

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

The Union Representing Erie Wabtec Workers



Union Proposal #8:

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) calendars 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 #18:

Appendix C **Job Classification/Families for Bumping Down UE506**

<u>Job Family</u>	<u>Classification</u>
<u>Assembly</u>	<u>Advanced Manufacturing Tech</u> <u>Weld/Assembly</u>
	<u>Assembly Technician 1</u>
	<u>Assembly Technician 2</u>
	<u>Production Technician</u>
<u>Weld</u>	<u>Advanced Manufacturing Tech</u> <u>Weld/Assembly</u>
	<u>Weld Technician 1</u>
	<u>Weld Technician 2</u>
	<u>Production Technician</u>
<u>Machining</u>	<u>Advanced Manufacturing Tech Machining</u>
	<u>Machinist 1</u>
	<u>Machinist 2</u>
	<u>Machinist 3</u>
	<u>Production Technician</u>
<u>Fabrication</u>	<u>Advanced Manufacturing Tech</u> <u>Weld/Assembly</u>
	<u>Fabrication Technician</u>
	<u>Production Technician</u>
<u>Paint</u>	<u>Final Paint Technician</u>
	<u>Paint Technician</u>
	<u>Production Technician</u>
<u>Inspection</u>	<u>Inspection Technician 1</u>
	<u>Inspection Technician 2</u>
	<u>Production Technician</u>

<u>Test</u>	<u>Advanced Engineering Lab Test Technician</u>
	<u>Locomotive/Engine Test Technician</u>
	<u>Cab/Component Test Technician</u>
	<u>Panel Test Technician</u>
	<u>Production Technician</u>

<u>Power House</u>	<u>Power House Technician</u>
	<u>Metering & Instrumentation Technician</u>
	<u>Electrical, Mechanical, Repair Technician</u>
	<u>Production Technician</u>

<u>Electrician</u>	<u>Journeyman Electrician</u>
	<u>Electrical, Mechanical, Repair Technician</u>
	<u>Production Technician</u>

<u>Electrical, Mechanical, Repair</u>	<u>Electrical, Mechanical, Repair & Development Technician</u>
	<u>Electrical, Mechanical, Repair Technician</u>
	<u>Mechanical Repair Technician</u>
	<u>Production Technician</u>

<u>Classification only bump down to Production Technician or CDL</u>	<u>Mechanical and Motor Vehicle Technician</u>
	<u>Computer Repair Technician</u>
	<u>Gauge Calibration Technician</u>
	<u>Maintenance Metal Worker</u>
	<u>Waste Water Treatment Technician</u>

Anyone who has an active CDL license at time of layoff shall also be able to bump into the CDL Driver Classification.

Job Classification/Families for Bumping Down UE618

<u>Job Family</u>	<u>Classification</u>
<u>Laboratory Assistant</u>	<u>Renewal Parts Bulletin Cataloger</u>
	<u>Traffic Clerk</u>
	<u>Service Clerk, Gauge Calibration</u>

<u>Renewal Parts Bulletin Cataloger</u>	
	<u>Laboratory Assistant</u>
	<u>Traffic Clerk</u>
	<u>Service Clerk, Gauge Calibration</u>

<u>Traffic Clerk</u>	
	<u>Service Clerk, Gauge Calibration</u>

<u>Service Clerk, Gauge Calibration</u>	
	<u>Traffic Clerk</u>

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Union Proposal #9:

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.

(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, shift, wage rate, department, location, job description, job requirements, testing requirements if applicable and supervisor's name and interviewing supervisor's name and contact phone 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.

(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 they are acknowledged for selection in the bid process. If the interviewing supervisor fails to respond to the request or schedules the interview beyond the allotted time, additional time shall be granted. Additionally, if the employee is on vacation or personal absence the interview will be postponed until the employee returns.

(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. If he/she has not been transitioned 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.

(k) After the six (6) weeks has elapsed as described in Section 3 (i) of this article the new permanent classification will be entered into the employees record and they will be considered temporarily transferred as outlined 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. These positions will be posted by the supervisor in the area following the same time requirements in Sec.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.

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Union Proposal #10:

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 job classification if the employee has held the classification on a permanent basis and can 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 of this agreement amongst the group of qualified employees.

