

**Conciliation Agreement
Between the
U.S. Department of Labor
Office of Federal Contract Compliance Programs
and
General Electric Company (d/b/a G.E. Aviation)**

OFCCP Case No. R00301781

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the General Electric Company (d/b/a G.E. Aviation) establishment located at 210 Columbian Avenue, Rutland, VT 05701 (“G.E. Aviation-Rutland”), beginning on May 7, 2020. OFCCP found that G.E. Aviation - Rutland failed to comply with Executive Order 11246, as amended (E.O. 11246 or the Executive Order) and their respective implementing regulations at 41 Code of Federal Regulations (CFR) Chapter 60.

OFCCP notified G.E. Aviation-Rutland of the specific findings in a Pre-Determination Notice (PDN) issued on July 7, 2023. In the interest of resolving the alleged violations in the PDN without engaging in further legal proceedings and in exchange for sufficient and valuable consideration described in this document, OFCCP and G.E. Aviation-Rutland (collectively, the Parties) enter into this Early Resolution 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.

II. General Terms and Conditions

1. In exchange for G.E. Aviation-Rutland’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 violations alleged in the Predetermination Notice. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if G.E. Aviation-Rutland violates any provision of this Agreement, as set forth in Paragraph 11, below. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. OFCCP may review G.E. Aviation-Rutland’s compliance with this Agreement. As part of this review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. G.E. Aviation-Rutland will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all hard copy or electronic reports and documents it requests, including those specified in this Agreement.
3. Nothing in this Agreement relieves G.E. Aviation-Rutland 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), and/or the Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (VEVRAA), their implementing

regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.

4. G.E. Aviation-Rutland and OFCCP agree that any release of claims required by this Agreement will only pertain to claims under E.O. 11246.
5. G.E. Aviation-Rutland 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 proceeding in this matter.
6. The Parties understand the terms of this Agreement and enter into it voluntarily.
7. 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 the Parties and it supersedes all prior written and oral negotiations and agreements. Any modifications or amendments to this Agreement must be agreed upon in writing and signed by all Parties. If an administrative error is found, OFCCP will work in good faith with all Parties to make the corrections.
8. This Agreement becomes effective on the day it is signed by the Regional Director of the Northeast Region or their designee (the "Effective Date").
9. If one or more provisions of this Agreement is deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
10. This Agreement will expire sixty (60) days after G.E. Aviation-Rutland submits its final progress report required in Part VIII, below, unless OFCCP notifies G.E. Aviation-Rutland in writing before the expiration date that G.E. Aviation-Rutland has failed to fulfill all of its obligations under the Agreement. In this instance, the Agreement is automatically extended until the date that OFCCP determines that G.E. Aviation-Rutland has met all of its obligations under the Agreement.
11. If G.E. Aviation-Rutland violates this Agreement:
 - a. The procedures at 41 C.F.R. § 60-1.34 will govern:
 - i. OFCCP will send G.E. Aviation-Rutland a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. G.E. Aviation-Rutland shall have fifteen (15) days from receipt of the notice to respond, except in those cases in which such a delay would result in irreparable injury to the employment rights of affected employees or applicants.
 - iii. If G.E. Aviation-Rutland is unable to demonstrate that it has not violated the Agreement, or if OFCCP alleges irreparable injury, enforcement proceedings

may be initiated immediately without issuing a show cause notice or proceeding through any other requirement.

- iv. In the event of a breach of this Agreement by G.E. Aviation-Rutland, OFCCP may elect to proceed to a hearing on the entire case and seek full make-whole relief, and not be limited to the terms agreed to in the Agreement.
 - b. G.E. Aviation-Rutland 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 violating this Agreement.
12. G.E. Aviation-Rutland denies any violation of the Executive Order, Section 503 or VEVRAA. Additionally, there has not been an adjudication on the merits regarding any such violation.
 13. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
 14. The Parties understand and agree that nothing in this Agreement is binding on other governmental departments or agencies other than OFCCP.
 15. Each party shall bear its own fees and expenses with respect to this matter.
 16. This Agreement is limited to the facts of this case. Neither this Agreement, nor any part of the negotiations that occurred in connection with this Agreement, shall constitute admissible evidence with respect to any OFCCP policy, practice or position in any lawsuit, legal proceeding, administrative proceeding, compliance evaluation or audit, except for legal or administrative proceedings concerning the enforcement or interpretation of this specific Agreement.
 17. All references to “days” in this Agreement, and in the Timeline included as Attachment B, are calendar days. If any deadline for an obligation scheduled to be performed under this Agreement falls on a weekend or a Federal holiday, that deadline will be extended to the next business day.

III. Preliminary Findings

ALLEGED VIOLATION: OFCCP alleges that during the period August 1, 2018, through January 31, 2020, G.E. Aviation-Rutland discriminated against qualified female applicants for positions in Manufacturing Ops Associates in violation of E.O. 11246 Section 202 and its implementing regulations at 41 CFR § 60-1.4(a)(1). Specifically, OFCCP found statistically significant differences in the hiring rates of female applicants for the Manufacturing Ops Associate position when compared to male applicants during the August 1, 2018, through January 31, 2020, time period, resulting in a shortfall of fourteen (14) female hires.

