

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

The Union Representing Erie Wabtec Workers



Union Proposal #22:

Article XVIII. HOLIDAYS

Section 1. Holidays. An employee who has completed 30 days of his/her probationary period shall be paid his/her regular hourly wage rate for eight (8) hours at his/her regular straight-time hourly pay rate for each of the thirteen (13) holidays listed below:

New Year's Day.
Martin Luther King's Birthday.
Good Friday.
Memorial Day.
Independence Day.
Labor Day.
Veteran's Day.
Thanksgiving.
Day after Thanksgiving.
Christmas Eve.
Christmas Day.
New Year's Eve.
Floating Holiday

Section 2. Holiday Observance. Unless Saturday or Sunday are regularly scheduled work days in the employee's plant or department, holidays that fall on a Saturday will be observed on the preceding Friday, and holidays that fall on a Sunday will be observed on the following Monday.

Section 3. Floating Holiday. Employee may utilize their Floating Holiday at any time during the calendar year with management approval. Management approval will not be unreasonably denied.

Section 4. Holiday Pay. To receive holiday pay, an employee must work the scheduled shift prior to and the scheduled shift following the observed holiday. An employee who leaves work more than two (2) hours before the end of his/her shift the last scheduled day before the holiday or reports to work more than two (2) hours after the start of his/her shift the scheduled day following the holiday will not receive holiday pay, unless the employee is approved in advance by management to use vacation or personal illness pay to cover the hours not worked. Employees on an unpaid leave of absence (including personal leave, STD and FMLA), jury duty, bereavement leave or military leave that worked in the month in which the holiday occurred will receive holiday pay.

Section 5. Work on Scheduled Holidays. Employees who work on a scheduled, observed holiday will be paid, in addition to holiday pay, one and one half (1½) times the employee's regular straight-time hourly wage rate for all hours worked on the observed holiday.

Section 6. Holiday in Vacation Period. In the event that a holiday falls during an employee's vacation, the employee will be paid holiday pay and not required to use vacation for the Company-recognized paid holiday.

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Union Proposal #23:

Article XVII. VACATIONS

Section 1. Vacation Accrual.

(a) The vacation period for all employees at the Erie Plant will be January 1 through December 31 each calendar year.

(b) Former GET employees will begin their employment with the Company at the same amount of vacation 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 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). Further, employees previously employed by GET will retain any vacation that is accrued but remains unused as of the Closing Date.

(c) All employees will accumulate vacation during the vacation year at a rate of one-twelfth (1/12) of their annual vacation eligibility for any month the employee is on the active payroll and works any time during that month, or while on short term layoff.

(d) No employee shall earn vacation while on an approved leave unless as otherwise outlined in Article IV Section 5. However, if an employee on leave returns directly to active status during the same calendar year, the employee will receive credit for vacation they would have earned as if no leave had been taken during the calendar year the leave terminates.

(e) An employee will have the next higher level of vacation hours available at the start of the vacation year in which his/her fifth (5th), tenth (10th), sixteenth (16th) and thirtieth (30th) twenty-fifth (25th) anniversaries are achieved.

(f) ~~Former GET employees actively employed by GET immediately prior to the Closing Date 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) who reach the twenty-fifth (25th) year milestone during the term of this Agreement will be eligible to accumulate 240 hours of vacation at the start of the year in which his/her twenty-fifth (25th) anniversary is achieved.~~

- (g) Employees will be eligible for the following vacation:

Years of Service	Vacation Eligibility
1 – 4	80 hours
<u>5 – 9</u>	120 hours
<u>10-15</u>	160 hours
<u>16-24</u>	200 hours
<u>25+</u>	<u>240 hours</u>

- (h) Newly hired employees will have a thirty (30) day waiting period after beginning employment before vacation may be used. Vacation eligibility will be prorated for employees during their first year of employment as follows:

Month Hired	Vacation Eligibility
January – June	80 hours
July – September	40 hours
October – December	<u>20 hours</u>

- (i) Other than vacation which must be utilized during scheduled shutdown periods, vacation weeks (days) will, to the extent possible, be prescheduled during a first quarter sign-up period. Scheduling for particular weeks will be by seniority (followed by scheduling for particular days by seniority), subject to a maximum allowable number for each supervisor area. This number will vary by supervisor area, dependent on the amount of available vacation and the needs of the business. No scheduling will occur before the shutdown period(s) has been announced.

- (i) Approval for vacation not scheduled during the sign-up period will be granted only if there are openings available for the particular week (days) requested.

- (ii) A senior employee who requests vacation after the sign-up period will not displace a less senior employee already scheduled for vacation during that time.

(iii) The Company will honor the request of an employee who has an approved vacation schedule and moves to another department via transfer or bid procedure, ~~subject to the needs of the business.~~

(iv) In certain circumstances, such as temporary lack of work or employee illness, supervisors may grant four (4) hours of vacation or longer without prior notice.

(v) Vacation hours must be taken in either four (4) hour or eight (8) hour increments.

(vi) Vacation hours will be paid to an employee who has worked an average of more than 40 hours per week during the weeks paid in the calendar year which immediately precedes the vacation year in accordance with the following schedule:

Average Weekly Hours	Weekly Hour-Multiplier
40 but less than 42	40
42 but less than 42.5	42
42.5 but less than 43.5	43
43.5 but less than 44.5	44
44.5 but less than 45.5	45
45.5 but less than 46.5	46
46.5 but less than 47.5	47
47.5 and higher	48 (maximum)

(j) Employees will be permitted to take vacation hours for the entire calendar year in advance of earning the vacation. However, an employee who is not actively working or who is on an unpaid leave status on the first scheduled work day of the calendar year will not be allowed to take advanced vacation until he/she returns to active employment.

