

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

The Union Representing Erie Wabtec Workers



Union Proposal #5: Pass 4

Article VII. TRANSFER OF WORK

Section 1. Work Relocations - Notice. The Company reserves the right to determine the location(s) where its products and components will be manufactured, and to determine the location(s) where new products and components will be manufactured.

(a) The Company agrees to provide the Union with advance written notice at least sixty (60) calendar days prior to any permanent transfer of any products or components that are manufactured at the Erie Plant. that will result in the permanent layoff of bargaining unit employees.

(b) The notice will identify the work to be transferred, the legitimate business reasons for relocation of the work. The notice will also provide the expected date of transfer and the expected number of bargaining unit employees in each job classification who will be displaced as a result of the transfer of work.

(i) Upon request, the Company will meet and discuss with the Union any decision and/or the effects of any decision to permanently transfer bargaining unit work under this Section for up to Twenty (20) days. In no event will the Company execute any work transfer within sixty (60) days from the date that notice was provided. The Company may implement its work transfer decision after this discussion period.

(ii) Relevant information requested by the Union pertaining to the transfer of work will be provided on a timely basis. If the Union requests information within five (5) days after receipt of notice, the twenty (20) day bargaining period will commence upon receipt of the requested information.

(c) The twenty (20) day bargaining period may be extended by mutual agreement.

Section 2. Work Volumes. The procedures in this Article will not apply to normal fluctuations in work volumes caused by normal business cycles or cancellation of customer orders.

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Union Proposal #6: Fourth Pass

Article VIII. SUBCONTRACTING

Section 1. Subcontracting Rights. Production and maintenance work in the Erie Plant shall ordinarily be performed by bargaining unit employees. However, both parties acknowledge that the Company may be required to utilize non-bargaining unit employees and/or outside contractors to perform certain production and maintenance work during the term of this Agreement based upon the needs of the business. **The company shall not utilize non-bargaining unit employees, except to the extent allowed by Article 1, Section 5 of this agreement, to do any production work (including repair, defect, rework, modification, etc.) on company property at its manufacturing Plant located at 2901 East Lake Road, Erie, Pennsylvania (the “Erie Plant”).**

Section 2. Legitimate Business Reasons. The Company agrees that it will subcontract work only for legitimate, business-related reasons. The following shall be deemed to be legitimate business reasons:

- (a) The work involves a major capital project, including new construction, major installation, and major modernization of equipment.
- (b) The project involves modification work, such as the upgrade of the capabilities of an existing machine or process equipment line.
- (c) The work requires special skills, special equipment or special licenses.
- (d) The project is of such size or nature as to make it impractical to be handled by bargaining unit employees.
- (e) The work is of such urgency or short duration as to make it impractical to be handled by bargaining unit employees.
- (f) Sufficient qualified bargaining unit employees are not available to perform all the work without significant overtime or refuse to volunteer for overtime work.
- (g) Similar work has been performed by subcontractors in the past.
- (h) Significant cost savings can be achieved.

Section 3. Good Faith Requirement. In exercising its subcontracting rights, the Company agrees to act in good faith. The Company agrees that it will not subcontract work solely to reduce the number of employees in the bargaining unit or to discriminate against any bargaining unit employee. ~~This Section shall not be used to deny overtime work opportunities where qualified bargaining unit employees are available to work, to delay the recall of any qualified employee on layoff in accordance with Article XI, Section 4 of this agreement or to circumvent the Job Vacancy.~~

Section 4. Notice.

(a) The Company agrees to provide the Union with advance written notice at least ten (10) calendar days prior to permanent subcontracting of any bargaining unit work that will result in the permanent layoff of bargaining unit employees.

(b) Upon request, the Company will meet and discuss with the Union any decision and/or the effects of any decision to permanently subcontract bargaining unit work under this Section. In no event will the Company be obligated to delay any subcontracting decision more than ten (10) days from the date that notice was provided. The discussions will focus on (i) the capacity and qualifications of bargaining unit employees to perform the work subject to the subcontracting notice, and (ii) the expected duration of such subcontracting. The Company may implement its subcontracting decision after this discussion period.

(c) The parties recognize that there are some subcontracting requirements of an emergency nature which make prior notification difficult. When this occurs, the Company will make every effort to notify the Union as soon as possible under the circumstances.

(d) The Company will provide the Union with a quarterly report of all subcontracted production and maintenance work that does not result in the layoff of bargaining unit employees, as well as any bargaining unit work that the Company knows may be subcontracted during the upcoming calendar quarter with the reasons why the work was or is expected to be subcontracted.

(e) **Prior to subcontracting of a short-term nature (work not subcontracted on a permanent basis), management of the affected department will notify the Chief Steward of the area to discuss potential alternatives.**

Section 5. Subcontracted Functions. Notwithstanding the foregoing, the Company shall have the unlimited right to subcontract the following work during the term of this Agreement:

- (a) Janitorial work.
- (b) Landscaping work.
- (c) Any and all HVAC repair and inspection work.
- (d) Pest Control.
- (e) Forklift repairs.

- (f) Roof construction and repair
- (g) Snow removal.
- (h) Asphalt paving and paint striping.
- (i) Vendor managed inventory.

Section 6. Non-Interference. When the Company utilizes subcontractors to perform work on the premises of the Company's Erie Plant, including maintenance work and the work functions listed in Section 5, the Union agrees, on behalf of itself, and on behalf of all bargaining unit employees, that neither the Union nor any bargaining unit employees will coerce, harass or in any way interfere with any workers brought in by subcontractors to perform work on the premises or on the equipment being constructed by the Company, regardless of their membership or non-membership in other unions. The Company shall not request that bargaining unit employees train such individuals.

Section 7. Continuous Improvement Committee. The Company will establish a Continuous Improvement Committee (CIC) consisting of both management and bargaining unit employees to implement innovative manufacturing techniques at the Erie Plant in order to improve manufacturing productivity, streamline operations, reduce waste and upgrade safety and quality programs.