IV. Financial Remedy

1. Settlement Fund

- a. **Settlement Fund Account.** Within forty-five (45) days after the Effective Date, G.E. Aviation-Rutland will deposit a total of \$443,000.00 in an FDIC-insured interest-bearing account maintained by G.E. Aviation-Rutland at the prevailing interest rate. By the deadline set forth in the Timeline, G.E. Aviation-Rutland will notify OFCCP when this action is complete and provide appropriate documentation, including the name and address of the FDIC-insured banking institution, the account number for the settlement fund, the date of deposit, the deposit amount, and bank records showing the deposit amount. By the dates set forth in the Timeline, G.E. Aviation-Rutland will provide OFCCP with copies of bank records showing the current balance of the account, list of transactions and the amount of accrued interest on the account.
- b. **Claims Administrator.** G.E. Aviation-Rutland may engage a Claims Administrator for the settlement fund. If a Claims Administrator is engaged by G.E. Aviation-Rutland, their duties may include, but are not limited to, establishing the Settlement Fund account, finding updated contact information for "Affected Individuals" in Attachment A, mailing notices, responding to inquiries from Affected Individuals, providing reports to G.E. Aviation-Rutland and OFCCP, and issuing payments from the settlement fund, as described below. All fees for services by the Claims Administrator will be paid for by G.E. Aviation-Rutland. No funds from the settlement fund will be used to cover Claims Administrator fees.
- c. **Specific Settlement Fund Amounts.** G.E. Aviation-Rutland agrees to pay \$361,958.00 in back pay and \$81,042.00 in interest, for a total settlement amount of \$443,000.00, to resolve the violations set forth above.

The settlement fund is a negotiated amount that represents estimated back pay and accrued interest. G.E. Aviation-Rutland's share of taxes on the portion representing back pay (such as Federal Income Contributions Act (FICA) and Federal Unemployment Tax Act (FUTA) or other federal, state and/or local taxes) is not part of the settlement fund. G.E. Aviation-Rutland will be responsible for any banking account fees.

2. Allocation

- a. **Total Amount to be Allocated.** The back pay and interest amounts of the Settlement Fund, plus any additional interest that accrues on these interest-bearing accounts, will be distributed among the Eligible Individuals (as defined below), and as explained in this section. Individual shares will include appropriate deductions for each individual's share of payroll deductions required by law on the portion representing back pay only, such as federal (FICA), state or local insurance premiums or taxes.
- b. **Affected Individuals Eligible to Receive Payments.** The Settlement Fund will be distributed to all Affected Individuals (identified in Attachment A) who timely respond to the Notice Process as explained below, and whose eligibility is verified (hereinafter,

Eligible Individual(s)). These individuals will be listed on the Final List of Eligible Individuals (Final List). The process of determining the Final List is explained below under Notice Process. OFCCP will determine the final amount for each Eligible Individual based on the formula or other terms provided in this Agreement. All Eligible Individuals are entitled to their share of the monetary settlement regardless of whether they are currently interested in employment with G.E. Aviation-Rutland.

- c. **Individual Payment Amounts.** Each Eligible Individual will receive an equal share of the Settlement Fund identified in Part IV.1 above.
- d. **Payments to Eligible Individuals.** OFCCP will provide G.E. Aviation-Rutland a list of the payment amount for each Eligible Individual on the Final List by the date set forth on the Timeline. G.E. Aviation-Rutland will issue checks or make electronic payments to each Eligible Individual in the stated amount, along with appropriate tax reporting forms (such as W-2 and Internal Revenue Service (IRS) Form 1099) by the date set forth on the Timeline. OFCCP will receive timely documentation of all payments made and any payments returned undelivered or any checks not cashed, as set forth on the Timeline. Reasonable efforts will be made to ensure that all Eligible Individuals listed on the Final List have an opportunity to claim their portion of the settlement. Where it is determined that an Eligible Individual did not receive a check or that a check was lost, OFCCP and G.E. Aviation-Rutland will work together to provide a replacement check before any funds are redistributed to other class members. Any check that remains uncashed 180 days after the initial date the check was mailed to the Eligible Individual will be void. With respect to any uncashed checks, G.E. Aviation-Rutland will deposit the monies within thirty (30) days after the check becomes void in the name of the Eligible Individual who did not cash their check with the appropriate State Agency in charge of unclaimed property of the last known address for the Eligible Individual, in accordance with any and all applicable laws and regulations. No portion of the settlement fund shall revert back, directly or indirectly, to G.E. Aviation-Rutland or any affiliate.
- e. **Tax Payments, Forms and Reporting.** G.E. Aviation-Rutland will pay its share of social security withholdings, and any other tax payments required by law from additional funds separate from the Settlement Fund. G.E. Aviation-Rutland shall mail to each Eligible Individual an IRS Form W-2 for that portion of the payment representing back pay and an IRS Form 1099 for that portion of the payment representing interest. These IRS forms will be provided to the Eligible Individuals either at the time of payment, electronically or with the settlement checks, or at the end of the year. No Eligible Individual will be required to complete a W-4 or W-9 in order to receive payments under this settlement.¹ Pursuant to the Tax Cuts and Jobs Act (TCJA), OFCCP will report to the IRS via a form 1098-F when an employer (or individual) is required to pay fines, penalties, restitution, remediation, or other costs in

¹ IRS guidance states that an employer can assume a single deduction in the absence of a W-4 form. See 26 CFR 31.3402(f)(2)-1(a).

excess of \$50,000 as a result of a violation of law or an investigation or inquiry into a violation of law.²

