

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



Union Proposal #19: Third 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. **Any dispute arising from these changes will be subject to the grievance process as defined by this agreement.**

(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>10%</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>5%</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.

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



Union Proposal #26: Second Pass

Article XVI. SHIFT DIFFERENTIALS

Section 1. For purposes of shift differential eligibility, second and third shifts shall be any shifts of eight (8) hours or more in length commencing between 12:00 PM and 3:30 AM. In certain cases, starting time for a recognized second shift may be earlier by mutual agreement between the Union and the Company. Employees who are regularly assigned to second or third shift will receive shift differential for all hours worked including but not limited to all hours worked during first shift, overtime, weekends and temporary transfer.

Section 2. There will be a **one dollar (\$1.00)** ~~two dollar (\$2.00)~~ per hour premium paid to employees who are assigned to work the second and third shifts. For purposes of shift differential eligibility, second and third shifts shall be any shifts of eight (8) hours or more in length commencing between 12:00 PM and 3:30 AM.

Section 3. Former GET employees who were eligible to receive a ten percent (10%) shift premium immediately prior to the acquisition of the Erie Plant by the Company will continue to be paid the ten percent (10%) shift differential whenever they are working on the second or third shift. Employees hired after the Effective Date of this Agreement will not be eligible for the ten percent (10%) shift differential.

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Union Proposal #14: Third Pass

Article XXIII. LEAVES OF ABSENCE

Section 1. Personal Leave. In situations where other types of leave are not available, employees may be granted a leave of absence for personal matters if it is determined that an extended period of time away from the job will be in the best interests of the employee and the Company. Any full-time employee may request a personal leave of absence. Such personal leaves are unpaid and range from one (1) week to three (3) months.

(a) Requests for a personal leave should be submitted in writing to the Human Resources Department. The Company retains full discretion in determining whether or not to grant a request for a personal leave. The Company will consider business needs and the seriousness of the matter prompting the request. Personal Leaves will not be granted unless exceptional circumstances exist.

(b) A personal leave of absence must be approved in writing. An employee who is granted a personal leave is not assured his/her same job classification at the end of the leave and benefits may be affected. For more information on how benefits may be affected, employees should discuss this matter with the Human Resources Department. Any personal leave of absence will be terminated immediately if the employee performs any work for another employer or fails to return to work by the agreed upon return date or obtain an extension of the leave.

Section 2. Medical Leave.

(a) Family and Medical Leave. Employees who have been employed with the Company for at least twelve (12) months and worked at least one thousand two hundred fifty (1,250) hours in the twelve (12) months prior to starting leave shall be eligible for up to twelve (12) weeks of unpaid leave for the birth or adoption of a child, or the serious health condition of the employee, the employee's child, spouse or parent, in accordance with the provisions of the Family and Medical Leave Act ("FMLA"). Periods of employment and hours of service with GET will be counted for purposes of determining employee eligibility for FMLA leave.

(i) FMLA leave shall run concurrently with any other leave to which the employee is entitled.

(ii) Employees who are on approved FMLA leaves of absence for non-occupational illnesses or injuries and are receiving short-term disability benefits from the Company will not be required to utilize accrued vacation during their approved FMLA leaves of absence but will be required to use other paid leave benefits earned in the current calendar year in which the leave started (e.g., personal days) for any lost work days that are not covered by short-term disability benefits. At the employee's request they shall be allowed to utilize any additional available paid time off to cover unpaid absences.

(iii) Employees who are on approved FMLA leaves of absence for any reason other than their own occupational or non-occupational illness or injury will be required to utilize any paid personal days earned in the calendar year the leave started during the period of their FMLA leaves of absence. At the employee's request they shall be allowed to utilize any additional available paid time off to cover unpaid absences.

(iv) Twenty-six (26) weeks of unpaid military family leave shall be provided to eligible employees to care for a covered service member.

(v) Employees who need to take FMLA leave should contact the Human Resources Department for instructions on how to apply.

