

# United Electrical, Radio & Machine Workers of America – Local 506

*The Union Representing Erie Wabtec Workers*



Union Proposal #1:

## **Article I. RECOGNITION**

Section 1. Recognition. The Company recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment for the following bargaining unit:

All hourly production, maintenance, testing, clerical, technical, laboratory and warehouse employees of Wabtec Corporation at its manufacturing Plant located at 2901 East Lake Road, Erie, Pennsylvania (the "Erie Plant"), excluding all other employees, including, but not limited to, all employees at the Erie Plant who are represented by other local or international unions, office clerical, professional, managerial, and confidential employees, and all guards and supervisors as defined in the National Labor Relations Act, as amended.

Section 2. Employee; Defined. "Employee" as used in this Agreement means employees in the bargaining unit represented by the Union and who are subject to the terms of the Agreement.

Section 3. New Employee Orientation. Union representatives will be permitted to meet with new employees hired by the Company at the Erie Plant for up to thirty (30) minutes during their new hire orientation.

Section 4. Employees recalled from layoff. Union representatives will be permitted to meet with employees recalled from permanent layoff or temporarily transferred to another building at the Erie Plant for up to fifteen (15) minutes during their entry/re-entry orientation.

Section 5. Exclusive Representation. During the term of this Agreement, the Company will not provide assistance of any kind to any competing labor organization attempting to obtain representative status with respect to any bargaining unit employees.

Section 6. Non-Bargaining Unit Employees. Production and maintenance work will be performed by bargaining unit employees. However, both parties acknowledge that occasionally the Company may be required to utilize Wabtec management, supervisory and other Wabtec non-bargaining unit personnel to perform production and maintenance work for a reasonable period in emergency situations, not preceding proper communications with the Union allowing adequate opportunity to seek alternate methods of resolution. This section shall not be used to deny overtime work opportunities where qualified bargaining unit employees are available to work, nor shall it be used to circumvent job bidding, recall procedures or hiring of new employees as set forth in this Agreement. Emergency situations for a limited period of time are for the following reasons:

(a) for the purpose of instruction or demonstration (specifically including training of leadership program participants).

(b) to determine the cause of malfunctioning or improperly operating equipment.

(c) when an insufficient number of bargaining unit employees is available to perform the necessary work with a reasonable amount of overtime.

Section 7. Repair, Defect, Rework and Modification

(a) All repair, defecting, rework and modification work performed at the Erie manufacturing plant shall be considered production work and shall not be performed by anyone other than bargaining unit employees.

Section 8. Employee Communications.

(a) On any matters which are being negotiated between the Company and the Union, the Company will communicate its position to the Union prior to communicating with bargaining unit employees regarding such matters.

(b) On any matters which arise with respect to rates of pay, wages, hours of employment and all other conditions of employment, the company will communicate such information to the Union prior to communicating with bargaining unit employees.

Section 9. Accretions. The terms of this Agreement will apply geographically only to the manufacturing plant owned and operated by Wabtec Corporation located in Erie, Pennsylvania, and to any subsequently established operations that are legally deemed an accretion to the bargaining unit, and only to employees working within the bargaining unit.

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Union Proposal #2:

## Article II. NOTICES

Section 1. The Company agrees to inform the Union regarding any changes in terms and conditions of employment that are not covered by this Agreement.

Section 2. The Company will notify the Union in writing within thirty (30) days of all new hires, providing their name, address, job classification, shift, hire date, supervisor and pay rate.

Section 3. The Company will notify the Union in writing thirty (30) days in advance of any layoffs. Such notice shall include, number of bargaining unit employees affected, number of employees in each affected classification, expected duration of layoff and date by which layoffs under notification will be complete. Employees laid off with less than thirty (30) days notice to the Union will receive pay-in-lieu-of proper notification. A list of all employees on layoff with recall rights will be provided quarterly.

Section 4. The Company will notify the Union in writing one hundred eighty (180) days in advance of any job transfers affecting bargaining unit employees.

Section 5. The Company will provide the Union with a complete list of all employees in the bargaining unit, twice each calendar year, or upon request. The employees list will include name, address, job classification, job location, shift, hire date, supervisor and pay rate.

Section 6. Any notices given under the provisions of this Agreement shall be in writing to the impacted Local and shall be sufficient if sent by mail addressed, to the union at:

UE Local Union 506  
3923 Main Street  
Erie, PA 16511

UE Local 618  
3923 Main Street  
Erie, PA 16511

and to the National Union:

United Electrical, Radio and Machine Workers of America (UE)  
4 Smithfield Street

9<sup>th</sup> Floor  
Pittsburgh, PA 15222,

or to such other address the Union(s) shall furnish to the Company.