3. Notice Process

- a. **OFCCP and G.E. Aviation-Rutland Obligations under the Notice Process.** The Notice Process set forth in this Agreement is intended to provide Affected Individuals a meaningful opportunity to understand their rights and obligations and act on them in a timely manner. This includes providing notice in multiple relevant languages to the affected workers and through multiple channels if appropriate and providing technical assistance to Affected Individuals seeking information about their rights and obligations under this Agreement. As specified in the Timeline and as otherwise necessary to fulfill this Agreement, G.E. Aviation-Rutland and OFCCP will regularly meet and confer in person, by phone and/or by email on the notice process to determine how best to carry out the Notice provisions of this Agreement, and to decide whether any activity, deadline or document should be modified. OFCCP and G.E. Aviation-Rutland agree not to unreasonably withhold consent to reasonable modifications proposed by either party.
- b. **Notice Documents.** G.E. Aviation-Rutland will distribute Notice Documents to Affected Individuals identified in Attachment A consistent with the sample Notice Documents contained in Attachments C-1, C-2, and D. The Notice Documents include a Notice, Information Verification Form, and a Release of Claims. The Notice Documents will make clear the information about the settlement is being provided by or on behalf of the U.S. Department of Labor. As specified in the Timeline and as otherwise necessary to fulfill this Agreement, the Parties will meet and confer on any reasonable modifications of the sample Notice Documents or additions to the materials distributed by G.E. Aviation-Rutland, if proposed by either party.
- c. **Timeline.** Attachment B sets forth the agreed Timeline for Notice and for the Parties' other obligations under this Agreement. The Parties will meet and confer on any reasonable modifications to the Timeline proposed by either party.
- d. **Search for Affected Individuals.** OFCCP shall provide G.E. Aviation-Rutland with complete contact information in its possession or its authority to obtain on the Affected Individuals by the date set forth in the Timeline.
- e. **Distribution of Mail Notice to Affected Individuals.** G.E. Aviation-Rutland will provide initial notice by regular first-class mail. G.E. Aviation-Rutland will send copies of all of the Notice Documents as defined above, including a postage-paid return envelope, by first class mail to the address provided by each Affected Individual at the time of application (or to a different address if one is provided by OFCCP), by the date

² The IRS issued its implementing regulations in January 2021.
<https://www.federalregister.gov/documents/2021/01/19/2021-00741/denial-of-deduction-for-certain-fines-penalties-and-other-amounts-related-information-reporting>

set forth in the Timeline. If envelopes from the initial mail notice are returned with forwarding addresses, G.E. Aviation-Rutland will re-mail the Notice Documents within five (5) days of receipt of the forwarding address.

Based on the response to the initial mail notice, the Parties will meet and confer by the date set forth in the Timeline to assess the results of the initial mail notice and to ensure that the second round of mail notice maximizes the potential response rate. A second mail notice will be sent to Affected Individuals with valid addresses who fail to respond to the first mail notice unless the Parties agree otherwise.

- f. **Distribution of Notice by Other Means.** OFCCP may also conduct independent efforts to communicate with Affected Individuals about this Agreement through official U.S. Department of Labor channels and in partnership with community-based organizations.
- g. **Notice Deadline.** The final deadline for any Affected Individual to respond to the notice is set forth in the Timeline. The Parties will prominently display this deadline on all materials they distribute in paper or online form regarding this Agreement, and explain that failure to respond by this deadline will result in a forfeiture of any relief provided by this Agreement.
- h. **Technical Assistance.** The Parties will timely respond to any inquiries from Affected Individuals using information consistent with this Agreement and the Notice Documents and will document all inquiries and the result. OFCCP will provide contact information for individuals to contact OFCCP regarding this Agreement. The Parties will prominently display this contact information on all materials they distribute in paper or online form regarding this Agreement. G.E. Aviation-Rutland will provide OFCCP contact information to any Affected Individual with questions or concerns.
- i. **Exchange of Information Regarding Affected Individuals.** G.E. Aviation-Rutland and OFCCP will timely exchange information regarding Affected Individuals, including updated contact information and the results of any technical assistance provided.
- j. **Final List of Eligible Individuals.** The Final List will include all Affected Individuals who timely respond to the Notice and submit the Information Verification Form and release of Claims by the deadline set forth in the Timeline and whose eligibility is verified by OFCCP. The Parties will establish the Final List by the date set forth in the Timeline. The Parties will meet and confer on any outstanding issues or questions regarding the Final List. Either party may identify potentially eligible individuals who may have been erroneously excluded from the original or any subsequent list. OFCCP shall make the final determinations of eligibility but will make every effort to negotiate in good faith to resolve any dispute about the Final List. G.E. Aviation-Rutland will provide to OFCCP any information necessary to determine the Final List.

- k. **Documentation of Payments.** By the deadline set forth in the Timeline, G.E. Aviation-Rutland will provide OFCCP with copies of cancelled checks or electronic documentation of all payments to Eligible Individuals, including the amounts paid, the date payment was sent, the date payment was received, or the check cashed, and any uncashed or returned checks. In the event of a second distribution, the G.E. Aviation-Rutland will provide a similar documentation on the second distribution.
- l. **G.E. Aviation-Rutland's Expenses.** G.E. Aviation-Rutland will pay all expenses associated with carrying out its duties pursuant to this Agreement from funds separate and apart from the amount designated in this Agreement for the Settlement Fund.