(a) The CIC may establish departmental subcommittees to study and make recommendations on effective measures to enhance productivity, efficiency and quality in specific Departments. The size and composition of such departmental subcommittees will be determined by the CIC, provided that all departmental subcommittees will have one member appointed by the Union.

(b) The CIC (and any departmental subcommittees) will discuss issues such as:

- (i) Opportunities for new job creation.
- (ii) Opportunities for new bargaining unit employees.
- (iii) Investment plans and potential impact on jobs.
- (iv) Subcontracting of work and other sourcing issues.
- (v) Process changes and work practices to increase quality and efficiency.
- (vi) Innovative manufacturing techniques.
- (vii) Technological improvements, including upgrading of existing machinery for continued capability and efficiency.
- (viii) Training opportunities.

(c) The Union will be permitted to appoint one member of the CIC.

(d) Each division will establish its own subcommittee of the CIC and report out their progress to the CIC committee on a monthly basis.

(e) Employees will be permitted to volunteer to participate on the CIC. The Company will consult with the Union-appointed member of the CIC committee Plant Manager and/or Business Leader of each Division will consult with the Chief Steward of the Division before selecting employees to participate on the CIC. Employees selected to participate will be required to attend a training program on innovative/lean manufacturing techniques. Employees members on the CIC may resign at any time.

(f) All CIC activities will be considered working hours and employees will be paid at the applicable rate for time spent participating in CIC activities.

(g) The Company's Lean/Productivity Organization Leader along with the Union appointed liaison will lead the CIC. The Lean/Productivity Organization Leader will be responsible determining the number of management and bargaining unit participants needed on the CIC, for selecting those management and bargaining unit employees who will participate in the CIC, for identifying the innovative manufacturing projects for development and implementation by the CIC and for determining the meeting schedule for the CIC.

(h) Any employee who fails to regularly attend CIC meetings or fails to participate in the innovative/lean manufacturing projects developed and implemented by the CIC will be dismissed from the CIC.

(i) The CIC will have no authority to modify the terms of this Agreement including, but not limited to, compensation, benefits, staffing levels and the Company's right to supervise, manage and control its business, operations and plants.

Section 8. Annual Meetings. The Company and the Union recognize the value of holding periodic meetings to discuss the state of the business and future plans that may impact employees represented by the Union. The Erie Plant Site Leader will meet at least once each year during the term of the Agreement with representatives of the International and Local Union to review business and plant performance and discuss issues of mutual interest.

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Union Proposal #7: Third Pass

Article IX. SENIORITY

Section 1. Probationary Period. All new employees will be required to serve a probationary period for the first **six (6) months** ~~ninety (90) days~~ after their date of hire. The probationary period is intended to give each new employee the opportunity to demonstrate his/her ability to achieve a satisfactory level of performance, comply with work rules, and satisfactorily complete any applicable Company training programs.

(a) The probationary period is not a guarantee of **six (6) months** ~~ninety (90) days~~ of employment. A probationary employee may be subject to transfer, layoff, discipline or discharge **at the discretion of the Company.**

(b) Former General Electric Transportation (GET) employees hired by Wabtec and employed as of the Effective Date of this Agreement will not be required to serve a probationary period.

Section 2. Seniority. Seniority is continuous service with the Company and shall consist of time actually spent on the active payroll, **time spent on layoff while recall rights are retained** plus approved absences as defined in this Agreement.

(a) Service with GET will be considered for purposes of determining seniority at Wabtec, provided that the employee was actively employed by GET immediately prior to the closing date of the acquisition of the Erie Plant (i.e., performed services for GET during the thirty (30) day period prior to the Closing Date and not permanently laid off, discharged, resigned or retired). The seniority order of those employees actively employed by GET immediately prior to the closing date of the acquisition of the Erie Plant will be maintained in the same order as existed on the Closing Date.

(b) Any former GET employee who is hired by the Company during the term of this Agreement will be credited with his/her GET seniority.

(c) Resolving Ties in Seniority. Where two (2) or more persons have the same seniority date, the employee who has the lowest employee identification number will be deemed most senior.

(d) Leave of Absence. Employees will continue to accrue seniority during approved leaves of absence.

(e) **Lay Off. Employees will continue to accrue seniority while on layoff until they have exhausted their five (5) year recall rights in accordance with Article XI Sec.1 (f) or until they have refused all forms of recall.**

Section 3. Loss of Seniority. An employee's seniority shall be lost by any one (1) of the following:

- (a) Retirement from Wabtec (age 59.5).
- (b) Voluntary quit.
- (c) Discharge (for just cause).
- (d) Overstaying a leave of absence without just cause.
- (e) Refusal, when recalled from layoff, to accept a permanent job, and rate therefore, that is available and for which the employee is qualified, except as set forth in Article XI, Section 4(b).
- (f) Failure to notify the Company of his/her intent to return to work within three (3) working days unless excused by the Company.
- (g) Four (4) consecutively scheduled work days of no call, no show, unless the employee's failure to call was due to physical or mental incapacity supported by acceptable medical documentation.
- (h) Employee engaged in another occupation while working for the Company found taking time off to further that occupation without Company approval.
- (i) Payment of severance allowance.
- (j) Employees with permanent medical restrictions which prohibit them from performing any available work, with reasonable accommodations.
- (k) A leave of absence in excess of ~~twenty (24)~~ twelve **(12) months**, unless extended by the Company, ~~employee is being compensated by LTD Insurance or Workers Compensation Insurance,~~ or leave is renewed in accordance with Article IV, Section 6(c). **Employees who exceed 12 Months due to extended illness or injury will be retained on a recall list in accordance with Article XXII Sec. 2.**

Section 4. Seniority Restoration. If the Company re-employs a former employee who had more than one year of continuous service at the time of a loss of seniority under Section 3 of this Article **through no fault of the employee**, the Company will restore the employee's seniority after the employee completes one continuous year of service after being re-employed by the Company.

