

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

The Union Representing Erie Wabtec Workers



Union Proposal #25

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.~~

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 voluntarily 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 and arbitration process as defined by this agreement.

(d) Employees will be at ninety percent (90%) of full rate while on probation. Upon completion of their probationary period, they will go to the full rate of their classification.

(e) Employees hired before the date of this agreement who are in progression and on probation will have their rate of pay adjusted to ninety percent (90%) of the full rate of their permanent classification effective the date this agreement begins. Once they have completed their probationary period they will go to the full rate of their classification.

(f) Employees hired before the date of this agreement whose probationary period has ended will move to the full rate of their classification effective the day this agreement begins.

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	GW
<u>June 1, 2023</u>	<u>\$2,400</u>	<u>12.5%</u>
<u>June 1, 2024</u>	<u>\$1,500</u>	<u>6%</u>
<u>June 1, 2025</u>	<u>\$1,500</u>	<u>6%</u>
<u>June 1, 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 26, 2023</u>	<u>May 2019 through April 2023</u>
<u>December 25, 2023</u>	<u>May 2023 through October 2023</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.)

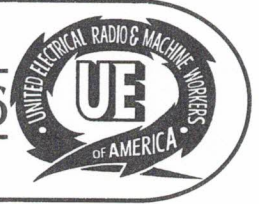
(b) No adjustment, retroactive or otherwise, shall be made in pay or benefits as a result of any revision which later may be made in the published figures for the Index for any month on the basis of which the cost-of-living calculation shall have been determined.

(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 #16:

Article XXX. DURATION

Section 1. Term. This Agreement shall be effective as of June 10, 2023 (the “Effective Date”), and will continue in full force and effect from the Effective Date until 11:59 p.m. on June 9, 2027 (the “Expiration Date”).

Section 2. Notice and Bargaining. Either party may serve written notice of its desire to modify provisions of this Agreement at least sixty (60) days but not more than ninety (90) days prior to the Expiration Date of the Agreement. ~~and during the period of such negotiations, the Agreement, shall remain in full force and effect.~~ If, however, no agreement is reached with respect to any such proposed modifications and/or other proposals that may be presented for negotiations before the date on which the Agreement otherwise would have expired, ~~either party thereafter may terminate the Agreement seven (7) days after written notice of termination is delivered to the other party.~~ this Agreement shall thereafter terminate, unless the parties mutually agree in writing to extend this Agreement for an additional period of time.

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Union Proposal #27:

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 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. 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 8. 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 9. 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 10. 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 11. 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 12. Survivors Insurance. In the event of the death of an employee, the company will continue all health insurances, at the elected level, including vision and dental at no cost to the surviving family members for a period of one (1) year.

Section 13. 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).

Section 14. 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.

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Union Proposal #26:

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 #28:

APPENDIX D Benefit Programs

Group Medical Plan Summary

Plan	PPO	HDHP
Deductible	\$750 Individual \$1,500 Family	\$1,500 Individual \$3,400 \$3000 Family
Plan Pays (Based on Plan Allowance)	70% after deductible	80% after deductible
Coinsurance	\$2,500 \$1500 Individual \$5,000 \$3000 Family	\$1,500 Individual \$3,150 \$3000 Family (subject to federal regulations)
Out-of-Pocket Limit (Once met, Plan pays 100% coinsurance for the rest of the benefit period)	\$3,250 \$2250 Individual \$6,500 \$4500 Family (includes deductible)	\$3,000 Individual \$6,550 \$6000 Family (includes deductible)
Co-Pays	\$10 \$0 Teladoc or MinuteClinic \$25 Office Visit \$35 Urgent Care \$200 ER	Integrated with Medical Deductible & Coinsurance
Pharmacy Retail Co-Pays	\$8 Generic/\$35 Brand \$50 Retail Brand deductible each member	Integrated with Medical Deductible & Coinsurance
Health Account Contribution	Health Reimbursement Arrangement (HRA)	Health Savings Arrangement (HSA)
Copays for Ambulance Service	\$0	\$0

Group Medical Plan Cost Structure for ~~Employees Hired Before the Date of Agreement~~

	Employee	Employee & Child(ren)	Employee & Spouse	Employee & Family
PPO	\$24.23/ \$26.21/weekly or \$48.46/biweekly	\$40.38 \$43.68/weekly or \$80.76/biweekly	\$57.69 \$62.40/weekly or \$115.38/biweekly	\$80.77 \$87.36/weekly or \$161.54/biweekly

HDHP	\$20.77 \$22.46	\$34.62 \$37.44	\$50.77 \$54.91	\$71.54 \$77.37
Working Spouse Surcharge	N/A	N/A	\$23.08	\$23.08

Group Medical Plan Cost Structure for Employees Hired On or After the Date of Agreement on Progression Rates

	Employee	Employee & Child(ren)	Employee & Spouse	Employee & Family
PPO	\$19.39/weekly or \$38.78/biweekly	\$32.31/weekly or \$64.62/biweekly	\$46.16/weekly or \$92.32/biweekly	\$64.62/weekly or \$129.24/biweekly
HDHP	\$16.62/weekly or \$33.24/biweekly	\$27.70/weekly or \$55.40/biweekly	\$40.62/weekly or \$81.24/biweekly	\$57.24/weekly or \$114.48/biweekly
Working Spouse Surcharge	N/A	N/A	\$18.47	\$18.47

CVS Health Prescription Plan

Tier	PPO Copay		HDHP Coinsurance	
	Retail	Mail (90 Day Supply)	Retail	Mail (90 Day Supply)
Generic	\$8.00	\$16.00	Integrated with Medical Deductible & Coinsurance	
Brand	\$35.00	\$70.00		

Dental Cost Structure

Employee Contribution	
Employee Only	Employee & Family
\$1.38/weekly or \$2.76/biweekly	\$3.23/weekly or \$6.46/biweekly

Vision Cost Structure

Employee Contribution	
Employee Only	Employee & Family
\$1.39/weekly or \$2.78/biweekly	\$3.61/weekly or \$7.22/biweekly