V. Additional Individual Relief

1. Prohibition Against Discrimination

G.E. Aviation shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or status as a protected veteran.

2. Job Opportunities

- a. **Description of Job Opportunities.** As vacancies occur for Manufacturing Ops Associate positions (or successor positions)³ in Rutland, G.E. Aviation-Rutland shall make bona fide full-time job offers to Eligible Individuals who have expressed interest in employment and are not currently employed by G.E. Aviation-Rutland in Manufacturing Ops Associate positions ("Job Offer Eligible Individuals"), until fourteen (14) females are hired into Manufacturing Ops Associate positions for the Rutland, VT establishment, or the list of Job Offer Eligible Individuals is exhausted, whichever comes first. Until that time, these Job Offer Eligible Individuals will have priority over all other candidates for hire into Manufacturing Ops Associate positions. As vacancies occur in Manufacturing Ops Associate positions, G.E. Aviation-Rutland shall contact the Job Offer Eligible Individuals with a written conditional job offer in the order in which they submitted their Information Verification Form, Release of Claims Form, or, if the Forms were received on the same day, in the order of their original application date. Offers of employment to the Job Offer Eligible Individuals shall be conditional and will require the individual to possess the minimum qualifications and satisfy any other conditions of employment as Manufacturing Ops Associate applicants outside of this agreement. Within thirty (30) days of the Effective Date of this Agreement, G.E. Aviation-Rutland will provide OFCCP in writing the applicable minimum qualifications. If a Job Offer Eligible Individual rejects the job offer, G.E. Aviation-Rutland may withdraw the job offer and shall be under no obligation to hire the individual or make any further job offers to the individual pursuant to the Agreement.

³ If G.E. Aviation changes the name of the Manufacturing Ops Associate position during the course of this Agreement, they are still obligated to fulfill this Agreement's requirements regardless of position name change.

The report-to-work date for Job Offer Eligible Individuals hired pursuant to this Agreement shall be no later than fourteen (14) days after the date that the conditional offer of employment is accepted and the conditions satisfied, unless G.E. Aviation-Rutland has good cause to delay the start date. The Job Offer Eligible Individual must report to work on the day designated or provide G.E. Aviation-Rutland notice of good cause for their absence on or before that date. If good cause is provided, the Job Offer Eligible Individual must report to work on the next scheduled start date. Otherwise, G.E. Aviation-Rutland may withdraw the job offer and shall be under no obligation to hire the Job Offer Eligible Individual under this Agreement but remains obligated to hire Job Offer Eligible Individuals until fourteen (14) Manufacturing Ops Associate positions for the Rutland, VT establishment are filled, or the list of Job Offer Eligible Individuals is exhausted, whichever comes first.

G.E. Aviation-Rutland agrees to pay Job Offer Eligible Individuals hired under this provision at least the current entry level wage based on the applicants' qualifications for the Manufacturing Ops Associate positions and provide all regular and on-the-job training currently provided to employees in that position. Retroactive seniority will be given dating back to the date each Job Offer Eligible Individual originally applied for employment.

- b. **Reporting.** G.E. Aviation-Rutland will document the job offers and hires, including job offers made, reasons for rejection, and Job Offer Eligible Individuals hired and terminated during the monitoring period as set forth in Part VIII, OFCCP Monitoring Period, below.

VI. Modifications to Employment Practices and Other Non-Monetary Relief

1. **Selection Procedures.** G.E. Aviation-Rutland agrees to cease and desist in the use the Select Assessment for Manufacturing (SAM) test. Additionally, G.E. Aviation-Rutland agrees to examine, monitor and modify its selection procedures as necessary to ensure that the selection criteria are applied uniformly and the hiring decisions for the positions are made in non-discriminatory manner, and to ensure that all stages of its revised selection procedures are in compliance with 41 CFR § 60-3, the Uniform Guidelines on Employee Selection Procedures (UGESP).
2. **Adverse Impact Analyses.** G.E. Aviation-Rutland will conduct adverse impact analyses for applicants, hires, and promotions to Manufacturing Ops Associate positions at the Rutland, VT establishment on an annual basis for the duration of this Agreement and consistent with the requirements of 41 C.F.R. §§ 60-3.4 and 3.15. In conducting these analyses of future selection results, G.E. Aviation-Rutland will not include hires made pursuant to this Agreement.
3. **Investigating Causes for Disparities.** Where G.E. Aviation-Rutland identifies adverse impact in the overall selection process for females, it will investigate the potential cause(s) of the disparities. This will include analyzing each phase of the selection process and each applicable employment screen or test for adverse impact. If adverse impact is found to exist

in any of the individual components of the selection process, G.E. Aviation-Rutland will validate each such component in accordance with the Uniform Guidelines on Employee Selection Procedures or utilize selection procedures that do not result in adverse impact.

4. **Reporting.** As part of its monitoring reports under this Agreement, G.E. Aviation-Rutland will provide copies of the adverse impact analyses conducted pursuant to this Agreement, the underlying data used for the analyses, and copies of all subsequent investigation and analyses conducted pursuant to this Agreement. G.E. Aviation-Rutland will also provide evidence of any actions taken to remedy disparities.