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Union Proposal #19: Second pass

Article X. JOB CLASSIFICATIONS

Section 1. Wage Rates.

(a) ~~Former GET employees will begin their employment with the Company at the same straight-time hourly wage rate that they earned working for GET, provided that such an employee was actively employed by GET immediately prior to the closing date of the acquisition of the Erie Facility (i.e., performed services for GET during the thirty (30) day period prior to the Closing Date and not permanently laid off, discharged, resigned or retired).~~

~~(b) Wabtec agrees to provide preferential hiring rights to former employees of General Electric Transportation (“GET”) who were on layoff from the Erie Plant at the time of the acquisition of the assets of GET by Wabtec. The Company will notify eligible former GET employees by certified mail that job vacancies for which they are qualified are available. The Company will hire qualified former GET employees for available job vacancies in seniority order. Former GET employees who are offered job vacancies must notify the Company within three (3) working days after receipt of such notice that they accept the vacant position. After accepting employment, former GET employees must report for work within twenty-one (21) calendar days from their receipt of the notice.~~

(c) Seniority in the bargaining unit will be used to determine the wage progression set forth in Appendix C.

Section 2. Job Classifications.

(a) The job classifications and wage rates for employees covered by this Agreement are set forth in the attached Appendix B.

(b) When new or existing jobs are in dispute or cannot be properly placed in existing classifications by mutual agreement, the company will set up a new classification and a rate covering the job in question, and will designate it as temporary. A copy of the temporary rate, classification and job description as well as any evaluation studies will be furnished to the Union. As soon as practicable after the establishing of a new job classification or change of existing job classification, and in any event, within thirty (30) days of established change, the Union and the Company shall negotiate the rate and classification. When negotiations are complete, such classification and rate shall become part of the wage agreement. The negotiated rate, if higher than the temporary rate shall be

applied retroactively to the date the employee started on the job. In cases where existing jobs are reduced in classification, existing employees will be “red circled” at their classification and rate of pay until they willingly leave the classification.

(c) The Company will notify the Union in advance to any proposed changes to existing classifications, job descriptions, rates of pay or implementation of new work into an existing classification. The Company will provide all proposed changes thirty (30) days in advance to the Union. During that thirty (30) day period the union and the company will meet to negotiate the changes. When mutual agreement is reached regarding such changes to job classifications, job descriptions and rates of pay shall by reference become part of this agreement. Any dispute arising from these changes will be subject to the grievance process as defined by this agreement.

(d) All employees hired after the Closing Date of the acquisition of GET by the Company will be subject to the wage progression set forth in Appendix C. **Starting rate for each classification will be eighty percent (80%) of full rate. Employees will progress one (1) step of five percent (+5%) every 6 months.** Time spent on layoff or any other approved leave of absence shall be credited as time worked towards the progression schedule.

(e) Any employee that becomes rehired after losing seniority due to an extended illness will return at the same level of progression they left at and have their seniority restored to reflect their prior service.

Section 3. Lump Sum Payments and General Wage Increases. Employees being paid pursuant to the wage scale set forth in Article X, Section 1(a) will be provided the following lump sum payments and general wage increases during the term of this Agreement:

Date	Lump Sum	GWI
<u>June 12, 2023</u>	<u>\$2,400</u>	<u>11%</u>
<u>June 10, 2024</u>	<u>\$1,500</u>	<u>6%</u>
<u>June 9, 2025</u>	<u>\$1,500</u>	<u>6%</u>
<u>June 8, 2026</u>	<u>\$1,500</u>	<u>6%</u>

Employees being paid pursuant to the wage progression scale in Appendix C will be provided the above lump sum payments on June 1, 2020; June 1, 2021; and June 1, 2022.

Section 4. Retroactive Cost-of-Living Adjustment. All employees who were actively employed during the period from April 22, 2019 through the effective date of this Agreement shall be paid twenty cents (\$.20) per hour retroactively for all time paid (e.g. holidays, vacations, regular hours worked and overtime, bereavement, personal illness days etc.) as soon as practicable.

Section 5. Cost of Living Adjustments. (Remaining COLA Frozen for Duration of Agreement)

(a) Cost-of-Living Adjustments effective on the dates shown below in the amount of one cent (\$.01) per hour for hourly employees (forty cents (\$.40) per week for salaried employees) for each full .071429 of one percent (.071429%) by which the National Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W; Base 1982-84 = 100), as published by the United States Bureau of Labor Statistics, increases in the applicable measurement period.

Effective Date	Measurement Period
<u>June 12, 2023</u>	<u>June 2019 through October 2023 \$1.00 per hour applied before GWI</u>
<u>June 24, 2024</u>	<u>October 2023 through April 2024</u>
<u>December 23, 2024</u>	<u>October 2023 through October 2024*</u>
<u>June 23, 2025</u>	<u>October 2024 through April 2025</u>
<u>December 22, 2025</u>	<u>October 2024 through October 2025*</u>
<u>June 22, 2026</u>	<u>October 2025 through April 2026</u>
<u>December 21, 2026</u>	<u>October 2025 through October 2026*</u>
<u>May 31, 2027</u>	<u>October 2026 through April 2027</u>

*(While the measurement period for the Cost-of-Living Adjustment, effective December includes the entire period from October, the adjustment shall be the difference between the full amount calculated for the period and the amount of the Cost-of-Living Adjustment paid effective in June.)

(b) No adjustment, retroactive or otherwise, shall be made in pay or benefits as a result of any revision which later may be made in the published figures for the Index for any month on the basis of which the cost-of-living calculation shall have been determined.