(a) Notices to the Company should be addressed to:

Wabtec Corporation  
Attn: Senior Employee Human Resources Manager  
2901 East Lake Road  
Erie, PA 16531

Section 7. Posting. The Company shall provide bulletin boards upon which the Union may post notices pertaining to Union business. All such notices shall comply with the Company's policies prohibiting workplace discrimination and harassment. Such notices shall be provided to the Labor Relations Manager before posting.

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Union Proposal #3:

## **Article IV. UNION REPRESENTATIVES AND STEWARDS**

### Section 1. Stewards.

(a) The Union shall have the sole right to select its representatives, including its Officers, Stewards and Chief Stewards. The Union may designate Stewards and Chief Stewards to represent bargaining unit employees during the term of this Agreement. The Union will notify the Company immediately following the selection of its Stewards and Chief Stewards.

(b) During the term of this agreement Stewards and Chief Stewards will not be moved from their shift and area of representation without the express permission of the Union.

(c) Chief Stewards will be placed on a first shift job upon assuming the role of Divisional Chief Steward.

Section 2. Superseniority. Union Stewards and Chief Stewards will have superseniority solely for purposes of layoff and recall in their respective departments, subject to the requirements of applicable law.

(a) This provision will apply to the following number of chief stewards, dependent on the number of bargaining unit employees actively working in the Erie Plant:

Number of Employees	Chief Stewards
500 or less	4
501-1000	5
1001-1500	6
1501-2000	7
Over 2000	8

(b) The Union may designate no more than one Steward on each shift in each Department set forth in Appendix A where employees are assigned to be eligible for superseniority under this Article.

(c) During the term of this Agreement, the Union shall provide to the Company, at least once each year or upon request, a list of stewards and chief stewards eligible for superseniority. The Union will promptly notify the Company of any changes in the list of stewards and chief stewards eligible for superseniority.

(d) In the event of a reduction-in-force, Stewards, Chief Stewards, and Union officers not on a leave of absence who adjust grievances may remain in their department by bumping the least senior employee in the applicable department in a job classification that the affected Steward or Chief Steward is qualified to perform. In the event that Departments are combined, the most senior Steward in the combined department will be eligible for superseniority.

(e) Stewards and Chief Stewards who exercise superseniority will move to their new position immediately. Chief Stewards shall remain on first shift.

(f) Stewards or Chief Stewards who lose their Union position due to resignation, loss of election or otherwise will be subject to the layoff process immediately, if there are more senior employees in their job classification on layoff. In such situations, the affected Steward or Chief Steward may exercise bumping rights under Article XI. Stewards or Chief Stewards who lose their Union position due to resignation, loss of election or otherwise, and whose seniority allows them to hold a position in their current job classification, will remain in their current job classification until they bid on and are awarded a Job Vacancy under the bidding procedures set forth in Article XII, are bumped out of their job classification by a more senior employee or are otherwise transferred out of their job classification.

Section 3. Payment for Time on Local Union Activities. Union representatives who are not on leave of absence for Union business will be paid by the Company at their straight-time hourly wage rate, including shift premium if applicable, for all time lost from their regularly scheduled shift while representing employees in meetings with management, including safety meetings ("Union Representation Activities"). Stewards and Chief Stewards requesting payment for any Union Representation Activities shall report such time to their supervisor on the day of occurrence prior to the end of their shift.

Section 4. Union Business.

(a) Stewards, Chief Stewards and other Union representatives who are not on leave of absence shall be permitted to utilize time off during their regular shift for purposes of conducting Union business, including investigation of grievances and communicating with members ("Union Business").

(b) The Union will provide at least seven (7) days advance notice when requesting time off for Steward Council meetings, Trustee audits, National Union Conventions, Regional meetings, workshops, election committee duties and other pre-planned Union activities that require Stewards and Chief Stewards to be absent from their regularly scheduled shift for more than one full shift. Permission shall not be denied.

(c) Members of the Union's Executive Board will be permitted to utilize Union Business time for pre-planned membership meetings and regularly scheduled Executive Board meetings, provided that the Union provides at least seven (7) days advance notice to the Company when they are required to be absent from their regularly scheduled shift for more than one full shift. Permission shall not be denied.