5. **Training**

- a. **Content.** Within 12 months of the Effective Date of this Agreement, G.E. Aviation-Rutland shall provide initial training, and design a system of ongoing training, for managers, Assessors and all individuals involved in any way in recruiting, selecting, or tracking expressions of interest for Manufacturing Ops Associate positions. The training shall focus on equal opportunity in hiring.
- b. **Creation of Materials.** The training shall be created and conducted by individuals with an expertise in equal employment opportunity.
- c. **Reporting.** G.E. Aviation-Rutland shall provide the names and titles of all individuals responsible for creating training materials and conducting trainings, training agendas, and attendance records as part of the Reporting provisions of this Agreement.

VII. **Preliminary Technical Findings and Remedies**

1. **VIOLATION:** OFCCP alleges that, during the period August 1, 2018, through January 31, 2020, G.E. Aviation failed to perform in-depth analyses of its total employment process to determine whether and where impediments to equal employment opportunity exists, as required by 41 CFR § 60-2.17(b). Specifically, OFCCP alleges G.E. Aviation failed to evaluate their personnel activity (applicant flow and hires) to determine whether there are selection disparities applicable to the Manufacturing Ops Associate positions to determine whether there were gender based disparities.

REMEDY: G.E. Aviation will continue to perform in-depth analyses of its total employment process to determine whether and where impediments to equal employment opportunity exists, as required by 41 CFR § 60-2.17(b). Specifically, G.E. Aviation will continue to evaluate its applicant and hiring practices at all levels and phases of the selection process to determine whether and where impediments to equal opportunity exist, including analyzing all impediments that result in gender-based and race-based disparities.

2. **VIOLATION:** OFCCP alleges that, during the period August 1, 2018, through January 31, 2020, G.E. Aviation failed to develop and implement an internal audit and reporting system that periodically measures the effectiveness of its total affirmative action program, as required by 41 CFR § 60-2.17(d). Specifically, OFCCP alleges that G.E. Aviation failed to evaluate and implement the auditing system that measures the effectiveness of its total

affirmative action program.

REMEDY: G.E. Aviation will continue to maintain its internal audit and reporting system that periodically measures the effectiveness of its total affirmative action program, as required by 41 CFR § 60-2.17(d). Specifically, G.E. Aviation's internal audit and reporting system will include the following:

- a. Monitor records of all personnel activity, including referrals, placements, transfers, promotions, terminations, and compensation, at all levels to ensure the nondiscriminatory policy is carried out.
- b. Require internal reporting on a scheduled basis as to the degree to which equal employment opportunity and organizational objectives are attained.
- c. Review report results with all levels of management.
- d. Advise top management of program effectiveness and submit recommendations to improve unsatisfactory performance.

VIII. OFCCP Monitoring Period

G.E. Aviation-Rutland will submit documentation of monetary payments along with any report required by this Agreement, to:

U.S. Department of Labor, OFCCP
Attn: Tracey Mills, District Director
Hartford District Office
135 High Street, Room 219
Hartford, CT 06103
E-mail: (b) (6), (b) (7)(C)@dol.gov

G.E. Aviation-Rutland and OFCCP have a common interest in the information being provided in the reports pursuant to this Agreement. To the extent the reports G.E. Aviation-Rutland provides in accordance with this Agreement are customarily kept private or closely held, and G.E. Aviation-Rutland believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, G.E. Aviation-Rutland will provide such report to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will treat any such documents received as confidential documents to the extent possible under the law.

1. **Recordkeeping.** G.E. Aviation-Rutland agrees to retain all records relevant to the violations cited in Part III and Part VII above and the reports submitted in compliance with the paragraphs below. 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.

G.E. Aviation-Rutland will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

2. **G.E. Aviation-Rutland Progress Reports.** G.E. Aviation-Rutland will submit two (2) progress reports (Progress Reports), as follows:

Progress Report 1: Due March 1, 2025, and covering the period January 1, 2024, to December 31, 2024.

Progress Report 2: Due March 1, 2026, and covering the period January 1, 2025, to December 31, 2025.

3. **Records of Adverse Impact Analyses and Remedies.** G.E. Aviation-Rutland will submit the following in each Progress Report for the Manufacturing Ops Associate position:
 - a. Copies of the adverse impact analyses conducted pursuant to Part VI, paragraph 2, of this Agreement.
 - b. Underlying data used for the hire adverse impact analyses, including a log of all applicants, their gender, the job(s) to which they applied, requisition number (if applicable), date of application, any final and intermediate dispositions, job offered (if applicable), job hired into (if applicable), start date (if applicable), starting pay (if applicable), reason for non-selection (if applicable), applicant's reason for rejection of offer (if applicable and known), and recruitment source.
 - c. Copies of all subsequent investigations and analyses conducted pursuant to Part VI, paragraph 3, of this Agreement.
4. **Reports on Eligible Individual Job Offers.** In each Progress Report, G.E. Aviation-Rutland will report on all job offers and hires made pursuant to Part V of the Agreement until all the job opportunities for the establishment are filled or the list of Job Offer Eligible Individuals expressing interest in the positions is exhausted. This includes:
 - a. Documentation of all job offers made to Job Offer Eligible Individuals, including the names of individuals offered jobs, the date of the offer, the date the offer was accepted or rejected, and the starting pay.
 - b. Documentation of Job Offer Eligible Individuals who expressed interest in job offers who did not successfully complete the application process, including the names of these individuals, the date of their application, if any, and the reason G.E. Aviation-Rutland determined they did not successfully complete the application process. This includes individuals who did not receive job offers because all available positions were filled.
 - c. Documentation of Job Offer Eligible Individuals who were hired and terminated during the life of this Agreement and the reason for the termination.