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) 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 Divisional Chief Steward

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Union Proposal #11:

Article XV. HOURS OF WORK

Section 1. Shift Schedules. The Company will determine the shift schedules for manufacturing, maintenance, testing and warehouse operations at the Erie Plant based upon the needs of the business. During the term of the Agreement, the Company will provide advance notice to the Union before modifying shift schedules for any reason.

Section 2. Hours of Work.

(a) Workweek. The normal working week for hourly employees at the Erie Plant shall be forty (40) hours per week, Monday through Friday, eight (8) hours per day, five (5) days per week. The workweek is defined as beginning at 11:00 pm Sunday through 10:59 pm the following Sunday. The workweek on multiple shifts may be less than forty (40) hours. The employee's start time on Monday will be considered their start time for the week.

(b) Workday. An employee's workday is the 24-hour period beginning with their assigned start time at the beginning of their workweek.

(i) When a change is made in the hours of work or work schedules of substantially all employees of a Plant or department, the Company will notify the employee affected at least seven (7) days in advance of the effective date of such change.

(ii) When a change is made in the hours of work or work schedules of various individuals or smaller groups of employees, management will give the affected employees as much notice as possible.

(iii) ~~Special schedules of hours and payment will remain the same on existing jobs which require continuous operations, as set forth in the Side Letter Agreement No. 5.~~ When a change is made to an employee's work schedule of 4 hour or more, the Company will notify the employee affected at least seven (7) days in advance of the effective date of such change.

(c) Timekeeping. Each employee is responsible for accurately recording his/her work time.

- (i) The Company will provide scanners at the Erie Plant for timekeeping purposes. Employees will be required to scan in and out in their designated building to record their working time.
 - (ii) Employees must report any failure to scan in immediately to their supervisor.
 - (iii) Employees who leave the premises during working hours for reasons other than the scheduled meal period must have authorization and must scan out when departing and scan in upon returning.
 - (iv) Employees who leave the premises during their scheduled meal period must scan out when departing and scan in upon returning.
- (d) Overtime Approval. Employees are not permitted to work overtime unless they obtain prior approval from their supervisor.

Section 3. Rest and Meal Periods.

(a) Rest Period. Employees will be provided one paid ten (10) minute rest period during each shift of at least eight (8) hours in length. In its discretion, the Company may provide an additional paid break period of ten (10) minutes in lieu of an unpaid lunch period. If an employee's works more than 8 hours they shall be provided an additional ten (10) minutes rest period.

(b) Meal Period. Employees will be provided a thirty (30) minute unpaid meal period approximately halfway through their shift.

(c) Overtime Assignments. Employees may be offered to work overtime including, but not limited to, before or after weekday shifts, on weekends and holidays, as necessary depending on the needs of the business.

(i) Overtime will be divided as equally as proficient operations permit among the employees in the department who are qualified to perform the work. An employee will be deemed to be qualified to perform the work if the employee can perform the work with minimal training.

(ii) A record of overtime offered to and worked by employees (~~or credited to them~~) will be maintained by supervision and will be available for examination by employees or Stewards upon request.

(iii) Inequitable distribution of overtime work will be corrected only by future scheduling of overtime work or payment if scheduling does not permit. Overtime equalization will be done on a calendar year basis beginning on the first day of operations for Wabtec Corporation. Overtime will be considered equalized if all employees in a group are within ten (10) percent of offered overtime. An employee who is permanently transferred to a different department, or is promoted to a different job classification, will be considered to have worked an

average amount of overtime in the new department or job classification for purposes of overtime equalization.

- (iv) ~~The Union agrees that its officer and stewards will not coerce, prevent or restrain, in any way, any qualified employees to prevent them from performing overtime work. Further, the Union, its officers and stewards shall encourage employees to volunteer for overtime as requested by the Company.~~

Section 4. Overtime Premium. Employees will receive premium pay for overtime in accordance with applicable federal and state law. Except where otherwise required by law, employees will be paid one and one-half (1 ½) times their straight-time hourly rate of pay (including shift differential if applicable) for hours worked under the following circumstances:

- (a) In excess of eight (8) hours in any single workday (excluding employees on continuous operations schedules who work shifts in excess of eight (8) hours in length); or
- (b) In excess of forty (40) hours in any given workweek; or
- (c) In excess of eight (8) hours in any continuous twenty-four (24) hour period beginning at the starting time of the employee's shift, unless and until the employee shall have been relieved from work; or
- (d) If working a Monday-Friday shift schedule, all hours worked on Saturday.
- (e) Paid time for holidays, vacation, bereavement, and all other compensated non-working time will be considered hours worked for overtime purposes.

