

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



The Union Representing Erie Wabtec Workers

Union Proposal #13: Second Pass

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 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) Any grievance which remains unsettled after having been fully processed pursuant to the provisions of this Article, and 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 in accordance with the provisions of this Article.

(f) 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. **Procedure for Disciplinary Cases. No employee shall be disciplined, suspended or discharged without just cause.**

(a) **Notice of Potential Disciplinary Action. 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.

(b) Suspension Pending Investigation. An employee may be suspended without pay pending an investigation of any egregious act or omission that may result in disciplinary action. If an employee is determined to have committed any act or omission that constitutes just cause for disciplinary action, time spent on suspension pending investigation may be considered as part of the disciplinary action imposed. If, as a result of its investigation, the Company determines that no disciplinary action is warranted or disciplinary action less severe than a suspension is appropriate, the employee will be compensated for time spent on suspension pending investigation.

(c) Disciplinary Action. The Union will be provided with copies of any written disciplinary actions imposed on bargaining unit employees, upon request.

Section 6. 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.

(a) Investigatory Interviews. If an employee is interviewed with respect to an act or omission that may result in disciplinary action, the employee will be entitled to Union representation, upon request, in accordance with applicable law.

(b) Choice of Union Representative. Any Union representative designated by the Union under Article IV, Section 1 of the Agreement may represent bargaining unit employees in investigatory interviews. An employee may request a specific Union representative for this purpose, and the Company will honor the employee's preference unless doing so will compromise the Company's investigation or delay the investigatory interview.

Section 7. 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.

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Union Proposal #3: Third Pass

Article IV. UNION REPRESENTATIVES AND STEWARDS

Section 1. Stewards.

(a) The Union shall have the sole right to select its representatives, including its Officers, Stewards and Chief Stewards. The Union may designate Stewards and Chief Stewards to represent bargaining unit employees during the term of this Agreement. The Union will notify the Company immediately following the selection of its Stewards and Chief Stewards.

(b) During the term of this agreement Stewards and Chief Stewards will not be temporary transferred from their shift and area of representation without the express permission of the Union.

(c) Chief Stewards will be placed on a first shift job upon assuming the role of Chief Steward.

Section 2. Superseniority. Union Stewards and Chief Stewards will have superseniority solely for purposes of layoff and recall in their respective departments, subject to the requirements of applicable law.

(a) This provision will apply to the following number of chief stewards, dependent on the number of bargaining unit employees actively working in the Erie Plant:

Number of Employees	Chief Stewards
500 or less	4
501-1000	5
1001-1500	6
1501-2000	7
Over 2000	8

(b) The Union may designate no more than one Steward on each shift in each Department set forth in Appendix A where employees are assigned eligible for superseniority under this Article.

(c) During the term of this Agreement, the Union shall provide to the Company, at least once each year or upon request, a list of stewards and chief stewards eligible for superseniority. The Union will promptly notify the Company of any changes in the list of stewards and chief stewards eligible for superseniority.

(d) In the event of a reduction-in-force, Stewards, Chief Stewards, and Union officers not on a leave of absence who adjust grievances may remain in their department by bumping the least senior employee in the applicable department in a job classification that the affected Steward or Chief Steward is qualified to perform. In the event that Departments are combined, the most senior Steward in the combined department will be eligible for superseniority.

Stewards and Chief Stewards who exercise superseniority will move to their new position immediately. Chief Stewards shall remain on first shift.

(e) Stewards or Chief Stewards who lose their Union position due to resignation, loss of election or otherwise will be subject to the layoff process immediately, if there are more senior employees in their job classification on layoff. In such situations, the affected Steward or Chief Steward may exercise bumping rights under Article XI. Stewards or Chief Stewards who lose their Union position due to resignation, loss of election or otherwise, and whose seniority allows them to hold a position in their current job classification, will remain in their current job classification until they bid on and are awarded a Job Vacancy under the bidding procedures set forth in Article XII, are bumped out of their job classification by a more senior employee or are otherwise transferred out of their job classification.

Section 3. Payment for Time on Local Union Activities. Union representatives who are not on leave of absence for Union business will be paid by the Company at their straight-time hourly wage rate, including shift premium if applicable, for all time lost from their regularly scheduled shift while representing employees in meetings with management, including safety meetings (“Union Representation Activities”). Stewards and Chief Stewards requesting payment for any Union Representation Activities shall report such time to their supervisor on the day of occurrence prior to the end of their shift.

Section 4. Union Business.

(a) Stewards, Chief Stewards and other Union representatives who are not on leave of absence shall be permitted to utilize may request time off during their regular shift for purposes of conducting Union business, including investigation of grievances and communicating with members (“Union Business”). Such permission will not be unreasonably denied.

(b) The Union will provide at least seven (7) days advance notice when requesting time off for Steward Council meetings, Trustee audits, National Union Conventions, Regional meetings, workshops, election committee duties and other pre-planned Union activities that require Stewards and Chief Stewards to be absent from their regularly scheduled shift for more than one full shift. Such requests will not be unreasonably denied.

(c) Members of the Union's Executive Board will be permitted to utilize Union Business time for pre-planned membership meetings **and Executive Board meetings.** provided that the Union provides at least seven (7) days advance notice to the Company **when they are required to be absent from their regularly scheduled shift for more than one full shift.** Such request will not be unreasonably denied.