(b) Medical Leaves of Absence (Not Covered By the FMLA). Employees who are unable to work due to physical or mental disability and who are not eligible for leave under the FMLA, or who have exhausted their annual FMLA leave allotment, will be entitled to an unpaid Medical Leave of Absence for up to twelve (12) months. Time spent on FMLA leave will be counted towards determining whether the twelve (12) month allotment has been exhausted, and under no circumstances will an employee's cumulative period of medical leave exceed twelve (12) months.

(i) Medical Leaves of Absence will begin on the first day of absence.

(ii) An employee with compelling medical circumstances may request medical leave on an intermittent basis, provided that the employee provides a certification that intermittent leave is medically necessary due to an employee's medical condition.

- (iii) Employees taking medical leave will be entitled to reinstatement only to the extent required by law. If the employee is able to return to work prior to the exhaustion of the Medical Leave of Absence, he or she may be returned to his or her previous position if it is vacant, or may be placed in some other position of equal or lesser compensation for which he or she is qualified and in which there exists a vacancy.
- (iv) Any employee who is unable to perform the essential functions of his/her job classification due to physical or mental disability or who would pose a direct threat to himself/herself or others will be returned to work only if such disability can be reasonably accommodated in accordance with applicable law.
- (v) If the employee is not returned to active employment, he or she will be continued on Medical Leave of Absence status until he or she is returned to active-duty status or his or her leave of absence expires, whichever occurs sooner.
- (vi) If an employee is not cleared to return to work by their medical provider after the twelve (12) month period or they are cleared to return by their medical provider but not cleared to return by the Company Medical Center after the Twelve-month period, the employee will be placed on layoff until they are cleared to return and a position becomes available or their five (5) year recall rights have expired.
- (vii) An employee desiring to return to work from a Medical Leave of Absence should notify the Company in writing at least ten (10) days prior to his or her desired date of return. Unless prohibited by law, any employee who has not been reinstated within twelve (12) months following the commencement of a medical leave of absence shall be terminated unless otherwise specified in (vi) of this Section. Such a discharge will not affect the employee's eligibility to be considered for hire as a new employee at some future time.

Section 3. Bereavement Leave. An employee who is absent from work solely because of the death (~~including the settling of the estate or any other related legal matters~~) and funeral of his/her or her spouse, child, stepchild, stepbrother, stepsister, foster child (if living in the employee's home), grandchild, step grandchild, son-in-law, daughter-in-law, parent, stepparent, grandparent, **great-grandparent**, step grandparent, grandparent-in-law, **great-grandparent-in-law**, brother, brother-in-law (**incl. spouse**), sister, sister-in-law (**incl. spouse**), mother-in-law, father-in-law, or legal guardian will be compensated, on the basis of his/her average straight-time earnings, for the time lost by him/her from his/her regular schedule by reason of such absence, for three (3) days for each such absence and up to eight (8) hours per day.

- (a) In the event of death of the employee's spouse, child, parent or stepparent, stepchild, foster child, grandchild or legal guardian, an additional two (2) days paid absence (up to eight (8) hours per day) shall be allowed.

(b) **Employees must provide proof of the death to the Human Resources Department in order to receive paid bereavement leave.**

(c) **Employees eligible for Bereavement leave under this section may request their bereavement days on a non-consecutive order for purposes of settling the estate of the deceased relative or other related legal matters. Employees must provide seven (7) days' notice to utilize paid bereavement days for this purpose.**

(d) Upon request, unpaid time in addition to paid bereavement leave may be granted by the Human Resources Department.

Section 4. Jury Duty/Subpoena. Employees will be excused from work when summoned for jury duty or are subpoenaed to court subject to the following requirements:

(a) Upon receiving a summons, an employee summoned for jury duty must, on the next day the employee is working, show the summons to his/her supervisor.

(b) For each day that an employee is scheduled to work, the employee must provide proof of jury service by submitting documentation from the court showing the number of hours of service. This documentation should be submitted to the Human Resources Department.