Section 5. Double Time. Employees will receive premium pay equal to two times (2X) the employee's regular straight-time hourly wage rate (including shift differential, if applicable) for all hours worked under the following circumstances:

- (a) On his/her seventh consecutive day of work; or
- (b) If working a Monday-Friday shift schedule, all hours worked on Sunday;
or
- (c) In excess of twelve (12) hours in a single workday; provided that an employee who shall have worked in excess of twelve (12) hours in any single workday, and who shall be required to continue at work beyond that workday, shall continue to be paid at the double time rate for hours worked until he shall have been relieved from work.
- (d) Overtime premiums shall not be duplicated or pyramided.

Section 6. Call-Ins. Employees who are called in outside of their regular schedule of hours will be paid the equivalent of four (4) hours pay at their straight-time rate, unless a premium rate applies.

Section 7. Report-in Time. Employees who report for work in accordance with their regular schedules will receive not less than four (4) hours wages at their straight-time hourly wage rate assuming employee performed all offered and assigned work. As a condition for receiving payment under this policy, employees may be assigned any available work for which they are qualified. This policy shall not be applicable where the inability of the Company to supply work is the result of natural disaster, fire, snowstorm, flood, power failure or other events outside the Company's control.

Section 8. Dispensary Time. Employees will be paid at their applicable straight-time hourly wage rate (unless a premium rate applies) for time spent in attending the Company dispensary for examination or treatment of any injuries arising out of and in the course of their employment, whenever such time would otherwise have been spent by the injured employee on the work assigned to him/her. Employees who are directed not to return to work as a result of their injury shall be paid at their regular straight-time hourly rate (unless a premium rate applies) to the end of their scheduled work shift. These provisions apply only to the initial date of injury and any additional follow-up required by the Company's medical center.

Section 9. Payroll Issues.

(a) The Company will pay wages to its employees on a bi-weekly basis.

(b) In the event that there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of his/her supervisor. The supervisor will investigate and, if necessary, make sure that any necessary correction is made as soon as possible. If an issue with pay is not resolved to the employee's satisfaction, he/she should contact Human Resources so the matter can be further evaluated.

(c) In the event the company recognizes an error in an employee's pay that requires an adjustment, the company shall notify the affected employee in writing and arrange repayment.

(d) Employees shall have the option to receive their wages by direct deposit.

Section 10. Continuous Operations Workday – Workweek.

(a) When a Powerhouse Facilitator is assigned to a continuous operations schedule of five (5) days at work and two (2) days off, his/her first scheduled day off shall be considered as the sixth (6th) day of his/her workweek, and his/her second scheduled day off, whether or not successive, as the seventh (7th) day of his/her workweek. When such schedule contains a regularly recurring workweek of six (6) days at work and one day off, such scheduled day off shall be considered as the seventh (7th) day of his/her workweek and the day immediately preceding as the sixth (6th) day of his/her workweek.

(b) Powerhouse Facilitators who are absent for any reason during the week will in no way have their premium payments affected for any hours worked on the employees Saturday, Sunday, Holiday or his/her designated 6th or 7th day.

(c) Each employee is responsible for accurately recording his/her work time.

2. Overtime Premiums for Powerhouse Facilitators. Such Employees will receive premium pay for overtime in accordance with applicable federal and state law. The Company will pay for overtime as possible:

(a) At the rate of time and one-half (1½X) for hours worked:

i. In excess of eight (8) hours in a single workday;

ii. In excess of forty (40) hours in a given workweek;

iii. In excess of eight (8) hours in any continuous twenty-four (24) hours beginning at the starting time of the employee's shift; or

iv. On the employee's 7th day of his workweek if such day is neither his Saturday, Sunday, or observed holiday.