(d) Stewards, Chief Stewards and other Union representatives will be paid by the Company for time lost from their regular work shift while they are engaged in conducting Union Business, subject to the following terms and conditions:

(i) Employees will be paid their straight-time hourly wage, including shift premium (if applicable), for all time lost from their regularly scheduled shift while conducting Union Business. Stewards, Chief Stewards and other Union representative must utilize the Company timekeeping system to indicate their usage of paid time for Union Business. Payments for Union Business time will be paid in the regular payroll cycle for the applicable work week. Any hours paid for Union Business will be considered hours worked and eligible compensation for purposes of Company health, welfare and retirement plans.

(ii) The Union will reimburse the Company for the total payroll cost of providing wages to Stewards, Chief Stewards and other Union representatives who request time off from their regular shift to conduct Union Business. Such reimbursement will include the actual costs paid by the Company for hourly wages (excluding paid holidays, vacations, Personal Illness days and other paid leave), employer portion of Social Security tax, employer portion of Medicare tax, state unemployment tax, federal unemployment tax and workers' compensation insurance.

(iii) The Company will provide a weekly report of Union Business time paid to Stewards, Chief Stewards and other Union representatives. This report will include the name, employee number, hourly wage rate and amount paid to each Steward, Chief Steward and other Union representative who requested time off for Union Business during the applicable work week.

(iv) The Company will send the Union a monthly invoice detailing the payroll costs subject to reimbursement under this Section. Such invoices will be paid promptly by the Union upon receipt. If there is a dispute with respect to the amount of the invoice, the Union will promptly pay the undisputed portion of the invoice.

(v) The Company and the Union will make reasonable efforts to resolve any issues regarding disputed invoices. If the parties cannot resolve any such disputes, the dispute may be submitted to arbitration under Article XXII. Payment will be made promptly once the dispute is resolved.

(e) During the term of this Agreement, the Union shall provide to the Company, at least once each year or upon request, a list of Stewards and Chief Stewards eligible for payment for lost time for Union Representation Activities under this section. The Union will promptly notify the Company of any changes in the list of Stewards and Chief Stewards eligible for payment for lost time for Union Representation Activities under this section.

(f) A Steward or Chief Steward shall not leave his/her job without attempting to notify his/her supervisor in advance and shall not contact another employee on Union business without attempting to get prior permission of that employee's supervisor. Permission shall not be unreasonably denied.

(g) Discussion between Union representatives and employees about Union business (other than matters that may result in the filing of a grievance or grievances being processed under the Grievance and Arbitration Procedures set forth in Article XXII) should take place before or after regularly scheduled hours, on or during lunch or rest periods. Stewards will be granted ten (10) minutes daily at the start of their shift to update employees in their department.

(h) Stewards and Chief Stewards will be paid by the Company at their straight-time hourly wage rate, including shift premium if applicable, one (1) hour per week to meet and confer.

(i) Any Union representative who accompanies an OSHA official during an inspection at the Erie Plant will be paid for all time lost from work during such inspection.

Section 5. Leaves of Absence. Upon written request of the Union, employees who have at least one year of continuous service and who are acting as business agents, assistant business agents, local or national union officers, or national office representatives will be granted leave of absence up to one year.

(a) A maximum of four Union officials will be approved for unpaid leaves of absence at any one time.

(b) Employees who are on approved leaves of absence for Union business will remain on the Company's active payroll (for a work week of not more than forty (40) hours) and will be eligible to continue participation in retirement, health and welfare plans provided by the Company during such leaves by paying the regular employee contributions for whatever benefit coverages they elect. Employees who are on approved leaves of absence for Union business will be eligible for Company health, welfare and retirement (401K) plans on the same terms as active employees.



(i) The Union will reimburse the Company for the total payroll cost of providing wages to employees on leave of absence for Union business. Such reimbursement will include the actual costs paid by the Company for hourly wages (excluding paid holidays, vacations, Personal Illness days and other paid leave), employer portion of Social Security tax, employer portion of Medicare tax, state unemployment tax, federal unemployment tax and workers' compensation insurance.

(ii) The Company will send the local Union a monthly invoice detailing the payroll costs subject to reimbursement under this Section. Such invoices will be paid promptly by the Union upon receipt. If there is any dispute regarding the amount of the invoice, the Union will promptly pay the undisputed portion of the invoice.

(iii) If any invoice remains unpaid by the Union for thirty (30) days after receipt (other than any disputed amount), the Company will have the option to discontinue its obligations to provide wage and benefits to Union officials under this Section.

(c) Leaves of absence may be extended yearly for local or national union officers or national office representatives, and for business agents, assistant business agents or local officers.

