



**ERIE, PENNSYLVANIA MANUFACTURING PLANT
COMPREHENSIVE SETTLEMENT PROPOSAL
June 2, 2023**

1. **Economics:**

a. **General Wage Increases:**

- i. Effective January 1, 2024, the hourly wage rates for all job classifications set forth in Exhibit B will be increased by two percent (2%).
- ii. Effective January 1, 2026, the hourly wage rates for all job classifications set forth in Exhibit B will be increased by two percent (2%).
- iii. Maintain ten (10) year wage progression.

b. **Lump Sums:** Employees will be provided the following lump sum payments during the term of this Agreement:

Date	Lump Sum
Upon ratification	\$1,500
January 1, 2025	\$1,500

c. **Employees Benefits:** Effective January 1, 2024, bargaining unit employees will be eligible to participate in Wabtec benefit programs under the same terms and conditions as other bargaining unit employees under the terms outlined in Wabtec’s response to Fifteenth Union Proposal.

d. **Survivor Benefit:** Surviving spouses/families of bargaining unit employees who dies while actively employed by the Company will be eligible for survivor benefits under Wabtec’s Survivor Benefit Policy.

e. **Retirement Incentive:** The Company will establish a voluntary retirement incentive program for up to 150 bargaining unit employees who have at least fifteen (15) years of service and retire from the Company after reaching 59 ½ years of age.

- i. \$20,000 lump sum contributed to the employee’s 401K plan (not considered earnings for purposes of Company match), subject to the extent permissible under the plan and applicable law. Any amount in excess of legal limits will be paid as a lump sum.

ii. Up to 50 employees will be eligible for the program in each contract year. If more than 50 volunteer in any contract year, employees will be selected based upon seniority.

iii. Retirement dates will be determined based upon needs of the business.

2. **Non-Economics**: All tentatively agreed non-economic language are included.

a. **Article IV (Union Representatives and Stewards)**: Current contract language with tentatively agreed language changes. Add letter of agreement on Temporary Transfer – Union Stewards.

b. **Article VII (Transfer of Work)**: Current contract language with tentatively agreed language changes, plus:

i. **Section 1(b) (Work Relations – Notice)**:

(b) The notice will identify the work to be transferred and the legitimate business reasons for relocation of the work. The notice will also provide the expected date of the transfer of work and an estimate of the number of bargaining unit employees in each job classification who will be displaced as a result of the transfer of work.

3. **Article VIII (Subcontracting)**: Maintain current contract language with tentatively agreed language changes.

4. **Article IX (Seniority)**: Current contract language with tentatively agreed language changes, plus:

a. **Section 1(b) (Probationary Period)**: Delete.

a. **Section 2(b) (Seniority)**: Delete.

5. **Article X (Job Classifications)**: Current contract language with tentatively agreed language changes, plus:

a. **Section 2(c) (Job Classifications)**:

(c) The Company shall retain the sole and exclusive right to establish new job classifications or to modify or combine job classifications covered by the terms of this Agreement.

(i) When a new job classification is established, when multiple job classifications are combined or when the job content of an existing job has been changed, the Company will develop an appropriate rate for the new or combined job classification.

(ii) If the equity of the rate is questioned, a grievance must be filed within thirty (30) calendar days of the date the new or changed job is filled. Such grievance shall be filed at Step 3 of the Grievance Procedure.

(iii) If a dispute regarding the rate is submitted to arbitration, the arbitrator's jurisdiction shall be limited to determining whether the wage rate assigned to the new or combined job classification is reasonable. The arbitrator shall not have any authority to determine wage rates for any job classification.

Section 3. **Article XI (Layoff and Recall)**: Current contract language with tentatively agreed language changes.