- d. Documentation of the number of available positions remaining to be filled and the number of Job Offer Eligible Individuals still on the list.
 - e. Documentation of the start dates for Job Offer Eligible Individuals who were hired.
 - f. If G.E. Aviation-Rutland has not filled all the positions specified in this Agreement by the Progress Report date or contacted all Job Offer Eligible Individuals interested in the hiring relief, documentation of the reason this action is not complete and the good faith efforts being taken and planned for the next reporting period to complete it.
 - g. If G.E. Aviation-Rutland fails to meet its hiring obligations under this Agreement by the close of the Monitoring Period or fails to exhaust the list of interested Job Offer Eligible Individuals, OFCCP reserves its rights under Part II, Paragraph 10 and 11 of this Agreement to extend the monitoring period or to pursue enforcement remedies.
5. **Training Records.** In each Progress Report, G.E. Aviation-Rutland will report for all trainings conducted pursuant to Part VI, paragraph 6, of this Agreement the following:
- a. The names and titles of all individuals responsible for creating training materials and conducting trainings.
 - b. Copies of all training agendas.
 - c. Attendance records denoting the dates of the trainings, the attendees, the job titles of the attendees.
6. **Close of Monitoring Period and Termination of Agreement.** This Agreement shall remain in effect until the monitoring period is completed. The monitoring period will close once OFCCP accepts G.E. Aviation-Rutland's final progress report as set forth in Part II, Paragraph 10 above. If OFCCP fails to notify G.E. Aviation-Rutland in writing within sixty (60) days of the date of the final progress report that G.E. Aviation-Rutland has not fulfilled all of its obligations under the Agreement, OFCCP will be deemed to have accepted the final report and the Monitoring Period and this Agreement will terminate. If OFCCP notifies G.E. Aviation-Rutland within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines G.E. Aviation-Rutland has met all of its obligations under the Agreement.

IX. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and G.E. Aviation-Rutland.

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

Executive - Plant Management
General Electric Company

DATE: 2/2/2024

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

Samuel Maiden
Acting Regional Director
Northeast Region

DATE: 02/07/2024

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

Tracey Mills
District Director
Hartford & Buffalo District Offices

DATE: 2/7/2024

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

Eric Garcia
Assistant District Director
Hartford District Office

DATE: 2/7/2024

Attachments:

- A. List of Affected Individuals
- B. Timeline
- C-1. Notice Documents
- C-2. Information Verification Form
- D. Release of Claims Form

**ATTACHMENT A
LIST OF AFFECTED INDIVIDUALS**

#	First Name	Last Name	Reference ID	#	First Name	Last Name	Reference ID
1.	(b) (6), (b) (7)(C)			79.	(b) (6), (b) (7)(C)		
2.	(b) (6), (b) (7)(C)			80.	(b) (6), (b) (7)(C)		
3.	(b) (6), (b) (7)(C)			81.	(b) (6), (b) (7)(C)		
4.	(b) (6), (b) (7)(C)			82.	(b) (6), (b) (7)(C)		
5.	(b) (6), (b) (7)(C)			83.	(b) (6), (b) (7)(C)		
6.	(b) (6), (b) (7)(C)			84.	(b) (6), (b) (7)(C)		
7.	(b) (6), (b) (7)(C)			85.	(b) (6), (b) (7)(C)		
8.	(b) (6), (b) (7)(C)			86.	(b) (6), (b) (7)(C)		
9.	(b) (6), (b) (7)(C)			87.	(b) (6), (b) (7)(C)		
10.	(b) (6), (b) (7)(C)			88.	(b) (6), (b) (7)(C)		
11.	(b) (6), (b) (7)(C)			89.	(b) (6), (b) (7)(C)		
12.	(b) (6), (b) (7)(C)			90.	(b) (6), (b) (7)(C)		
13.	(b) (6), (b) (7)(C)			91.	(b) (6), (b) (7)(C)		
14.	(b) (6), (b) (7)(C)			92.	(b) (6), (b) (7)(C)		
15.	(b) (6), (b) (7)(C)			93.	(b) (6), (b) (7)(C)		
16.	(b) (6), (b) (7)(C)			94.	(b) (6), (b) (7)(C)		
17.	(b) (6), (b) (7)(C)			95.	(b) (6), (b) (7)(C)		
18.	(b) (6), (b) (7)(C)			96.	(b) (6), (b) (7)(C)		
19.	(b) (6), (b) (7)(C)			97.	(b) (6), (b) (7)(C)		
20.	(b) (6), (b) (7)(C)			98.	(b) (6), (b) (7)(C)		
21.	(b) (6), (b) (7)(C)			99.	(b) (6), (b) (7)(C)		
22.	(b) (6), (b) (7)(C)			100.	(b) (6), (b) (7)(C)		
23.	(b) (6), (b) (7)(C)			101.	(b) (6), (b) (7)(C)		
24.	(b) (6), (b) (7)(C)			102.	(b) (6), (b) (7)(C)		
25.	(b) (6), (b) (7)(C)			103.	(b) (6), (b) (7)(C)		
26.	(b) (6), (b) (7)(C)			104.	(b) (6), (b) (7)(C)		
27.	(b) (6), (b) (7)(C)			105.	(b) (6), (b) (7)(C)		
28.	(b) (6), (b) (7)(C)			106.	(b) (6), (b) (7)(C)		
29.	(b) (6), (b) (7)(C)			107.	(b) (6), (b) (7)(C)		
30.	(b) (6), (b) (7)(C)			108.	(b) (6), (b) (7)(C)		
31.	(b) (6), (b) (7)(C)			109.	(b) (6), (b) (7)(C)		
32.	(b) (6), (b) (7)(C)			110.	(b) (6), (b) (7)(C)		
33.	(b) (6), (b) (7)(C)			111.	(b) (6), (b) (7)(C)		
34.	(b) (6), (b) (7)(C)			112.	(b) (6), (b) (7)(C)		
35.	(b) (6), (b) (7)(C)			113.	(b) (6), (b) (7)(C)		
36.	(b) (6), (b) (7)(C)			114.	(b) (6), (b) (7)(C)		