(d) Stewards, Chief Stewards and other Union representatives will be paid by the Company for time lost from their regular work shift while they are engaged in conducting Union Business, subject to the following terms and conditions:

(i) Employees will be paid their straight-time hourly wage, including shift premium (if applicable), for all time lost from their regularly scheduled shift while conducting Union Business. Stewards, Chief Stewards and other Union representative must utilize the Company timekeeping system to indicate their usage of paid time for Union Business. Payments for Union Business time will be paid in the regular payroll cycle for the applicable work week. Any hours paid for Union Business will be considered hours worked and eligible compensation for purposes of Company health, welfare and retirement plans.

(ii) The Union will reimburse the Company for the total payroll cost of providing wages to Stewards, Chief Stewards and other Union representatives who request time off from their regular shift to conduct Union Business. Such reimbursement will include the actual costs paid by the Company for hourly wages (excluding paid holidays, vacations, Personal Illness days and other paid leave), employer portion of Social Security tax, employer portion of Medicare tax, state unemployment tax, federal unemployment tax and workers' compensation insurance.

(iii) The Company will provide a weekly report of Union Business time paid to Stewards, Chief Stewards and other Union representatives. This report will include the name, employee number, hourly wage rate and amount paid to each Steward, Chief Steward and other Union representative who requested time off for Union Business during the applicable work week.

(iv) The Company will send the Union a monthly invoice detailing the payroll costs subject to reimbursement under this Section. Such invoices will be paid promptly by the Union upon receipt. If there is a dispute with respect to the amount of the invoice, the Union will promptly pay the undisputed portion of the invoice.

(v) The Company and the Union will make reasonable efforts to resolve any issues regarding disputed invoices. If the parties cannot resolve any such disputes, the dispute may be submitted to arbitration under Article XXII. Payment will be made promptly once the dispute is resolved.

(e) During the term of this Agreement, the Union shall provide to the Company, at least once each year or upon request, a list of Stewards and Chief Stewards eligible for payment for lost time for Union Representation Activities under this section. The Union will promptly notify the Company of any changes in the list of Stewards and Chief Stewards eligible for payment for lost time for Union Representation Activities under this section.

(f) A Steward or Chief Steward shall not leave his/her job without permission of ~~attempting to notify~~ his/her supervisor in advance and shall not contact another employee on Union business without ~~attempting to get~~ prior permission of that employee's supervisor. Permission shall not be unreasonably denied.

(g) Discussion between Union representatives and employees about Union business (other than matters that may result in the filing of a grievance or grievances being processed under the Grievance and Arbitration Procedures set forth in Article XXII) should take place before or after regularly scheduled hours, on or during lunch or rest periods. ~~Union representatives Stewards will be granted ten (10) minutes daily at the start of their shift one (1) hour per month to update members in their department.~~

(h) ~~Stewards and Chief Stewards will be paid by the Company at their straight time hourly wage rate, including shift premium if applicable, one (1) three (3) hours per week month to meet with their Stewards.~~

(i) Any Union representative who accompanies an OSHA official during an inspection at the Erie Plant will be paid for all time lost from work during such inspection.

Section 5. Leaves of Absence. Upon written request of the Union, employees who have at least one year of continuous service and who are acting as business agents, assistant business agents, local or national union officers, or national office representatives will be granted leave of absence up to one year.

(a) A maximum of four Union officials will be approved for unpaid leaves of absence at any one time.

(b) Employees who are on approved leaves of absence for Union business will remain on the Company's active payroll (for a work week of not more than forty (40) hours) and will be eligible to continue participation in retirement, health and welfare plans provided by the Company during such leaves by paying the regular employee contributions for whatever benefit coverages they elect. Employees who are on approved leaves of absence for Union business will be eligible for Company health, welfare and retirement (401K) plans on the same terms as active employees.

(i) The Union will reimburse the Company for the total payroll cost of providing wages to employees on leave of absence for Union business. Such reimbursement will include the actual costs paid by the Company for hourly wages (excluding paid holidays, vacations, Personal Illness days and other paid leave), employer portion of Social Security tax, employer portion of Medicare tax, state unemployment tax, federal unemployment tax and workers' compensation insurance.

(ii) The Company will send the local Union a monthly invoice detailing the payroll costs subject to reimbursement under this Section. Such invoices will be paid promptly by the Union upon receipt. If there is any dispute regarding the amount of the invoice, the Union will promptly pay the undisputed portion of the invoice.

(iii) If any invoice remains unpaid by the Union for thirty (30) days after receipt (other than any disputed amount), the Company will have the option to discontinue its obligations to provide wage and benefits to Union officials under this Section.

(c) Leaves of absence may be extended yearly for local or national union officers or national office representatives, and for business agents, assistant business agents or local officers.

(d) Other employees with at least one year of continuous service, who are assigned by the Union to other duties, may be granted a leave of absence by mutual agreement.

(e) At the completion of a leave of absence, employees will be reinstated to their prior job classification, on the shift on which they were previously working, provided that the employee has the requisite seniority to hold the job classification and the skill and ability to perform the available work.

(f) Time spent on leave of absence under this Article will be considered continuous service for seniority purposes.

Section 6. Access. Non-employee Union representatives will be allowed access to the Erie Plant to conduct legitimate Union business provided that they comply with the following rules:

(a) Attend a safety briefing.

(b) Wear any mandatory personal protective equipment.

(c) Not interfere with employees who are working.

(d) Provide advance notice before they enter the premises to the plant manager and Labor Relations representative for the building.

- (e) Notify the Labor Relations Department of their destination.
- (f) Conduct any Union business during non-working time.
- (g) Refrain from conducting Union business in work areas.