(b) At the rate of double time for hours worked either:

i. On the employee's 7th day of his/her workweek, if such day is his Saturday, Sunday or observed holiday;

ii. On the employee's 6th day of the workweek if falling on an observed holiday;

iii. In excess of Twelve (12) hours in his/her workday.

(c) Paid time for holidays, vacation and personal illness time (if used in 4-hour increments), and bereavement will be considered hours worked for overtime purposes.

(d) Overtime premiums shall not be pyramided.

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Union Proposal #14:

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~~ be independent of 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 any accrued vacation or personal pay during their approved FMLA leaves of absence but will be required to use other paid leave benefits earned in the current calendar year (e.g., personal illness leave) for any lost work days that are not covered by short-term disability benefits.

(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 illness personal days earned in the calendar year the leave started during the period of their FMLA leaves of absence.

(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 twenty-four (24) months. Time spent on FMLA leave will be counted towards determining whether the twenty-four (24) month allotment has been exhausted, and under no circumstances will an employee's cumulative period of medical leave exceed twenty-four (24) months.

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

(ii) 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.

(iii) 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.

(iv) 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.

(v) If an employee is cleared to return to work by their medical provider and the company is unwilling to make reasonable accommodations or they are not cleared to return by the Company Medical Center, the employee will be placed on a layoff until they are cleared to return or their five (5) year recall rights have expired.

(vi) 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 twenty-four (24) months following the commencement of a medical leave of absence shall be terminated unless otherwise specified in (v) 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 on 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, step grandparent, grandparent-in-law, brother, brother-in-law, sister, sister-in-law, 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) The relatives covered by the terms, brother-in-law and sister-in law, shall be construed to include an employee's spouse's brother's or sister's spouse as well as the employee's brother's or sister's spouse. Employee's great grandparents, great grandparents-in-law, step parent-in-law, half-brother and half-sister are implied and should be covered as such.

(c) Upon request, employees may be required to provide proof of the death to the Human Resources Department. ~~in order to receive paid bereavement leave.~~

(d) Bereavement days do not have to be utilized in consecutive order. Days may be saved for later use in a manner related to the death of the relative. Employees must notify the company in advance of utilizing any unused days.

(e) 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.

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

The Union Representing Erie Wabtec Workers



Union Proposal #12:

Article XXI. DISCIPLINE AND DISCHARGE

Section 1. Just Cause. No employee shall be disciplined, suspended or discharged without just cause.

Section 2. Investigatory Interviews. The Employer has the right to conduct “investigatory” interviews by asking questions of an employee.

(a) The employee has the right to request, and shall be granted, Union representation at “investigatory” interviews where the employee reasonably believes the interview might result in disciplinary action.

(b) The employee may utilize any Union Representative for this purpose. However, the choice of representative shall not unduly delay the meeting.

(c) The Union Representative shall have one other person of his choice to act as a note taker.

(d) The Union (Chief Steward or their appointee) shall be verbally notified a minimum of two (2) hours in advance of any Investigatory meeting.

(e) The employee and their representative(s) shall have the right to meet and confer before the interview and caucus during the meeting.

Section 3. Suspension Pending Investigation. No employee shall be suspended more than 5 days without pay for the purpose of the Company performing a proper investigation.

(a) If the investigation deems a suspension is warranted the initial suspension will count as time served.

(b) If the investigation deems no disciplinary action is warranted or the offence was of a minor offence and suspension was unnecessary, employee will be returned to work and made whole for any and all losses.

Section 4. Discipline. All discipline shall be of a progressive nature (oral or written) using the least impacting method possible to correct the issue.

(a) Both the Union and the employee shall be issued a copy of the warning(s) issued.

(b) Prior to any discipline being issue for safety related issues the employee will be offered Operation Prevention (OP) in lieu of discipline.

(c) Prior to any discipline being issued for quality related issues the employee will be offered the Quality Improvement Program (QUIP) in lieu of discipline.

(d) If discipline (oral or written) is issued under the Time and Attendance Policy both the Union and the employee shall be issued a copy of the warning.

(i) If the company fails to issue warnings in a timely manner the date the warning is issued will be the point that starts the next step of progressive discipline for the Time and Attendance Policy.

