is in the Settlement Fund just prior to making the payments.
 - c. Payment of shares of any Residual Amount shall be made in the manner specified in paragraphs C.3 and C.4; and
 - d. Within forty-five (45) days of making the payments specified in Part III, 1. C. 7a above, General Electric will provide OFCCP with:

1. Payroll stubs or the equivalent verifying that it has paid Eligible Class Members who are employed by General Electric, pursuant to paragraph C.3.a above; and
2. Copies of all checks sent to Eligible Affected Women who were mailed checks pursuant to Part III, 1. C. 3.b. above .

D. SALARY ADJUSTMENTS

General Electric has reorganized its Business Solutions Job Family and those current employees still employed by General Electric were moved to different job families.

1. No later than 120 days of the Effective Date of this agreement, General Electric will conduct a compensation analysis of the base salary of the currently employed Affected Women, as compared to the base salary of Males similarly situated to those currently employed Affected Women on or before the Effective Date. General Electric's analysis will utilize, at a minimum, band, time in band, other time in company, job type, and/or any other factors deemed relevant. General Electric will provide OFCCP with confirmation that it conducted these analyses and remedied any statistically significant compensation disparities that cannot be explained by legitimate factors through salary adjustments.

2. No later than 120 days of the Effective Date of this agreement, General Electric will also evaluate the non-base cash compensation of the currently employed Affected Women as compared to Males similarly situated to those currently employed Affected Women, for purposes of determining whether non-base compensation is uniformly paid without regard to gender for those employees. General Electric's analysis will utilize, at a minimum, band, time in band, other time in company, job type, and/or any other factors deemed relevant. General Electric will provide OFCCP with confirmation that it conducted these analyses and remedied any statistically significant disparities that cannot be explained by legitimate factors through appropriated adjustments.

E. NON-MONETARY REMEDIES FOR AFFECTED CLASS

1. Equal Employment Opportunities. General Electric will ensure that the currently employed Affected women are afforded equal employment opportunities with respect to General Electric's policies and practices that affect compensation as follows:
 - a. Self-monitoring/Auditing. General Electric will monitor base salary for all positions in which Affected Women are employed as of the Effective Date for any indication of statistically significant disparities based on gender and will investigate and remedy any such inequity that cannot be explained by legitimate factors, through salary adjustments and/or adjustments to non-base pay, on an annual basis and ;
 - b. Complaint Investigation. General Electric expressly agrees to investigate any complaint or information it receives that may indicate compensation disparities.

2. FAILURE TO PERFORM AN IN-DEPTH ANALYSIS OF ITS TOTAL EMPLOYMENT PROCESS

- A. Violation: OFCCP asserts that General Electric violated 41 C.F.R. § 60-2.17(b) (3) by failing to perform an in-depth analysis of its total employment process to determine whether and where impediments to equal employment opportunity exist. Specifically, General Electric failed to identify, through in-depth analysis, whether there were any gender, ethnicity and/or race-based disparities in its compensation systems for positions.

General Electric denies that it has failed to perform an in-depth analysis of its total employment process or that it failed to identify, through in-depth analysis, whether there were any gender-based disparities in its compensation systems for positions in the Business Solutions Job Family.

- B. Remedy: General Electric will perform in-depth analyses to determine whether and where statistically significant gender-based disparities in compensation exist and take remedial steps to eliminate any such disparities .

PART IV. REPORTS REQUIRED.

1. General Electric will submit the documents and reports described below to:

District Director
U.S. Department of Labor, OFCCP
Hartford District Office
Wm. R. Cotter Federal Building
135 High Street, Room 219
Hartford, CT 06103

- A. General Electric will submit all documents confirming that it has taken the actions agreed to in this Agreement.
- B. General Electric will submit three progress reports. The first report will be due one hundred eighty (180) days from the Effective Date. Each subsequent report will be due on January 15 of the following year, utilizing compensation data from the start of the current AAP year, as described in Part III, 1.D., of this Agreement.
2. General Electric will provide documentation describing all adjustments to salary and/or non-base pay required by Part III, 1. D. of this Agreement. General Electric agrees to retain all records relevant to the violations cited in Part III above and the reports submitted or created in compliance with this Agreement. These records include underlying data and information such as Human Resources Information System (HRIS) and payroll data, job applications and personnel records, and any other records or data used to generate the required reports. General Electric will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

PART V. SIGNATURES

The person signing this Agreement on behalf of General Electric Company personally warrants that he or she is fully authorized to do so, that General Electric has entered into this Agreement voluntarily and with full knowledge of its effect, and that execution of this Agreement is fully binding on General Electric.

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and General Electric Company, 33-41 Farusworth Street, Boston, MA.