(c) In the event that the Bureau of Labor Statistics issues a new or revised Index with either a conversion table, converted Index, or a conversion procedure by which the present formula can be made applicable to any change in such Index, the Union and the Company agree to accept such conversion method. If no such conversion method is provided by the BLS following any revision of the Index, the parties will promptly

undertake negotiations solely with respect to agreeing upon a substitute formula for determining a comparable Cost-of-Living Adjustment, and failing agreement in such negotiations, the Union and the Locals shall, upon giving 10 days written notice, have the right to strike solely with respect to such issue.

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Union Proposal #8: Second Pass

Article XI. LAYOFF AND RECALL

Section 1. Layoffs. Employees will be provided with at least seven (7) calendar days' notice (or pay-in-lieu-of-notice) in connection with any layoff in excess of thirty (30) days. The Company will also provide notice to the Union, including the reason for the layoff and the job classifications and employees affected.

(a) All layoffs will be conducted by job classification and the Company will only consider those employees within the affected job classification when determining which employees will be laid off.

(b) All probationary employees in an affected job classification will be reassigned, laid off or discharged before any employee with seniority is displaced.

(c) Seniority shall be the major factor considered by the Company to determine the order of layoffs. However, skill and ability to perform the work will be given consideration.

(d) The intent during reductions-in-force is to place employees with a minimum amount of displacement and disruption. Employees who are displaced from their job classification as a result of a reduction-in-force may, in lieu of layoff, be reassigned to any vacant position in the Erie Plant for which they are qualified. When such transfers are implemented in lieu of layoff, a reasonable training period will be allowed. Every effort will be made to transfer employees affected by reductions-in-force to vacant job classifications having an equal wage rate.

(e) The layoff procedure does not apply to short-term layoffs. Short-term layoffs of less than thirty (30) days may be implemented in any job classification without regard to seniority based upon business needs.

(f) An employee **who has completed his or her probationary period** shall have recall rights five (5) years from his or her layoff date. Laid off employees will experience a loss of seniority once their recall rights have expired.

Section 2. Bumping Rights. An employee who is affected by a reduction-in-force in his/her job classification will have the option to exercise bumping rights, subject to the following requirements.

(a) An employee affected by a reduction-in-force who wishes to decline bumping rights must complete a request (in a form designated by the Company) within forty-eight (48) hours after being notified of his/her layoff.

(b) An employee affected by a reduction in force may bump the least senior employee in a job classification that the employee previously held on a permanent basis **and any classification in that job family at a lower classification rating in that job family**, provided that the employee has more seniority than the employee to be bumped and can immediately perform the essential job functions in the job classification with minimal training. Every attempt will be made to keep the employee at his/her current wage rate.

(c) If no such job classification is available, the employee may bump the least senior employee in the Production Technician (Safety Net) job classification. An employee bumping another employee must be qualified to perform the applicable job with minimal training.

(d) An employee bumped off of his/her job by a more senior employee may follow the same process outlined in Sections 2(a) and 2(b) of this Section.

(e) During a reduction-in-force, any Stewards or Chief Stewards who have been designated by the Union as eligible for superseniority under Article IV, Section 2 will be retained in their department and shall displace the least senior employee in a job classification for which they are qualified.

Section 3. Retraining in Lieu of Layoff. When employees are faced with layoffs or contemplated layoffs caused by automation, mechanization or other reasons and in cases of contemplated plant expansions or changes in plant technology or otherwise, employees may be retrained and/or reassigned to acquire necessary skills for jobs requiring such skills.

Section 4. Recall from Layoff.

(a) Employees on layoff will be recalled to their prior job classification in inverse order of their layoff if the position is not filled through the job vacancy process as outlined in Article XII; provided, however, that recalled employees must be capable of doing the work for which they are recalled in a satisfactory manner after a minimum amount of training.

(b) Employees on layoff will also be recalled in seniority order to the Production Technician (Safety Net) classification if the position is not filled through the job vacancy process. An employee may refuse recall to the Production Technician (Safety Net) classification and maintain recall rights to his or her previously held job classification, but the employee shall thereafter lose his or her recall rights under this Section 4(b).

Section 5. Job Vacancies. While they are awaiting recall to their pre-layoff job classification, employees on layoff are eligible to bid on any available job vacancies in other job classifications. Such employees shall receive preferential consideration for any such vacancies to which they apply. Laid off employees who are selected to fill a job in a different job classification will waive their recall rights to their previous job classification.

Section 6. Notice. Notice shall be communicated either telephonically to the employee's home telephone number appearing on the Company's records or in writing by mail, signature confirmation requested, to the employee's address appearing on the Company's records, it being the individual employee's responsibility to inform the Company of any change in home address or telephone number. In the event that the Company cannot make contact with a laid off employee, the Company will notify the Union and afford the Union five (5) calendar days to attempt to contact the employee. If the Union is unable to contact the employee within these five (5) calendar day period, his/her employment shall be terminated.

Section 7. Return to Work. An employee who receives notice in accordance with Section 6 shall have three (3) working days to notify the Company of his/her intent to return to work. Unless otherwise agreed between the Company and the Union, the employee must actually return to work within twenty-one (21) calendar days from his/her receipt of notice. If the employee fails to comply with these requirements, his/her employment shall be terminated.

Section 8. Fitness for Duty. Except where prohibited by law, employees recalled after a layoff or returning from a leave of absence of at least thirty (30) calendar days may be required to submit to a physical examination. When filling job vacancies through job postings, layoffs or recalls, employees with documented medical restrictions may be required to clear for the job through the medical center.

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Union Proposal #9: Third Pass

Article XII. JOB VACANCIES

Section 1. Job Bidding. The Company will provide opportunities for promotion for current employees before hiring external candidates for vacant positions at the Erie Plant. ~~Prior to posting vacant job classifications for bid, the Company will recall any employees currently on layoff with recall rights to the vacant job classification.~~

Section 2. Selection Criteria. The Company will, to the extent practical, give first consideration in job bidding to present employees, if employees with the necessary qualifications bid. In selecting employees for job bids, the Company will take into consideration as an important factor the relative length of seniority of the employees who it finds are minimally qualified for the job vacancy. The Company may also consider an interview or test results (if applicable). The testing and interview process will be conducted during the employees normal working hours and be considered as hours worked.