Section 5. Information. All information of pre-discharge hearings, suspension, work history, employment record, final written warning and discharge shall be delivered to the Union electronically on the same day that the employee is notified. In the event that the Employer fails to provide notification as discussed above, the Union will promptly notify the Employer of such failure as soon as the Union becomes aware of it. If the information is not provided in a timely manner, it will be considered as failure to provide information in a timely manner.

Section 6. Procedure for Disciplinary Cases. Before any penalty is imposed upon any employee following Warning Notices, except penalties imposed for obvious cause, the employee shall be notified three (3) workdays in advance. During this time, he or she may refer the matter to the Local and, if the Local so desires, the Company and the Union will meet to discuss the penalty. If no mutual agreement is reached during the notice period, the Company shall retain the right to impose the penalty pending final settlement of the matter.

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

The Union Representing Erie Wabtec Workers



Union Proposal #13:

Article XXII. GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Grievance; Defined. A Grievance is defined as any dispute over the interpretation or application of a specific provision of this Agreement or any dispute over the discipline or discharge of a bargaining unit employee in accordance with Article XXI of this Agreement.

Section 2. Procedure. Any dispute or grievance shall be taken up in accordance with the procedure set forth below provided, however, that grievances of a general nature (involving solely matters of contract or policy interpretation obviously not under the jurisdiction of a particular management level) shall be initiated at Step 3 of the procedure. The mutually agreed grievance form shall be required for all grievances of a general nature.

Section 3. Extensions. Any time limit established in the grievance procedure may be extended by mutual written agreement of the parties.

Section 4. Grievance Procedure. Grievances will be processed in accordance with the procedures outlined below:

(a) Step 1. An employee who has a grievance shall first complete the mutually agreed grievance form. The employee's steward, or the employee himself or herself, shall present the completed and signed grievance form to the employee's supervisor within fourteen (14) calendar days from the time that the employee knew or should have known of the facts and circumstances giving rise to the grievance. The supervisor will provide the Company's answer in writing to the aggrieved employee and his/her steward and the Chief Plant Steward within seven (7) calendar days after the grievance is presented unless an extension is mutually agreed upon in writing.

(b) Step 2. If not satisfactorily resolved at Step 1, the mutually agreed grievance form, signed by the employee(s) or his/her steward, may be presented to the applicable Labor Relations representative.

(i) In order to be considered, grievances must be submitted within fourteen (14) calendar days after the Step 1 discussion.

(ii) No later than December 15 of the previous calendar, the parties shall agree to a schedule of regular Step 2 monthly meetings to be held in the following calendar year. Each Division shall hold its own Step 2 monthly meetings. At each monthly Division Step 2 meeting a designated Labor Relations representative of the Company will meet with the Chief Plant Steward and applicable Divisional Chief Steward. Unless an extension is agreed upon in writing, at each monthly Division Step 2 meeting, the parties shall discuss all grievances from that Division that reached Step 2 in the preceding calendar month.

(iii) Within seven (7) calendar days of a monthly Division Step 2 meeting, the Company will provide a written answer to the grievances heard at that meeting unless an extension is mutually agreed upon in writing. The answer shall be sent to the employee, steward, and the Chief Plant Steward.

(iv) The parties may schedule additional Division Step 2 meetings by mutual consent.

(c) Step 3. If the Company's answer does not resolve the grievance acceptably to the Union, the Union may appeal to the Labor Relations Manager (or his/her designee), provided the appeal is filed within seven (7) calendar days after the answer is received.

(i) Upon receipt of an appeal, the Labor Relations Manager (or his/her designee) will make a complete and thorough review of facts and circumstances underlying the grievance, request any additional information, or conduct any further investigation he/she feels is necessary.

(ii) No later than December 15 of the previous calendar, the parties shall agree to a schedule of regular Step 3 monthly meetings to be held in the following calendar year. Unless an extension is agreed upon in writing, at each monthly Step 2 meeting, the parties shall discuss all grievances from that Plant that reached Step 3 in the preceding calendar month. A UE International Representative and other necessary Union designees may attend a monthly Step 3 meeting.