37.	(b) (6), (b) (7)(C)	115.	(b) (6), (b) (7)(C)
38.	(b) (6), (b) (7)(C)	116.	(b) (6), (b) (7)(C)
39.			
40.			
41.			
42.			
43.			
44.			
45.			
46.			
47.			
48.			
49.			
50.			
51.			
52.			
53.			
54.			
55.			
56.			
57.			
58.			
59.			
60.			
61.			
62.			
63.			
64.			
65.			
66.			
67.			
68.			
69.			
70.			
71.			
72.			
73.			
74.			
75.			
76.			
77.			
78.			

**ATTACHMENT B
TIMELINE**

	Activity	Number of Days from Effective Date
1.	G.E. Aviation-Rutland notifies OFCCP that it has deposited settlement fund in an FDIC-insured interest-bearing account, including the name and address of the FDIC-insured banking institution, the account number for the settlement fund, the date of deposit, the deposit amount, and bank records showing the deposit amount.	30 (Date: TBD)
2.	G.E. Aviation-Rutland sends copies of all the Notice Documents, including a postage-paid return envelope, by first class mail to the best available mailing address for each Affected Individual.	45(Date: TBD)
3.	Postmark Deadline for Affected Individuals to reply to Notice Documents.	60 (Date: TBD)
4.	G.E. Aviation-Rutland sends OFCCP a list of the Affected Individuals who did not respond to the Notice Documents and notifies OFCCP of any deficiencies in submitted forms (missing signatures, etc.). G.E. Aviation-Rutland provides OFCCP contact information for Affected Individuals who did not respond to Notice Documents or who had deficiencies in submitted forms.	70 (Date: TBD)
5.	The Parties will meet and confer to assess the results of the initial mail notice and to ensure that the second round of mail notice maximizes the potential response rate.	75 (Date: TBD)
6.	OFCCP provides G.E. Aviation-Rutland with updated addresses for Affected Individuals.	95 (Date: TBD)
7.	G.E. Aviation-Rutland sends second Notice Documents to Affected Individuals who did not respond to the initial mailing.	100 (Date: TBD)

8.	Postmark Deadline for Affected Individuals to reply to Notice Documents.	130 (Date: TBD)
9.	G.E. Aviation-Rutland provides OFCCP a list of its determination of Eligible Individuals and copies of any incomplete and/or unacceptable forms.	140 (Date: TBD)
10.	OFCCP reviews and approves a Final List and determination amounts.	150 (Date: TBD)
11.	G.E. Aviation-Rutland issues checks to each Eligible Individual on Final List.	160 (Date: TBD)
12.	G.E. Aviation-Rutland notifies OFCCP of disbursement of monetary settlement and any payments returned undelivered.	180 (Date: TBD)
13.	OFCCP attempts to contact individuals with returned checks and provides best available contact information for returned checks.	210 (Date: TBD)
14.	G.E. Aviation-Rutland reissues checks to updated addresses OFCCP provides.	220 (Date: TBD)
15.	G.E. Aviation-Rutland notifies OFCCP of any uncashed checks.	250 (Date: TBD)
16.	OFCCP attempts to contact individuals with uncashed checks and provides G.E. Aviation-Rutland with any updated addresses if applicable.	270 (Date: TBD)
17.	G.E. Aviation-Rutland provides OFCCP with copies of cancelled checks or electronic documentation of all payments to Eligible Individuals	300 (Date: TBD)

**ATTACHMENT C-1
NOTICE TO AFFECTED INDIVIDUALS**

[Affected Individual's Name]
[Affected Individual's Address]

Dear [name]:

General Electric Company d/b/a G.E. Aviation (G.E. Aviation-Rutland) and the Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) have entered into a Conciliation Agreement (Agreement) to remedy alleged violations of Executive Order 11246 (E.O. 11246), as amended, that OFCCP found during a compliance review of G.E. Aviation-Rutland's Rutland, VT facility.

OFCCP's analysis of G.E. Aviation-Rutland's hiring process and selection procedures showed statistically significant differences in the hiring rates of female applicants for the Manufacturing Ops Associate position when compared to male applicants during the August 1, 2018, through January 31, 2020, time period.

G.E. Aviation-Rutland has denied any violation of E.O. 11246 and there has not been any adjudicated finding that G.E. Aviation-Rutland violated any laws. OFCCP and G.E. Aviation-Rutland entered into the Agreement to resolve the matter without resorting to further legal proceedings. You have been identified as an individual who applied for a Manufacturing Ops Associate position during that time period but was not hired.

