

Contingent Worker Background Checking
Contractual Requirement

I. New Contingent Workers¹

Effective July 1, 2002, at a minimum, the following provisions should be included in all contracts GE enters to obtain contingent workers from a supplier of leased or temporary workers (“Workers”).

- Contractor shall perform, prior to placement and after securing appropriate written authorization from its Workers, a background screen to assure that no Worker assigned to work at a GE worksite, or regularly performing duties at a GE worksite, is included on a government list prohibiting the Contractor, as the employer, from engaging in financial or other transactions with a Worker. Contractor shall also assure the Worker’s status to rightfully work in the U.S. through compliance with the Immigration and Naturalization Service’s I-9 process.

- GE shall have the right to audit Contractor’s compliance with these requirements upon reasonable notice.

In addition to the above, respecting Workers who are to be placed in positions that GE, in its sole discretion, determines to be “security sensitive” Contractor shall:

- prior to placement, perform criminal conviction screening through an authorized background-reporting agency. The background screen will cover at least a seven (7) year time period, and include all locations in which the worker resided during that period. Contractor shall retain a copy of such report for inspection by GE for at least one year following the end of placement at a GE worksite. Contractor shall exercise its best efforts to assure that none of its Workers pose a threat to the safe working environment at the Company site, or a threat to the integrity of the business operations. The Worker shall not be placed with GE if he or she lied by failing to disclose any prior criminal conviction on his or her pre-placement or employment application. Contractor shall also verify (position or job title held, dates of employment and duties) the past seven (7) years of employment.

- Contractor shall utilize the document “GE Guidelines for Workers Assigned to Security Sensitive Positions” in complying with the above provision.

¹ While these provisions are written with workers from employee leasing companies (Manpower, Kelly, ADECO, et al) in mind, the same provisions should be incorporated in subcontracts and other agreements which cause non-GE workers to perform work at GE worksites on a regular basis.

- upon request by Company and/or an Ordering Location, the background screen shall include: i) verification of the Worker's highest level of education, and ii) driving record search.

Except as provided in the bullet immediately above, such screens shall be performed at the Contractor's expense. Respecting background screenings described in this bullet, Contractor shall charge the lowest rate the Contractor charges any similarly situated client.

II. Existing Contingent Workers

Contractors shall also agree that, on or before July 1, 2002, with respect to workers currently assigned to a GE business location for less than a year prior to July 1, 2002, to:

- perform, after securing appropriate written authorization from its Workers, a background screen to assure that no Worker assigned to work at a GE worksite, or regularly performing duties at a GE worksite, is included on a government list prohibiting the Contractor, as the employer, from engaging in financial or other transactions with a Worker. Contractor shall also assure the Worker's status to rightfully work in the U.S. through compliance with the Immigration and Naturalization Service's I-9 process.
- GE shall have the right to audit Contractor's compliance with these requirements upon reasonable notice.

In addition to the above, respecting Workers who are currently placed in positions which GE, in its sole discretion, determines to be "security sensitive" shall, on or before July 1, 2002:

- perform criminal conviction screening through an authorized background-reporting agency. The background screen will cover at least a seven (7) year time period, and include all locations in which the worker resided or worked during that period. Contractor shall retain a copy of such report for inspection by GE for at least one year following the end of placement at a GE worksite. Contractor shall exercise its best efforts to assure that none of its Workers pose a threat to the safe working environment at the Company site, or a threat to the integrity of the business operations. The Worker shall not be placed with GE if he or she lied by failing to disclose any prior criminal conviction on his or her pre-placement or employment application. Contractor shall also verify (position or job title held, dates of employment and duties) the past seven (7) years of employment.

- Contractor shall utilize the document “GE Guidelines for Workers Assigned to Security Sensitive Positions” in complying with the above provision.
- upon request by Company and/or an Ordering Location, the background screen shall include: i) verification of the Worker’s highest level of education, and ii) driving record search.

Except as provided in the bullet immediately above, such screens shall be performed at the Contractor’s expense. Respecting background screenings described in this bullet, Contractor shall charge the lowest rate the Contractor charges any similarly situated client.

III. Third Party Background Checking Providers

In the U.S., the third-party providers GE has contracted with to perform background checking on new hires have agreed to perform similar background checks for entities supplying Workers to GE at the same favorable rates as they charge GE.

If the supplier is interested, they may contact:

Adrem: Mike Plumridge at 1-800-281-1250 m_plumridge@adpro.com

Proudfoot: Mark Walker at 631.421.8000 ext. 480 or MarkW@proudfoot.com.

These suppliers will set them up with all the appropriate documents, authorization forms, etc. for conducting a background check investigation.

IV. Security Sensitive

The term “security sensitive position” as used in connection with the background checking of certain contingent workers means any position which requires that the incumbent perform or be responsible for performing duties which:

- (i) are directly related to the proper operation or security of a GE facility, piece of equipment or electronic data system or financial/accounting system, and
- (ii) which, if not performed properly, could result in serious environmental, health or financial harm to GE, its employees or the general public or cause a serious breach of security respecting the Company’s proprietary rights or financial, accounting or other systems.

This term shall also include positions which, although not characterized by the above criteria, are otherwise subject to this designation because they are located at a GE worksite that is designated in its entirety as "security sensitive" or have access to certain security sensitive operations or

facilities, even though the work responsibilities, if performed in another context, would not be security sensitive. Subject to applicable law, this designation shall be determined solely by GE on a business-by-business basis.

The term “contingent worker” used in the above definition means any leased worker, independent contractor or subcontractor (including employees of the subcontractor) with which GE contracts such that the assigned work is to be regularly performed at a GE worksite or facility.

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