(iii) Within seven (7) calendar days of a Step 3 meeting, the Company will provide a written answer to all grievances heard at that meeting unless an extension is mutually agreed upon in writing.

(iv) When the Union appeals a grievance to Step 3, and the Company provides its Step 3 response, the Grievance Procedure will be considered fully exhausted.

(d) Step 4. If the decision of the Labor Relations Manager (or his/her designee) does not resolve the grievance, the Union may request any grievance which involves a disciplinary penalty (including discharge) imposed on or after the effective date of this Agreement, which is alleged to have been imposed without just cause, shall be submitted to arbitration upon written request to the ~~that the grievance be submitted to final and binding arbitration, provided the arbitration demand is submitted to the~~ Company within sixty (60) calendar days after receipt of the Step 3 answer. If the Step 3 answer is not appealed to arbitration within sixty (60) calendar days, the Step 3 answer will be considered final and binding on the employee, the Company, and the Union.

(e) In connection with any other grievance or dispute not satisfactorily resolved after the grievance process has been exhausted in accordance with this Article the Union shall have the right to exercise its rights under Article XXVI of this Agreement.

Section 5. Representation. Employees will have the unqualified right to be represented by a Union representative at all steps of the grievance procedure set forth in this Article.

Section 6. Arbitration. Arbitrations will be heard by one neutral arbitrator, who shall be a licensed attorney and member of the National Academy of Arbitrators.

(a) Arbitrator Selection. If the parties are unable to mutually agree on a neutral arbitrator within seven (7) calendar days of a timely arbitration demand, the Union shall have an additional seven (7) calendar days to request from the Federal Mediation and Conciliation Service (FMCS) a panel of seven (7) arbitrators qualified under the terms of Section 1 above. The parties will take turns striking names from the list, with the order of strikes determined by a coin flip. Notwithstanding the foregoing, each party will have the right to reject an entire panel and request submission of another panel in its entirety, in which case the Union must request another panel immediately. The FMCS shall have no authority to appoint an arbitrator in any matter that has not been approved by both parties, unless the parties have been unable to select an arbitrator from three successive panels provided by the FMCS.

(b) Hearing. The arbitration hearing will be conducted at a mutually agreeable site and in accordance with the then-current AAA Labor Arbitration Rules. Each party will have the unqualified right to be represented by legal counsel in the arbitration hearing, if it chooses, and to file post-hearing briefs. Each party will pay one-half (1/2) of the expenses of the arbitration (including the arbitrator's fee, the cost of the meeting room of the hearing, any transcript of the hearing, and any other expenses).

(c) Arbitration Opinion and Award. The Arbitrator's decision shall be provided in writing not later than sixty (60) calendar days after the deadline for the parties' submission of post-hearing briefs.

(d) Jurisdiction. No arbitrator will have the authority to add to, subtract from, or in any way change any of the terms or conditions of this Agreement, or to modify, set aside or extend such terms and conditions. Nor shall any proposal to amend, modify, or change any of the terms of this Agreement, or to change, fix, or establish any economic or non-economic terms and conditions of employment for bargaining unit employees that are subject to collective bargaining under applicable law be subject to arbitration under this Article. The arbitrator shall confine his/her decision to the interpretation and/or application of this Agreement.

(i) Multiple grievances will not be arbitrated by the same arbitrator except by mutual agreement of the parties.

(ii) The decision of the arbitrator will be final and binding on the Company, the Union and the aggrieved employee.

(iii) In grievances involving back pay, the Company shall not be obligated to compensate any aggrieved employee for back pay for more than seven (7) days prior to the submission of the written grievance.

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

The Union Representing Erie Wabtec Workers



Union Proposal #15:

Article XXVI. STRIKES AND LOCKOUTS

Section 1. No Strikes. There will be no strikes of any kind during the term of this Agreement, except as expressly provided below in Sections 1(a) and 1(b). The Union, on behalf of itself and its members, agrees not to engage in any strike (including sympathy strikes, slowdowns or other stoppage of work) during the term of this Agreement. The Union further agrees not to authorize or condone violations of this Article. The Union or Local or their representatives will not cause or sanction their members to cause or take part in any strike, sit-down, stay-in, or slowdown or other stoppage of work, in any of the Works of the Company coming within the terms of this Agreement:

(a) The Union retains the right to strike in the event that the Company implements a transfer of work covered by Article VII, Section 1(a) of this Agreement that results in the permanent layoff of bargaining unit employees, even if the Company fails to provide the notice required under that Section. In connection with any grievance or dispute until all the bargaining steps set forth in the Grievance Procedure shall have been exhausted and the grievance or dispute has not been submitted to arbitration or, if submitted to arbitration, has been withdrawn from arbitration in the manner and within the time limits provided in Article XXII of this agreement.