As part of this Agreement, you are eligible to receive a distribution of at least \$3,544 less lawful payroll deductions. Under the terms of this Agreement, it may take up to six months or longer from the date of this letter before you receive your distribution. In order to be eligible for a payment, you must complete, sign, and return the enclosed Information Verification and Employment Interest Form Verification. The form(s) should be mailed as soon as possible to the address below. **In order for you to be eligible to participate in the settlement, your documents must be received by [insert date by which individual must respond].**

[Name]
[G.E Aviation-Rutland Position]
G.E. Aviation-Rutland
[G.E. Aviation-Rutland Address]

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

In addition to the monetary distribution, G.E. Aviation-Rutland will be making job offers for Manufacturing Ops Associate positions in Rutland, Vermont to a limited number of individuals receiving this notification. It is not certain that you will receive a job offer. If you are still interested in employment with G.E. Aviation-Rutland, please check the appropriate box on the

enclosed Information Verification and Employment Interest Form. Those receiving this notice will be considered for the Manufacturing Ops Associate position in the order that G.E. Aviation-Rutland receives the Information Verification and Employment Interest Form expressing an interest in employment. If you have any questions you may call [insert name] at G.E. Aviation-Rutland at [insert phone number], or OFCCP Regional Liaison, (b) (6), (b) (7)(C) at (b) (6), (b) (7)(C) Your call will be returned as soon as possible.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO G.E. AVIATION-RUTLAND BY [insert date by which individual must respond], YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.

Sincerely,

[G.E. Aviation-Rutland Name]

Enclosures:
Information Verification and Employment Interest Form
Release of Claims Form

**ATTACHMENT C-2
INFORMATION VERIFICATION & EMPLOYMENT INTEREST FORM**

You must complete this form in order to be eligible for the monetary payment and/or employment opportunities under the terms of the Conciliation Agreement ("Agreement") between G.E. Aviation-Rutland and the U.S. Department of Labor's Office of Federal Contract Compliance Programs. Please print legibly, except for the signature.

Name: _____

Address: _____

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

Email: _____

Notify G.E. Aviation-Rutland at the address below if your address, email address or phone number changes within the next twelve months.

**[G.E Aviation-Rutland Name]
[G.E Aviation-Rutland Address]**

Your Social Security Number (to be used for tax purposes only): _____ - _____ - _____

Please indicate below whether you are currently interested in employment in a Manufacturing Ops Associate position with G.E. Aviation-Rutland in Rutland, Vermont. If you complete, sign, and return this Information Verification and Employment Interest Form, you remain eligible for the monetary payment whether or not you are interested in employment at this time.

[] Yes, I am still interested in employment with G.E. Aviation-Rutland as a Manufacturing Ops Associate.

[] No, I am not currently interested in employment with G.E. Aviation-Rutland as a Manufacturing Ops Associate.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE ADDRESS BELOW BY [date individual must respond], YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.

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

Signature

Date

Attachment D: Release of Claims

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246, AS AMENDED

PLEASE CAREFULLY READ THE ENCLOSED NOTICE BEFORE COMPLETING THIS RELEASE. YOU MUST RETURN A SIGNED RELEASE TO RECEIVE MONEY FROM THE SETTLEMENT.

This Release of Claims (Release) under Executive Order 11246 as amended, is a legal document. This document states that in return for General Electric Company d/b/a G.E. Aviation ("G.E. Aviation-Rutland") paying you money, you agree that you will not file any lawsuit against G.E. Aviation-Rutland for allegedly violating Executive Order 11246, as amended, in connection with its selection procedures for applicants for Manufacturing Ops Associate positions. It also says that G.E. Aviation-Rutland denies it violated any laws. This Release says you had sufficient time to look at the document, to talk with others about the document, including an attorney if you choose, and that no one pressured you into signing the document. Finally, it says that if you do not sign and return the document by a certain date, you will not receive any money.

In consideration of the payment of at least \$3,852 (less deductions required by law) by G.E. Aviation-Rutland to me, which I agree is acceptable, I, (print name) _____, agree to the following:

I.

I hereby waive, release and forever discharge G.E. Aviation-Rutland, 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, which I or my representatives (heirs, executors, administrators, or assigns) have or may have had which relate to my non selection for employment as a Manufacturing Ops Associate on the basis of my gender at any time through the effective date of this Release. By signing this agreement, I agree that I have been made whole for any claim that could have been brought under Executive Order 11246, as amended, relating to my non selection with G.E. Aviation-Rutland through the Effective Date of this Release.

II.

I understand that G.E. Aviation-Rutland denies that it treated me unlawfully or unfairly in any way and that G.E. Aviation-Rutland entered into a Conciliation Agreement with the U.S. Department of Labor, Office of Federal Contract Compliance Programs (OFCCP) and agreed to make the payment described above to resolve alleged disparities in hiring and to resolve the matter without further legal proceedings in the compliance review initiated by OFCCP. I further agree that the payment of the aforesaid sum by G.E. Aviation-Rutland to me is not to be construed as an admission of any liability by G.E. Aviation-Rutland.

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.

IV.

I understand that if I do not sign this Release and return it to the contact listed on the enclosed Notice to Affected Individuals, by the deadline listed on the Notice, I will not be entitled to receive any payment (less deductions required by law) from G.E. Aviation-Rutland.

IN WITNESS WHEREOF, I have signed this document on this ____ day of _____, 20__.

Printed Name

Signature