

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

*The Union Representing Erie Wabtec Workers*



Union Proposal #19:

## **Article XXVIII. INCOME EXTENSION AID (IEA)**

Section 1. Supplemental Unemployment Compensation. During periods of layoff during which an employee is eligible for and receiving unemployment compensation under applicable law, an eligible employee may elect to receive an IEA benefit in an amount equal to the difference between seventy-five percent (75%) of the employee's Weekly Pay (as defined in Section 3 of this Article) and the amount of unemployment compensation benefits received during the applicable work week.

(a) An IEA payment for supplemental unemployment compensation will be made only if the employee has applied for, and received unemployment compensation benefits during the applicable week, and only if the employee has provided the Company with satisfactory proof of the total amount of such unemployment compensation benefits received for the applicable week.

(b) IEA supplemental unemployment compensation benefits will be paid until the employee is no longer receiving unemployment compensation or has exhausted his/her entire IEA Eligibility Amount calculated in accordance with Section 5 of this Article, whichever occurs first.

(c) In the event that an employee seeking supplemental unemployment compensation benefits under this Article is denied unemployment compensation payment in whole or in part, for any of the following reasons, the employee shall be entitled to a weekly IEA benefit as though there had been no such unemployment compensation disqualification:

(i) Due to a disability arising more than thirty-one (31) days following layoff rendering the employee unable to work.

(ii) Due to the receipt of public or private retirement income.

(iii) Because of insufficient earnings to establish unemployment compensation eligibility.

(iv) Because unemployment compensation benefits have been exhausted for the base year.

(v) Because an employee's weekly earning exceeds the maximum amount allowable for unemployment eligibility but is less than a regular forty (40) hour work week due to a lack of work.

Section 2. Layoff Benefit. If a laid off employee has exhausted his/her unemployment compensation benefits under applicable law, the employee will be eligible for a weekly IEA Layoff Benefit equal to seventy-five percent (75%) of his Weekly Pay (as defined in Section 3 below).

(a) An eligible employee will be permitted to receive IEA Layoff Benefits during periods of layoff during which the employee is attending a recognized trade or professional school or training course, attendance at which makes him ineligible for unemployment compensation benefits.

(b) IEA Layoff Benefits will be paid until the employee has exhausted his/her entire IEA Eligibility Amount calculated in accordance with Section 5(a) of this Article.

(c) After one (1) year on layoff, or upon loss of seniority due to voluntary retirement (after reaching 59 years of age), any remaining balance of the laid off employee's IEA Eligibility Amount will be paid to the employee in a lump sum.

(d) In the event that an employee elects to take time off without pay during a scheduled shutdown, as provided in Article XVI, Section 2 of this Agreement, the employee will not be eligible for IEA during the period of the shutdown.

Section 3. Lump-Sum Option. An eligible employee may, with the approval of the Company, elect to receive his/her entire IEA Eligibility Amount (and any accrued vacation or other accrued amounts due) in a lump sum. Acceptance of a lump sum payment will result in a loss of seniority under Article VIII, Section 3(b) of this Agreement and terminate his/her employment with the Company.

Section 4. Continuation of Benefits. ~~Employees on an approved leave of absence will be permitted to continue coverage under the Company's Medical Plan, Dental Plan, and Vision Plan without paying the regular employee contribution for such coverages. Those employees 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 be paid by payroll deductions over a period not to exceed twelve (12) months after the employee returns to active employment.~~ The Company shall only deduct Federal income tax, Medicare, and Social Security from IEA checks remitted to employees.

Section 5. Seniority Rights. Receipt of IEA payments under this Article, other than in a lump sum under Section 3 of this Article, will not affect an employee's previously accumulated service or recall rights.

Section 6. Computation of Income Extension Aid (IEA).

(a) IEA Eligibility Amount. An employee who has completed his/her probationary period will be eligible for a gross IEA benefit in an amount equal to one (1)

Week of pay for each full year of continuous service plus one-fourth (1/4) of a Week for each additional three (3) months of continuous service at the time of layoff.

(b) Minimum IEA Benefit. The minimum IEA Eligibility Amount for any eligible employee will be Four (4) Weeks.

(c) Restoration of IEA Eligibility Amount. If a laid off employee receives IEA benefits under this Article, and is subsequently recalled from layoff (and resumes active employment in the Erie Plant ~~for at least thirty (30) days~~), the full amount of the employee's IEA Eligibility Amount calculated under this Section will be available to the employee in the event of a future layoff. Recalled employees will not be required to repay any IEA benefits paid to the employees during periods of layoff.

(d) Week; Defined. For purposes of calculating IEA Eligibility Amount under this Article, a "Week" will be calculated as forty (40) hours times the employee's straight-time hourly wage rate plus shift premium, if applicable.