(b) (6), (b) (7)(C)

Raghu Krishnamoorthy
Senior Vice-President, Human Resources
General Electric Company

Date: 4/3/2018

(b) (6), (b) (7)(E)

Compliance Officer
Hartford District Office
OFCCP - Northeast Region

Date: 4/6/18

(b) (6), (b) (7)(C)

Tracy Mills
Assistant District Director
Hartford District Office
OFCCP - Northeast Region

Date: 4/9/18

(b) (6), (b) (7)(C)

Mary Ellen Bentivogli
District Director
Hartford & Buffalo Offices
OFCCP - Northeast Region

Date: 4-9-2018

(b) (6), (b) (7)(C)

Diana Sen
Regional Director
OFCCP - Northeast Region

Date: 4/10/18

ATTACHMENT "A"

LIST OF # Affected Women-

#	Employee ID	Name
1	(b) (6), (b) (7)(C)	
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ATTACHMENT "B"

NOTICE TO AFFECTED WOMEN

Dear [NAME]:

General Electric Company ("General Electric") and the U.S. Department of Labor's Office of Federal Contract Compliance Programs ("OFCCP") have entered into a Conciliation Agreement (the "Agreement") to remedy the alleged violations of Executive Order 11246 (E.O. 11246), that OFCCP asserts it found during a compliance review of General Electric's facility formerly located at 3135 Easton Turnpike, Fairfield, CT 06828. OFCCP's analysis showed that in 2012, 25 Females in the Business Solutions Job Family were paid, on average, less per year than similarly situated Males. General Electric denies any violation of E.O. 11246 and there has not been any adjudicated finding that General Electric violated any laws. OFCCP and General Electric entered into this Agreement to resolve the matter without resorting to further legal proceedings.

You have been identified as one of the individuals who worked in the Business Solutions Job Family in 2012. Under this Agreement, you may be eligible to receive a payment. Under the terms of this Agreement it may take up to six months from the date of this letter before you receive your payment. In order to be eligible for a payment, you must complete, sign, and timely return the enclosed Information Verification Form and Release of Claims Under Executive Order 11246 Form.

This form should be mailed as soon as possible and must be postmarked to the address below no later than thirty (30) days after the date this Notice was postmarked for you to be entitled to participate in this settlement:

Melissa Kelly
Executive Counsel, U.S. Labor and Employment COE Leader
General Electric Company
901 Main Avenue
Norwalk, CT 06851

You may use the enclosed postage-paid return envelope to return the completed and signed Information Verification Form and Release.

If you have any questions you may call Melissa Kelly at (b) (6), (b) (7)(C) or OFCCP Compliance Officer (b) (6), (b) (7) at (b) (6), (b) (7). Your call will be returned as soon as possible.
(E) (E)

If you fail to complete and return the enclosed document(s) to General Electric within thirty (30) days of the date the envelope containing this Notice was postmarked, you will forfeit any rights to participate in this settlement and will not be eligible to receive a payment.

Sincerely,

Melissa Kelly
Executive Counsel, U.S. Labor and Employment COE Leader

Enclosures: Information Verification Form
Release of Claims Under Executive Order 11246 Form
ATTACHMENT "C"

INFORMATION VERIFICATION FORM

You must complete this form in order to be eligible for the monetary payment under the terms of the Conciliation Agreement between General Electric Company and the U.S. Department of Labor's Office of Federal Contract Compliance Programs. Please write legibly, including your signature.

Printed Name: _____

Address: _____

Telephone Nos.:
Home: () _____
Cell: () _____
Work: () _____

Please notify General Electric at the address below if your address or phone number changes within the next twelve months.

Melissa Kelly
Executive Counsel, U.S. Labor and Employment COE Leader
General Electric Company
901 Main Avenue
Norwalk, CT 06851

If you fail to complete and return the enclosed documents to the address below within thirty (30) days of the date the envelope containing this Notice was postmarked, you will not be eligible to receive a payment.

I, (print name) _____, certify the above is true and correct.

Signature: _____

Date: _____

ATTACHMENT "D"

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246

This Release of Claims under Executive Order 11246 ("Release") is a legal document. This Release states that in return for General Electric Company ("General Electric") paying you money, you agree that you will not file any claim or lawsuit against General Electric for allegedly violating Executive Order 11246 or federal equal pay law relating to its compensation of women or minorities in the former Business Solutions Job Family. It also says that General Electric denies it violated Executive Order 11246. This Release says you had sufficient time to look at the Release; to talk with others about the Release, including an attorney if you choose; and that no one pressured you into signing the Release. Finally, the Release says that if you do not sign and return the document by a certain date, you will not be eligible to receive any money from the settlement between OFCCP and General Electric.

In consideration of the payment of at least \$13,000 (less deductions required by law) by General Electric to me, which I agree is acceptable, I (print name):
agree to the following:

I. I understand that the amount of at least \$13,000, set forth above, is the minimum gross amount of my portion of the monetary settlement between OFCCP and General Electric, and that the actual payment to me will be reduced, in part, to account for legally required payroll deductions such as income tax withholding and Social Security contributions. I understand that this payment, which reflects both back pay and interest, will be reflected on an Internal Revenue Service Form W-2 at the end of the calendar year in which the payment is made.

II. In exchange for the monetary amount set forth above, I hereby waive, release and forever discharge General Electric, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, directors, officers, employees, agents, successors, and assigns, of and from any and all actions, causes of action, damages, liabilities, and claims arising out of or actionable under Executive Order 11246, as amended, or federal pay law in 2012 which I or my representatives (heirs, executors, administrators, or assigns) have or may have which relate in any way to my compensation as an employee in the Business Solutions Job Family on the basis of my gender at any time prior to the date of my signature on this Release.

III. I declare that I have read this Release and that I have had a full opportunity to consider and understand its terms and to consult with my advisors and seek legal advice. I further declare that I have decided of my own free will to sign this Release.

I understand that if I do not sign and return this Release and the Information Verification form within thirty (30) days from the date the envelope containing this Release was postmarked, then I will not be eligible for any of the financial relief agreed upon by General Electric and OFCCP.

IN WITNESS WHEREOF, I have signed this document on this the _____ day of _____, 2018.

Signature: _____