(i) Prior to exercising its right to strike under this Section, the Union will first exhaust all provisions of the Grievance Procedure in Article XXII of the Agreement, except arbitration under Article XXII, Section 7. In the event the Union should exercise its right to strike in accordance with the provisions set forth herein, the Company will receive written or telegraphic notice from the Local of such strike not less than twenty-four (24) hours prior to the commencement of such strike, and the notice will specify the exhausted grievance over which the strike is being called.

(ii) In the event the Union intends to exercise its right to strike under this Article, the Union will provide the Company with not less than twenty four (24) hours' notice. Upon receipt of such notice, the Company will meet with the Union immediately to discuss the dispute and the contemplated action so that management can assess the situation. Upon receipt by the Company of such strike notice, the Company and the Union will meet immediately to discuss the dispute and the contemplated action so that management may assess the situation.

(iii) If the Union elects to engage in a strike under this Section, such strike action must be taken, if at all, within sixty (60) days after the Company provides

its answer to the grievance at Step 3 of the Grievance Procedure. Notwithstanding the foregoing the Local shall not have a right to strike if twelve (12) months shall have elapsed after the receipt by the Union of the Company's final answer on a cited grievance at Step 3 of the Grievance Procedure.

(iv) If the Union elects to arbitrate a grievance pertaining to a transfer of work covered by this Section, the Union will not be permitted to strike unless the Company fails to comply with the arbitrators' award within fourteen (14) days of its issuance.

(b) The Union retains the right to strike in the event that the Company subcontracts bargaining unit work covered by Article VIII, Section 4 of this Agreement that results in the permanent layoff of bargaining unit employees, even if the Company fails to provide the notice required under that Section. In connection with any request for modification or additions to this Agreement, or in connection with general economic issues including a request for general revision of wages, except in accordance with the provisions of Article XXX of this agreement.

(i) Prior to exercising its right to strike under this Section, the Union will first exhaust all provisions of the Grievance Procedure in Article XXII of the Agreement, except arbitration under Article XXII, Section 7.

(ii) In the event the Union intends to exercise its right to strike under this Article, the Union will provide the Company with not less than twenty four (24) hours' notice. Upon receipt of such notice, the Company will meet with the Union immediately to discuss the dispute and the contemplated action so that management can assess the situation.

(iii) If the Union elects to engage in a strike under this Section, such strike action must be taken, if at all, within sixty (60) days after the Company provides its answer to the grievance at Step 3 of the Grievance Procedure.

(iv) If the Union elects to arbitrate a grievance pertaining to the subcontracting of bargaining union work covered by this Section, the Union will not be permitted to strike unless the Company fails to comply with the arbitrators' award within fourteen (14) days of its issuance.

(c) — The Union retains the right to strike in the event that the Company fails to timely respond to a grievance at Step 2 or Step 3 of the Grievance Procedure under Article XXII of the Agreement. If the Union plans to engage in strike under this Section, the Union will provide ten (10) days' notice to the Company of its intention to engage in a strike and the reasons for such strike. The Union and the Company shall meet within the ten (10) day notice period to reach a settlement of the grievance. If no such settlement is reached, the Union shall have the right (but not the obligation) to engage in strike. Such strike action must be taken, if at all, within sixty (60) days after the expiration of the ten (10) day notice period.

Section 2. No Lockouts. The Company agrees that there shall be no form of lockout during the term of this Agreement. The Company will not lock out any employee or transfer any job under dispute from the Erie, Pennsylvania Manufacturing Plant nor will the local management take similar action while a disputed job is under discussion at any of the steps of the grievance procedure set forth in Article XXII of this agreement.