Section 3. Guidelines for Job Bidding.

(a) A job vacancy occurs when the Company requires an additional employee to perform the work of a particular job classification for more than ninety (90) consecutive days.

(b) ~~If there are no employees on layoff with recall rights to the vacant job classification, the job vacancy will be posted for bid in accordance with this Article.~~ Prior to recalling employees on layoff, any job vacancies will be posted for bid in accordance with this Article; provided that Production Tech vacancies will not be posted for bid if there are qualified employees on layoff who have not yet been offered recall to the **Production Tech Classification**.

(c) Job vacancies will be posted for a period of forty-eight (48) hours. Job postings will normally be posted on Wednesdays or Fridays. The posting shall include the job request number, job classification, job requirements, shift, wage rate, department, location, testing requirements (if applicable) and supervisor's name and telephone number. A list of employees selected to fill job vacancies will be electronically posted and continually updated as job vacancies are filled, including job request number, job classification, wage rate, department, location, and seniority date for the selected employee.

(d) When filling a job opening, a request for the open job by an employee in the same job grade and classification, the employee will not be considered again for job vacancies for a period of eighteen (18) months.

(e) When filling a job opening, a request by an employee for a lower graded job, the employee will not be considered again for job vacancies for a period of eighteen (18) months.

(f) An employee who bids on a job may reconsider and decline such placement with the understanding that after two (2) ~~three (3)~~ refusals in a rolling twelve (12) month period, the employee will be locked out of job bidding for a period of six (6) months from the date of refusal.

(i) If an employee bids on multiple jobs within the same job classification and accepts one, the remaining job bids will not be considered declined they will be able to decline other active bids without them counting as refusals.

(ii) If the job duties, job description and/or job location do not match the job posting the employee will not be charged with declining the position.

(g) An employee who withdraws his/her bid prior to the posting deadline will not be excluded from bidding on future vacancies.

(h) An employee will have forty-eight (48) hours to schedule an interview once he/she is informed that he/she is under consideration for a job vacancy under this Article. If the interviewing supervisor fails to respond to the request or **schedule** the interview beyond the allotted time, the employee will be granted additional time to complete the interview process. An employee under consideration for a job vacancy may be permitted up to three (3) additional days to complete the interview if the employee is on vacation or Personal Days.

(i) When an employee bids on and is awarded a job vacancy, he/she must acknowledge acceptance of the job on the job posting system within twenty-four (24) hours and must start working in the new job classification when assigned.

(j) Every attempt will be made to transition an employee to his/her new job ~~classification~~ within six (6) weeks to fill an immediate job vacancy.

(i) If an employee selected to fill a job vacancy has not been transitioned to his/her new job classification within six (6) weeks, the employee's straight-time hourly wage rate will be adjusted to the straight-time hourly wage rate including shift differential for his/her new job-classification, unless otherwise provided in the job posting.

(ii) If an employee selected to fill a job vacancy is held in his/her prior job classification more than six (6) weeks after being awarded the job vacancy, the employee will be considered to be temporarily transferred to his/her prior job classification, subject to the requirements and limitations of temporary transfers set forth in Article XIV of this Agreement.

Section 4. Team Leaders/Instructors. The Company will have the sole and unqualified right to select Team Leaders and Instructors from among the employees working in the Erie Plant without regard to seniority. Notice regarding new or vacant Team Leader/Instructor positions will be posted in the affected department and will not be subject to the posting procedures set forth in Sections 1, 2 and 3 of this Article.

(a) Plant managers will determine the number of Team Leaders/Instructors in their departments based upon the needs of the business.

(b) The duties and responsibilities of Team Leaders/Instructors may include the following:

- (i) Assisting in organizing, scheduling and assignment of work.
 - (ii) Instructing and training employees on applicable job skills, processes and work requirements.
 - (iii) Monitoring work flow and troubleshooting problems that negatively affect productivity or quality.
 - (iv) Identifying opportunities for improvement in safety, quality and productivity.
 - (v) Notifying supervision of work-related issues including but not limited to housekeeping issues, missing parts, drawing issues, maintenance concerns, work changes, or any other matters negatively affecting safety, quality or productivity.
 - (vi) The applicable Plant Manager shall have the right to modify the job responsibilities for Team Leaders/Instructors at the time based upon business needs. Any changes in the job responsibilities for Team leaders/Instructors will be communicated to the Union.
 - (vii) Team Leaders/Instructors will not have any authority to discipline bargaining unit employees or to adjust grievances on behalf of the Company. Further, Team Leaders/Instructors will not be required to approve timecards or maintain attendance or overtime records.
- (c) In making selections for Team Leader/Instructor roles, the following factors will be considered: (1) job knowledge, (2) skills, (3) ability, (4) training, (5) experience, (6) track record for quality, (7) interpersonal skills, (8) positive working relationship with management and co-workers, (9) communications skills, (10) problem-solving ability, (11) leadership, (12) disciplinary history, (13) attendance record, (14) safety record, and (15) seniority. If all of these factors are relatively equal, the most senior employee will be selected.
- (d) Employees selected as Team Leaders or Instructors will be paid a premium of one dollar (\$1.00) ~~two dollars (\$2.00)~~ per hour on all hours worked performing Team Leader or Instructor functions only.
- (e) Former GET employees who were performing Team Leader or Instructor functions at the time of the acquisition of the Erie Facility by Wabtec, who were paid a higher differential for performing such duties, will continue to receive the same differential while performing such duties.
- (f) Team Leaders/Instructors may be removed for any legitimate reason. Team Leaders/Instructors may resign at any time for any reason.