(c) When not assigned to jury duty, an employee must inform his/her supervisor and return to work according to his/her work schedule. Employees are expected to report to work on any scheduled work days if the court is not in session or if the court recesses or excuses the employee early, unless the employee's jury duty exceeds three (3) hours for the day in question. Following the completion of jury duty, an employee is required to work on his/her first regularly scheduled work day.

(d) If an employee summoned for jury duty is working second or third shift during hours preceding those in which court is held, the employee will be excused from work for the shift immediately preceding the employee's first day of jury service. After the first day of jury service, when the employee's responsibility for jury duty exceeds three (3) hours during a day, then such person shall be excused from his/her next scheduled work shift occurring within twenty-four (24) hours of that day of jury service.

(e) Employees who serve time on jury duty that prevents them from working their regular work schedules will be paid the difference between their jury pay and their regular straight-time hourly rate for eight (8) hours, less their earnings for any hours they worked for the Company on such days.

(f) Employees who lose time from work because of their appearance in court pursuant to a proper subpoena, except when they are either a plaintiff or defendant, will be paid in accordance with (e) of this Section. If they are subpoenaed as either a plaintiff or defendant, they will be granted approved unpaid time off.

Section 5. Military Leave. Military leaves of absence will be granted to members of the uniformed services in accordance with applicable law. Appropriate notice is required to be provided to the Company prior to the necessary leave. An employee who completes a military leave of absence will be reinstated to his/her previous or similar job in accordance with state and federal law.

(a) An employee with thirty (30) days or more of service attending annual encampments of or training duty in the United States Armed Forces, State or National Guard or U.S. Armed Forces Reserves shall be granted a military pay differential, computed as set forth below, for a period of up to twenty-one (21) days of such annual military service, during each calendar year.

(b) An employee who does not exhaust the twenty-one (21) calendar day period during the calendar year for his annual encampment or training duty and who is required during the same calendar year to attend a weekend period of training shall be granted a military pay differential provided that the twenty-one (21) calendar day period of military service in the same calendar year is not exceeded.

(c) Military pay differential will be the amount by which the employee's normal straight-time wages or salary, calculated on the basis of a workweek up to a maximum of forty (40) hours, which the employee has lost by virtue of such absence, exceeds any pay received for such absence from the federal or state government, recalculated to exclude the Government pay applicable to Saturdays and Sundays. Saturdays and Sundays will be counted in computing the twenty-one (21) period, except in situations where the employee receives military pay differential for weekend training.

(d) Such items as subsistence, rental and travel allowance will not be included in determining pay received from the government.

(e) Employees will be permitted to take a vacation and attend a military encampment at separate times and be granted both a vacation pay allowance and a military pay differential. However, an employee may not receive a vacation pay allowance and a military pay differential for the same period. An employee may, however, receive a military pay differential for the period, if any, by which the time spent in such encampment exceeds such vacation, but not exceeding the maximums specified above.

(f) An employee who has less than thirty (30) days of service with the Company may be absent for the reasons and periods set forth in this Article but will not be eligible for the military pay differential.

(g) An employee who is called out by the National Guard or the U.S. Reserves to perform temporary emergency duty (other than duty under an order by the President or Congress activating members or units of the Reserves or National Guard) due to a fire, flood or domestic civil disturbance, or other such disaster will be paid a military pay differential calculated as described above, for the pay lost by reason of such emergency duty, for a period not to exceed eight (8) weeks in any calendar year.

Section 6. Voting Leave. If an employee is eligible to vote in an election, the employee may be excused from work, without loss of wages or benefits, on the day of the election for a reasonable period of time (not to exceed four (4) hours) necessary to vote during the time the polls are open in the county where the team member is a resident, subject to the following conditions:

- (a) An employee must make an application for such absence to his/her supervisor before twelve o'clock (12:00) noon of the day before the election.
- (b) The Company may specify the hours of the absence.
- (c) If the employee's work period begins three (3) or more hours after the opening of the polls or ends three (3) or more hours before the closing of the polls, the employee may not be permitted to take time off to vote.