6. **Article XII (Job Vacancies)**: Current contract language with tentatively agreed language changes, plus:

a. Section 3(a) (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. Prior to posting any job vacancy for bid, employees in the affected job classification will be permitted to exercise shift preference to a different shift based upon their seniority.

b. Subsection 3(b):

(b) Prior to recalling employees on layoff, any job vacancies will be posted for bid in accordance with this Article; provided that Production Tech vacancies will not be posted for bid if there are qualified employees on layoff who have not yet been offered recall.

c. Section 3(h) (New):

(h) An employee will have forty-eight (48) hours to schedule an interview once they are informed that he/she is under consideration for a job vacancy under this Article. If the interviewing supervisor fails to respond to the request or fails to schedule the interview, the employee will be granted additional time to complete the interview process. An employee under consideration for a job vacancy may be permitted up to three (3) additional days to complete the interview if the employee is on vacation or Personal Days.

d. Section 3(j):

(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.

(i) If an employee selected to fill a job vacancy has not been transitioned to his/her new job classification 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.

(ii) If an employee selected to fill a job vacancy is held in his/her prior job classification more than six (6) weeks after being awarded the job vacancy, the employee will be considered to be temporarily transferred to his/her prior job classification, subject to the requirements and limitations of temporary transfers set forth in Article XIV of this Agreement.

7. **Article XIV (Temporary Transfers):** Current contract language with tentatively agreed language changes.

8. **Article XV (Hours of Work):** Current contract language with tentatively agreed language changes.

9. **Article XVI (Shift Differentials):** Current contract language with tentatively agreed language changes.

10. **Article XVII (Vacations):** Current contract language with tentatively agreed language changes, plus:

a. **Section 1(b) (Vacation Accrual):** Delete.

b. **Subsection 1(i)(i) (Vacation Accrual):**

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

11. **Article XVIII (Holidays):** Current contract language with tentatively agreed language changes, plus:

a. **Section 1 (Holidays):**

Section 1. Holidays. An employee who has completed ninety (90) days of continuous service shall be paid his/her regular hourly wage rate for eight (8) hours at his/her regular straight-time hourly pay rate for each of the twelve (12) holidays listed below:

12. **Article XX (Personal Days):** Current contract language with tentatively agreed language changes, plus language changes outlined in Response to Fifteenth Union Proposal (6/1/23):

13. **Article XXI (Grievance and Arbitration Procedure):** Current contract language with tentatively agreed language changes.

14. **Article XXII (Leaves of Absence):** Current contract language with tentatively agreed language changes, plus:

a. **Section 2(a) (Medical Leave):** Maintain current contract language but delete the following *“Periods of employment and hours of service with GET will be counted for purposes of determining employee eligibility for FMLA leave.”*

b. Section 5 (Subpoenas) (New):

Section 5. Subpoenas. Employees will be excused from work without pay if they are subpoenaed to testify in a civil, criminal or administrative proceeding in which they are not a party.

15. **Article XXIV (Safety):** Current contract language with tentatively agreed language changes, plus:

a. Section 2 (Safety Rules):

Section 2. Safety Rules. During the term of this Agreement, the Company shall have the right to establish, modify and enforce reasonable safety rules provided that such rules are conspicuously posted at the Plant and do not violate any of the provision of this Agreement.

b. Section 3 (Personal Protective Equipment):

(i) Employees who are required to wear safety shoes with metatarsal protection will be reimbursed up to a maximum of \$175 each calendar year for the purchase of protective footwear. Reimbursements may not be carried over from year to year.

(ii) Employees who are not required to wear safety shoes with metatarsal protection will be reimbursed up to a maximum of \$125 each calendar year for the purchase of protective footwear. Reimbursements may not be carried over from year to year.

16. **Article XXV (Strikes and Lockouts):** Current contract language.

17. **Article XXVIII (Income Extension Aid):** Current contract language with tentatively agreed language changes.

18. **Article XXX (Duration):** Current contract language, plus:

a. Section 1 (Term):

Section 1. Term. This Agreement will be effective on June 10, 2023 (the “Effective Date”), and will continue in full force and effect from the Effective Date until 11:59 p.m. on November 30, 2026 (the “Expiration Date”).

19. **Appendix D (Benefit Programs):** Delete.

Any other Union proposals not specifically accepted in this proposal or previously tentatively agreed are rejected.