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

The Union Representing Erie Wabtec Workers



Union Proposal #10: Third Pass

Article XIV. TEMPORARY TRANSFERS

Section 1. Temporary Transfers. The Company may temporarily transfer an employee into a job classification that the employee is qualified to perform based on the needs of the business or to fill in for an employee who is on an approved leave of absence. An employee will be deemed to be qualified to perform the work of a different job classification if the employee ~~has held the classification on a permanent basis and can~~ **safely** perform the job with minimal training.

Section 2. Applicable Wage Rate. When an employee is temporarily transferred to a different job classification for a period exceeding one (1) hour, the employee will be paid for all time worked in the higher classification at the higher of: (a) the employee's regular straight-time hourly wage rate, (b) the straight-time hourly wage rate for the job classification to which the employee is assigned, or (c) the applicable premium rate if an overtime or double time premium applies.

Section 3. Shift Change. If a change in shift is required the company will follow the provisions outlined in Article XIII, Sections 2 and 3.

Section 4. Duration of Temporary Transfer.

(a) Absent exceptional circumstances, employees will not be temporarily transferred ~~out of their classification~~ for more than one hundred eighty (180) consecutive calendar days to cover for an employee on an approved leave of absence.

(b) Absent exceptional circumstances, employees will not be temporarily transferred ~~out of their classification~~ for more than ~~ninety (90)~~ one hundred twenty (120) consecutive calendar days for operational reasons.

(c) Employees shall not be temporarily transferred more than once during a calendar year.

(d) Temporary transfers will not be used to circumvent the job bidding procedures, recall or layoff procedures or hiring of new employees as set forth in this Agreement.

(e) Any employee affected by a Temporary Transfer will be issued a contact with a start date and an end date for the expected duration of the transfer. A copy of the contact will be provided to the employee's Chief Steward

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

The Union Representing Erie Wabtec Workers



Union Proposal #21: Second Pass

Article XXV. SAFETY

Section 1. Commitment to Safety. The Company and the Union recognize the utmost importance of health and safety at the Erie Plant. The Company and Union agree to work together during the term of the Agreement to provide and maintain a safe working environment for all employees working at the Plant, to cultivate an environment of behavior-based safety, and to comply with all federal, state and local safety laws and regulations.

Section 2. Safety Rules. During the term of this Agreement, the Company shall have the right to establish, modify and enforce reasonable safety rules provided that such rules are conspicuously posted at the Plant, **provided such rules do not violate any provisions of this agreement.**

(a) Safety rules will be communicated to employees through Safety Analysis for Employees (SAFE) bulletins.

(b) The Company will continue to make adequate provisions for the health and safety of employees at the Erie Plant, including but not limited to maintenance of all current safety programs, the Safety Steering Committee, the Safety Coordinators Program and the Operation Prevention Program.

(c) It shall be a condition of employment that all employees comply with applicable safety rules. ~~At the Company's option,~~ **An employee who commits a first violation of applicable safety rules not categorized as a Major Work Rule violation may will be provided safety training through the Operation Prevention Program in lieu of disciplinary action in accordance with Article XXI, Section 4(b).**

Section 3. Personal Protective Equipment. The Company will continue to provide safety devices, guards and personal protective equipment to minimize accidents and health hazards on its premises

(a) Employees will be required to wear protective footwear (steel-toed boots) in accordance with the requirements of the standards promulgated by the Occupational Safety and Health Administration (OSHA).

(i) Employees who are required to wear safety shoes with metatarsal protection will be reimbursed up to a maximum of ~~\$150 \$200~~ **\$175** each calendar year for the purchase of protective footwear. Reimbursements may not be carried over from year to year.

(ii) Employees who are not required to wear safety shoes with metatarsal protection will be reimbursed up to a maximum of ~~\$100 \$150~~ **\$125** each calendar year for the purchase of protective footwear. Reimbursements may not be carried over from year to year.

(iii) The Company will provide reimbursement only if the purchase is approved in advance, and the employee must provide adequate documentation of the purchase.

(b) Employees will also be required to utilize personal protective equipment, including but not limited to hard hats, eye protection, ear protection and other personal protective equipment provided by the Company.

(c) Employees will be eligible to receive one pair of prescription safety glasses per calendar year. The Company may select vendor(s) for such safety glasses at its discretion and shall have the sole right to select the style(s) of safety glasses that it will make available to employees. Non-prescription safety glasses (including cheater lenses) will be made available to all employees at the Erie Plant.

Section 4. Workplace Injuries. When an employee is injured during his/her shift, and requires medical treatment beyond first aid or the scope of medically qualified personnel at the plant, the employee will be promptly transported to nearby medical facilities. The employee will be paid for his/her complete shift.

Section 5. Safety Inspections. A representative of the Union will be given an opportunity to accompany an Occupational Safety and Health Administration Compliance Safety and Health Officer during any physical inspection of the Erie Plant for the purpose of aiding such inspection.

Section 6. Hazard Pay. ~~Employees will be entitled to hazard pay one dollar (\$1.00) per hour in addition to their regular wage for all hours worked when they are deemed to be essential workers.~~

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



The Union Representing Erie Wabtec Workers

Union Proposal #27: Third Pass

Article XIX. EMPLOYEE BENEFITS

Section 1. Welfare Plans. – The Company shall provide the Union with a complete set of Plan Documents for Group Medical, Prescription Drugs, Dental, Vision, Flexible Spending Accounts, Health Care Savings Accounts, Employee Assistance Program, all Life Insurance Programs, Short Term Disability, Long Term Disability. All such Plan Documents shall be presented to the Union within fourteen (14) days of ratification of this Agreement.

(a) Group Medical Plan. Employees will be eligible to participate in Wabtec's group medical benefits plan ("Medical Plan") outlined in Appendix D, subject to the terms and conditions set forth in the applicable plan documents.

(i) The Medical Plan design and schedules of deductibles and co-payments set forth in Appendix D will not be modified by the Company during the term of the Agreement. Effective January 1, 2020, the Medical Plan will be modified to provide that the maximum deductible for an employee and his/her dependents under the Medical Plan will not exceed two times (2X) the annual deductible for an individual under the plan design selected by the employee.