(k) Upon resignation or termination from employment, any accumulated and unused vacation hours will be automatically paid in the employee's last paycheck; provided, however, that any employee who voluntarily resigns from employment without providing a minimum of two (2) weeks' notice will forfeit any accrued but unused vacation. Any vacation hours paid in advance and not earned will be deducted from final check as permitted by applicable law. If an employee is laid off, becomes disabled, takes an approved leave of absence, or in the case of a plant closure such deduction will not take place.

(l) In the event an employee dies, the difference between his/her total annual vacation eligibility less the amount of vacation he/she used in the current vacation year prior to their passing will be treated as wages owed to the employee, and payment made accordingly.

(m) An employee who retires 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 prior to his/her retirement, provided that the employee provides the Company with at least thirty (30) days' notice of his/her retirement date.

(n) Unused vacation hours cannot be carried to the next calendar year. Any vacation time not used during the previous calendar year will be paid out in January of the following year.

Section 2. Shutdowns. The Company may schedule one (1) or more shutdowns at the Erie Plant during the vacation year. Under no circumstances will the Company schedule shutdown periods in any vacation year exceeding three (3) weeks in length.

(a) Scheduled shutdowns will be announced prior to March 1 of the current calendar year. Employees will be required to hold up to ~~two~~ one (1) week of vacation for use during scheduled shutdowns. For any part of a shutdown period for which an employee is not eligible or does not become eligible for vacation pay during the vacation year, and during which he/she has no work available, the employee will be deemed to be on temporary layoff for lack of work.

(b) Vacations taken at times other than during shutdown periods will be scheduled to conform to the requirements of the business. Request for vacation will not be unreasonably denied.

(c) In certain instances, employees may be required to work during vacation shutdowns because their skills are required. In such cases, the affected employee can schedule his/her vacation at another time, subject to the requirements of plant operations.

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Union Proposal #24:

Article XX. PERSONAL ILLNESS PAY

Section 1. Accrued Personal Illness Pay. ~~Former GET employees will be permitted to utilize any accrued but unused Personal Illness Pay as of the Closing Date of the acquisition of the Erie Plant. Any Personal Illness Pay that is not used in 2019 will be paid out during the first regular payroll period in 2020.~~

Section 2. Allowance. Employees who have completed at least ~~one year~~ Thirty (30) days of service will be eligible for Personal Illness Pay based upon their years of service in accordance with the schedule below:

Continuous Service		Maximum Hours of Personal Illness Pay for each Calendar Year
At least one year but less than <u>five (5)</u> years of service		24 Hours
At least <u>five (5)</u> years but less than <u>ten (10)</u> years of service		32 Hours
<u>Ten</u> or more years of service		40 Hours

Section 3. Use. Personal Illness Pay may be used ~~only~~ for absences due to an employee's personal business or personal illness or injury, appointments with a physician or dentist, the illness of a spouse or child, or due to unavailability of child care for minor children.

Section 4. Accumulation of Personal Illness Pay. Any unused Personal Illness Pay remaining at the end of the calendar year will be rolled over to the following calendar year up to a maximum accumulation of two hundred forty (240) hours. Any unused Personal Illness Pay Hours in excess of two hundred forty (240) hours will be paid out at the end of the calendar year.

Section 5. Payment. The rate of pay for Personal Illness will be current normal straight-time hourly earnings in effect when last at work prior to the absence including any applicable shift differential. The maximum payment for one day ~~-Personal Illness~~ will be the number of hours in the employee's established regular daily schedule for the day of absence not to exceed his/her total eligibility. ~~Sick and~~ Personal Pay for absences of an hour or longer shall be compensated based on the actual scheduled hours of work during which the employee was absent.

Section 6. Approval. An employee must notify his/her supervisor to utilize Personal Hlness Pay. An employee is expected to notify his/her supervisor in advance of the absence whenever possible, in order that the supervisor may have an opportunity to arrange for a replacement or to reschedule the work. If the need to use Personal Hlness Pay is foreseeable, employees are expected to provide twenty-four (24) hours' notice prior to utilizing Personal Hlness Pay. The Company reserves the right to require employees to provide medical documentation with respect to any absences longer than three (3) consecutive workdays.

Section 7. Payout of Accrued Personal Hlness Pay.

(a) If an employee is terminated from employment due to the closure of the Erie Plant or the sale of the Erie Plant to a new company that does not have a similar sick pay benefit, the employee will be paid for any accumulated Personal Hlness Pay.

(b) If an employee retires (at age 59 or older), dies, voluntarily resigns from employment with a minimum of two (2) weeks' notice, or loses his/her seniority due to layoff or leave of absence under Article IX, Section 3, the employee will be paid for any accumulated Personal Hlness Pay.

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Green Locomotive: Moving Erie Forward Together

MEMORANDUM OF AGREEMENT

The Company and the Union agree to work together to get Federal and State governments and regulatory agencies to adopt laws and rules that will further strengthen emission and safety standards for locomotives and switchers and require all North American railroads to upgrade their fleets of locomotives and switchers to the highest environmental and safety standards available in order to eliminate locomotives and switchers that do not conform to the most current emission and safety standards as set forth by the Environmental Protection Agency (EPA) and the Federal Railroad Administration (FRA).

The Company and the Union further agree that at least 75% of all Tier 4 locomotives, higher emission standard locomotives and zero emission locomotives sold by the Company shall be manufactured and assembled by bargaining unit employees at the Company's Erie, Pennsylvania Manufacturing Plant.