(e) Weekly Pay; Defined. For purposes of calculating the weekly IEA benefit payable to an eligible employee under this Article, "Weekly Pay" will be calculated as forty (40) hours times the employee's straight-time hourly wage rate plus shift premium, if applicable.



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

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Union Proposal #20:

## **Article XXVII. SEVERANCE ALLOWANCE**

Section 1. Plant Closing Notice. Whenever the Company decides to close a plant, the Company shall provide at least sixty (60) days' written notice of its decision to the Union and the affected employees. As the Company, in the course of such plant closing, no longer has need for the work then being done by an employee, his/her employment by the Company may be terminated, subject to compliance with the provisions of this Article. Each employee shall be given at least one week's advance notice of the specific date of his/her termination.

Section 2. Bargaining. As required by law, upon request, the Company will negotiate with the Union regarding the decision to close the plant and the effects of such closure on bargaining unit employees.

Section 3. Eligibility. If the Company closes the Erie Plant during the term of this Agreement, any employees who are terminated from employment as a result of the plant closure will be eligible for a Severance Allowance as follows:

(a) To be eligible for a Severance Allowance, the terminated employee must have accumulated one (1) or more years of continuous service with the Company as computed in accordance with Article VIII (Seniority) of this Agreement.

(b) Employees on a Company-approved leave of absence will be eligible for a Severance Allowance.

(c) Employees that have been permanently laid off from the company within the 18-month period prior to notification will be eligible for a severance allowance. Any payments received under Article XXVIII will be deducted from the Severance Allowance to which the employee may be entitled under this Article.

(d) An employee who is otherwise eligible for a Severance Allowance under Section 1(a) of this Agreement who retires, resigns or is discharged for cause prior to his/her last day of work as determined by the Company will be ineligible for a Severance Allowance.

(e) Any employee whose employment is terminated pursuant to the provisions of this Section 1 will lose all seniority for all purposes and will cease to be connected in any way to the Company. Should such individual later be re-employed by the Company, the individual will be considered a new employee without seniority or benefit of previous service with the Company.

(f) Employees affected by a plant closing may request that their date of termination from employment be accelerated so that they may accept alternative employment. Such requests will be given due consideration and will be denied only for legitimate business reasons.

Section 4. Severance Allowance; Amount. An eligible employee will receive a Severance Allowance based upon his/her seniority with the Company as follows:

| Seniority   | Weeks of Severance Allowance  |
|---|---|
| Less than one year of Seniority   | No Severance Allowance  |
| One or more years of Seniority but less than five (5) years of seniority      | One week for each completed year of service with the Company.<br><br>Employees who are eligible for a Severance Allowance will be eligible for a minimum Severance Allowance of four (4) weeks. |
| Five (5) or more years of Seniority but less than ten (10) years of Seniority | One and one-half weeks for each completed year of service with the Company.   |
| Ten (10) or more years of Seniority   | Two weeks per year of service.  |

Section 5. Calculation. A week's Severance Allowance will be paid at forty (40) hours per week at the affected employee's straight-time hourly wage rate, plus any applicable shift differential.

Section 6. Payment. Payment of a Severance Allowance will be paid in a lump sum.

Section 7. Non-Duplication. Severance Allowance will be the exclusive payment for employees affected by a plant closure.

(a) If an affected employee is or shall become eligible for any discharge, liquidation, severance or dismissal allowance or payment of a similar kind by reason of any law, state or federal, the total amount of such payments will be deducted from the Severance Allowance to which the employee may be entitled under this Article, or any payment made by the Company under this Article may be offset against such payments.

(b) Employees who are eligible for and receive a Severance Allowance also will be paid the difference between his/her total annual vacation eligibility less the amount of vacation he/she used in the current vacation year pursuant to Article XVII.

(c) Statutory unemployment compensation payments are excluded from the non-duplication provisions under this Section.

(d) The receipt of severance pay will not affect any vested rights the employee may have under any Company-sponsored Retirement Plan.

Section 8. Employment Assistance Plan. To assist employees adversely affected by a plant closing to find new jobs and to learn new skills, the Company will establish an Employment Assistance Program following the announcement of a decision to close the plant. The Employment Assistance Program will include job placement assistance and education and retraining assistance.

Section 9. Protected Benefit. Wabtec shall provide all basic insurances described In Article XIX of this agreement for fifty-two (52) weeks after the employee is separated at no cost to the employee.

Section 10. Closing Agreement. Because the circumstances of a plant closing can vary in terms of the impact on employment, location and timing, as well as other considerations, the Company and the Union may negotiate an agreement covering the plant closing termination procedure for employees affected by the plant closing. Any such agreement shall be in writing and approved by the Company and the Union.



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Union Proposal #21:

## **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 ~~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 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 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.