(ii) Employees who elect coverage under the Medical Plan will be required to pay the employee contributions for their selected plan design and coverage tier, as outlined in Appendix D. Employees hired after the effective date of this Agreement who are on the wage progression schedule set forth in Appendix C will pay eighty percent (80%) of the total employee contribution amount during the term of the Agreement.

(iii) Employee contributions for health care, vision, and dental care will not be increased for the life of this Agreement. ~~prior to January 1, 2022. Employee contributions increases for health care, vision, and dental care on or after January 1, 2022 shall not exceed four percent (4%) of the contribution in effect for each plan during the previous year. Increased employee contributions for health care, vision, and dental care on or after January 1, 2023 shall not exceed 4% on the contribution in effect for health care, vision, and dental care during the previous year.~~

(b) Opting out. Employees who opt out of the group Medical Plan, excluding vision and dental coverage, will receive a payment of three thousand dollars (\$3000.00) annually.

(c) Prescription Drugs. Employees will be eligible to participate in Wabtec's prescription drug benefits plan ("RX Plan"), subject to the terms and conditions set forth in the applicable plan documents.

(d) Dental. Employees will be eligible to participate in Wabtec's group dental benefits plan, subject to the terms and conditions set forth in the applicable plan documents. Employees who elect dental coverage will be required to pay the employee contributions in Appendix D for their dental coverage tier. The current dental plan design and deductible co-payment structure will not be modified by the Company during the term of this Agreement.

(e) Vision. Employees will be eligible to participate in Wabtec's group vision benefits plan, subject to the terms and conditions set forth in the applicable plan documents. Employees who elect vision coverage will be required to pay the employee contributions in Appendix D for their vision coverage. The current vision plan design and deductible co-payment structure will not be modified during the term of this Agreement.

(f) Flexible Spending Accounts. Employees will be eligible to participate in Wabtec's flexible spending benefits plan (Health Care Flexible Spending Account, Limited Purpose Flexible Spending Account and Dependent Care Flexible Spending Account), subject to the terms and conditions set forth in the applicable plan documents.

(g) Health Care Savings Account. Employees who elect the High Deductible Health Plan (HDHP) will be eligible to participate in Wabtec's Health Care Savings Account plan, subject to the terms and conditions set forth in the applicable plan documents.

(h) Employee Assistance Program. Employees will be eligible to participate in Wabtec's employee assistance plan (EAP), subject to the terms and conditions set forth in the applicable plan documents. Wabtec will provide coverage for up to five (5) EAP counseling sessions at no cost to the employee.

(i) Pre-Tax Payroll Deductions. Eligible employees will be eligible to pay medical, dental, and vision premiums and to contribute to flexible spending accounts on a pre-tax basis.

Section 2. Life Insurance. Employees will be eligible to participate in Wabtec's basic, supplemental and dependent life insurance plans through Lincoln Financial, subject to the terms and conditions set forth in the applicable plan documents. Employees will be eligible for a death benefit equal to one and one-half (1½) times their eligible compensation, as defined in the life insurance plan, at no cost. Employees may elect voluntary supplemental and dependent life insurance benefits at group rates.

Section 3. Accidental Death and Dismemberment ("AD&D"). Employees will be eligible to participate in Wabtec's basic and supplemental AD&D insurance plan through Chubb Insurance, subject to the terms and conditions set forth in the applicable plan documents and/or

insurance policies. Employees will be eligible for an accidental death benefit equal to one and one-half (1½) times their eligible compensation, as defined in AD&D Plan the at no cost. Employees may elect voluntary supplemental and dependent AD&D coverage at group rates.

Section 4. Disability Plans.

(a) Short Term Disability (“STD”). Employees will be eligible for Wabtec’s hourly STD plan with a weekly benefit equal to sixty percent (60%) of the employees’ eligible weekly compensation up to a maximum of ~~\$1400~~ **\$1200** per week, subject to the terms and conditions of the Company’s STD policy. Employees receiving STD benefits will not be required to make employee contributions for their coverage under the Medical Plan, Dental Plan or Vision Plan during the period the employee is receiving STD benefits. but will be required to reimburse the Company for fifty percent (50%) of the employee contributions for coverage under these plans once the employee returns to active employment. Reimbursements will paid by payroll deductions over a period not to exceed twelve (12) months after the employee returns to active employment.

(b) Long Term Disability (“LTD”). Employees will be eligible to purchase coverage under Wabtec’s group voluntary LTD plan through Lincoln Financial at group rates, subject to the terms and conditions set forth in the applicable plan documents and/or insurance policies.

Section 5. Retirement (401(k)) Plan. Employees will be eligible to participate in a 401(k)-retirement plan sponsored by Wabtec which provides Company matching and non-elective contributions subject to the terms and conditions set forth in the applicable plan documents.

(a) The Company will annually contribute three percent (3%) of each employee’s eligible compensation (as defined in the 401K plan) to his 401(k)-retirement plan account, regardless of whether the employee makes any voluntary contributions.

(b) If an employee makes voluntary contributions to the 401K plan through periodic payroll deductions, the Company will match the amount of the employee’s contribution dollar for dollar up to a maximum of ~~three percent (3%)~~ five percent (5%) of the employee’s eligible compensation, as defined in the 401K Plan.

Section 6. Administration. During the term of this Agreement, the Company reserves the right to change third party administrators or insurance carriers under Company-sponsored group benefit plans, as long as such modification does not modify the plan design or reduce the benefits available to participating employees.

Section 7. Optional Benefits. If the Company offers additional optional benefits during the term of this Agreement, the Company will offer such optional benefits to bargaining unit employees under the same terms and conditions such benefits are offered to other Wabtec employees.