(d) Other employees with at least one year of continuous service, who are assigned by the Union to other duties, may be granted a leave of absence by mutual agreement.

(e) At the completion of a leave of absence, employees will be reinstated to their prior job classification, on the shift on which they were previously working, provided that the employee has the requisite seniority to hold the job classification and the skill and ability to perform the available work.

(f) Time spent on leave of absence under this Article will be considered continuous service for seniority purposes.

Section 6. Access. Non-employee Union representatives will be allowed access to the Erie Plant to conduct legitimate Union business provided that they comply with the following rules:

(a) Attend a safety briefing.

(b) Wear any mandatory personal protective equipment.

(c) Not interfere with employees who are working.

(d) Provide advance notice before they enter the premises to the plant manager and Labor Relations representative for the building.

- (e) Notify the Labor Relations Department of their destination.
- (f) Conduct any Union business during non-working time.
- (g) Refrain from conducting Union business in work areas.

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# United Electrical, Radio & Machine Workers of America – Local 506

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Union Proposal #4:

## **Article V. EQUAL EMPLOYMENT OPPORTUNITIES**

### **Section 1. Prohibition on Employment Discrimination.**

(a) The Company will ensure equal employment opportunities to all employees in all aspects of the employment relationship and to prohibit discrimination and harassment against any employee or applicant based on race, color, religion, creed, sex/gender, sex assigned at birth, national origin, citizenship, age (40 or older), disability (mental, physical or visual), genetic information, marital status, sexual orientation, transgender identity, gender identity, gender expression, status as a disabled veteran, veteran or as a member of the National Guard or Military Reserve, or any other characteristic protected by applicable federal, state, or local law.

(b) Neither the Company, nor any of its managers, supervisors or representatives, will discriminate or retaliate against any employee because such employee is a member of, or acting as an officer, steward or other agent or representative of the Union, or engages in any protected concerted activities.

### **Section 2. Union's Commitment to Non-Discrimination.**

(a) The Union shall not discriminate against any employee on account of race, color, religion, creed, sex/gender, sex assigned at birth, national origin, citizenship, age (40 or older), disability (mental, physical or visual), genetic information, marital status, sexual orientation, transgender identity, gender identity, gender expression, status as a disabled veteran, veteran or as a member of the National Guard or Military Reserve, or any other characteristic protected by applicable federal, state, or local law.

(b) Neither the Union, nor any officer, steward or other agent or representative, shall intimidate or coerce any employee based upon his/her membership status in the Union, or his/her participation in, or refusal to participate in, any protected concerted activities.

Section 3. **Accommodation of Disabilities.** The Company and the Union agree to cooperate in providing reasonable accommodations to employees with known disabilities, short- or long-term health issues, or risk to health on certain jobs due to a health condition, if such accommodations would not impose an undue hardship on the Company and would enable the applicant or employee to perform the essential functions of his/her job.

United Electrical, Radio & Machine  
Workers of America – Local 506

*The Union Representing Erie Wabtec Workers*



Union Proposal #17:

**APPENDIX A**  
**DEPARTMENTS**

For purposes of this Agreement, the following will constitute "Departments":

Platform.  
Motor and Parts.  
Burn Area Raw Material.  
~~Propulsion Machining.~~  
Small and Medium Parts/Shaft Line.  
~~Propulsion Medium Parts.~~  
Advanced Machining and Large Parts.  
Radiator Fans.  
Multi Story.  
Motors.  
Alternator.  
Locomotive Final Paint.  
Locomotive Commercial Test.  
Field Modification Instruction (FMI).  
~~Final Assembly.~~  
Bottom Side Assembly.  
Top Side Assembly.  
Truck.  
Control UX.  
Device.  
Panel.  
Compartment.  
Harness.  
Main Cab.  
Aux Cab.  
Rad Cab.  
Light Fab - Cab.  
Light Fab Sub Assembly  
Light Fab Machine Shop.  
Internal Kitting.  
Export Kitting.  
Central Maintenance.  
Building Maintenance Propulsion and Heavy Fab.  
Building Maintenance Light Fab and Assembly Operations.

Tool Room.  
Engine Lab Operations.  
Motor and Parts and Propulsion Testing. ~~Control Lab.~~  
~~Mechanical Lab.~~  
Powerhouse.  
Powerhouse Rotating Shifts.  
Locomotive Test & Development and Emissions.  
~~Emissions Facility.~~  
Clerical and Technical.

If Departments are combined, or there are any changes in Departments, or if new Departments are established, the Company will provide the Union with at least thirty (30) days' notice.