Section 8. Plan Documents Govern. The extent of coverage under all benefit programs and other benefit plans referred to in this Agreement, will be governed by the terms

and conditions set forth in applicable insurance policies and/or plan documents, and such benefit programs may be modified or amended by the plan sponsor from time to time in accordance with the terms of the applicable plan documents, subject to the terms, conditions and limitations outlined in this Article. However, such changes to plan documents shall not diminish benefits or employee/dependent access to those benefits. ~~If the Company choose to offer additional benefits during the term of this Agreement, the Company shall notify the Union 60 days in advance and the Union shall have the option to add such benefit programs to the applicable insurance plan.~~ Any questions or disputes concerning any benefit programs will be resolved in accordance with the terms and conditions set forth in the applicable insurance policies or plan documents and will not be subject to the grievance procedures set forth in Article XXII of this Agreement.

Section 9. Claims For Unpaid Benefits. The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated will not result in any liability to the Company, nor shall such failure be considered a breach by the Company of any obligation undertaken under this or any other Agreement. However, nothing in this Agreement will be construed to relieve any insurance carrier(s) or plan administrator(s) from any liability it may have to the Company, bargaining unit employees or beneficiaries of bargaining unit employees.

Section 10. Annual Contribution. ~~Beginning in 2020,~~ Effective January 1, 2024, the Company will provide any employee who elects coverage under the Wabtec Medical Plan with an annual contribution to a Health Reimbursement Arrangement (HRA) or Health Savings Account (HSA). The annual contribution will be as set forth below and will be available at the beginning of the applicable plan (calendar) year. Any unused balance in the HRA may be carried forward to the following plan year.

Annual Wages	HRA Contribution (employees who elect PPO)	HSA Contribution (employees that elect HDHP)
Employee Only	<u>\$1500</u>	<u>\$1500</u>
\$0-\$37,499	\$1,100	\$1,100
\$37,500-\$49,999	\$950	\$950
\$50,000-\$74,999	<u>\$725</u>	<u>\$725</u>
\$75,000 and over	<u>\$325</u>	<u>\$325</u>
Dependent Tiers	<u>\$2500</u>	<u>\$3000</u>
\$0-\$37,499	\$2,400	\$2,400
\$37,500-\$49,999	\$1,925	\$1,925
\$50,000-\$74,999	<u>\$1,250</u>	<u>\$1,250</u>
\$75,000 and over	<u>\$375</u>	<u>\$375</u>

~~For purposes of determining the amount of the HRA/HSA contribution, an employee's annual wages will be determined by multiplying his/her base wage rate by 2080.~~

Section 11. Application of Company HRA/HSA contribution for newly hired or recalled employees.

(a) For persons newly hired or recalled in the 1st Quarter of the plan year: 100% of the applicable amount listed in Section 9 of this Article.

(b) For persons newly hired or recalled in the 2nd Quarter of the plan year: prorated at 75% of the applicable amount listed in Section 9 of this Article.

(c) For persons newly hired or recalled in the 3rd Quarter of the plan year: prorated at 50% of the applicable amount listed in Section 9 of this Article.

(d) For persons newly hired or recalled in the 4th Quarter of the plan year: prorated at 25% of the applicable amount listed in Section 9 of this Article.

Section 12. Hearing Aids. Employees are eligible to receive up to \$3,000 per ear towards the purchase of hearing aid(s) each year, subject to an invoice.

Section 13. Protected Benefits. Wabtec shall provide all basic insurances described above ~~provided the employee pays his/her share of the cost~~ including employees share of the cost for ~~twenty-six (26)~~ fifty-two (52) weeks after an employee is separated for any of the following reasons:

(a) Layoff for lack of work or due to the transfer of work, plant closing or subcontracting;

(b) During a period in which an employee is receiving short-term/long-term disability

(c) During a company approved leave of absence;

(d) During a period in which an employee has suffered an occupational injury or illness and is entitled to Worker's Compensation;

(e) During a period in which the employee is on a leave of absence under the Family and Medical Leave Act (FMLA).

Section 14. Survivors Benefits. Surviving spouses/families of bargaining unit employees who dies while actively employed by the company will be eligible for survivor benefits under Wabtec's Survivor Benefit Policy.

Section 15. Tuition Reimbursement. To assist in furthering employees' education, the Company will offer reimbursement up to \$8,000.00 dollars per year for tuition and related academic fees for active employees and those who have retained recall rights in accordance with Article XI Section 1 (f). Employees will be eligible for tuition reimbursement in accordance with the terms, conditions and limitations set forth in Wabtec's Tuition Reimbursement Policy.

Section 16. Retiree Benefits.

(a) Each former GET employee employed as of the Closing Date who accepts an offer of employment from Wabtec employee will receive a one-time, non-elective Company contribution to his/her 401(k) Plan account, which will be calculated as three percent (3%) of the employee's 2023 compensation. as that term is defined in the Wabtec Savings Plan. ~~Provided the employee is employed by the Company on December 31, 2019, the employee's 2020 compensation will be annualized. The one-time contribution will be paid to employees during the first quarter of 2020. as follows:~~

Group	One-Time Payment
Employees who were eligible participants in GE's pension plan	10% of 2019 compensation
Employees who were not eligible to participate in GE's pension plan	.5% of 2019 compensation

(b) ~~Wabtec shall provide all basic insurances described above provided the retiree pays his/her share of the cost for all employees who retire at age 59 1/2 or later until the retiree and their spouse reaches age 65.~~ For employees who retire at age 59 1/2 or later with 15 years or more of seniority, Wabtec shall make a onetime contribution at time of retirement equal to \$500 per month through the year/month in which the retiree reaches age 65. Such contribution shall be put into the employees 401(k) plan, subject to the limits under 401 (k) retirement plan and applicable law. Any amount in excess of such limits shall be paid pursuant to this Section 16 shall not be considered earnings for purpose of Company matching pursuant to the 401 (k) plan and Section 5 of this Article.