



**ERIE, PENNSYLVANIA MANUFACTURING PLANT
RESPONSE TO EIGHTEENTH UNION PROPOSAL
COMPREHENSIVE SETTLEMENT PROPOSAL
June 7, 2023**

1. **Economics:**

a. **General Wage Increases:**

i. **Effective on ratification, the hourly wage rates for all job classifications set forth in Exhibit B will be increased by one dollar (\$1.00).**

ii. **Effective January 1, 2025, the hourly wage rates for all job classifications set forth in Exhibit B will be increased by two percent (2%).**

iii. **Effective January 1, 2027, the hourly wage rates for all job classifications set forth in Exhibit B will be increased by two percent (2%).**

iv. 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
January 1, 2024	\$1,500
January 1, 2026	\$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. **(Tentatively agreed 6/6/23)**

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 fifty (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)**: The Company proposes the current contract language with tentatively agreed language changes. The Company continues to propose a letter of agreement on Temporary Transfer – Union Stewards. The Company rejects the Union's proposal on temporary transfers

b. **Article VII (Transfer of Work)**: Maintain current contract language with tentatively agreed language changes.

c. **Article VIII (Subcontracting)**: The Company proposes the current contract language with tentatively agreed language changes. The Company rejects the Union's proposal on temporary transfers

d. **Article IX (Seniority)**: The Company again rejects the Union's proposal on Seniority and proposes to maintain the current contract language with tentatively agreed language changes, plus:

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

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

e. **Article X (Job Classifications)**: The Company rejects the Union's counterproposal and proposed to maintain current contract language with tentatively agreed language changes, plus:

i. **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.

f. **Article XI (Layoff and Recall):** The Company rejects the Union's counterproposal with respect to Article XI, Section 2(b) and proposed to maintain current contract language with tentatively agreed language changes.

g. **Article XII (Job Vacancies):** The Company rejects the Union's proposal on Shift Differentials and proposes to maintain the current contract language with tentatively agreed language changes, plus:

i. 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.

ii. Subsection 3(b) (Tentatively agreed 6/6/23):

(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 to the **Production Tech job classification**.

iii. Subsection 3(d): **Delete.**

iv. Section 3(h) (New) (Tentatively agreed 6/6/23):

(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 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.

v. Section 3(f): **Reject. Maintain current contract language.**

vi. 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.

vii. **The Company proposes a Letter of Agreement on Job Vacancies.**

viii. **The Company proposes a Letter of Agreement on Testing Procedures for Maintenance, Testing and Inspection Job Classifications.**

h. **Article XIV (Temporary Transfers):** The Company rejects the Union's counterproposals with respect to Sections 3 and 4, and proposed to maintain the current contract language with tentatively agreed language changes, plus:

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 different job classification if the employee can **safely** perform the job with minimal training.

i. **Article XV (Hours of Work):** The Company again rejects the Union's proposals with respect to Article XV and proposed to maintain the current contract language with tentatively agreed language changes, plus:

i. **Section 2(a) (Workweek):** Add new subsection (ii) as follows:

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.

(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 employees affected at least seven (7) days in advance of the effective date of such change.

(ii) **When the Company permanently changes the shift starting time for any employee by more than four (4) hours, the employee affected at least seven (7) days in advance of the effective date of such change.**

(iii) 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.

(iv) Special schedules of hours and overtime will apply on jobs which require continuous operations, as set forth in the Side Letter Agreement No. 5.

j. **Article XVI (Shift Differentials):** The Company again rejects the Union's proposal on Shift Differentials and proposes to maintain the current contract language with tentatively agreed language changes.

k. **Article XVII (Vacations):** The Company again rejects the Union's proposal on Shift Differentials and proposes to maintain the current contract language with tentatively agreed language changes, plus:

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

ii. **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.

l. **Article XVIII (Holidays):** The Company again rejects the Union's proposal on Holidays and proposes to maintain the current contract language with tentatively agreed language changes, plus:

i. **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:

m. **Article XX (Personal Days):** The Company again rejects the Union's proposal with respect to Section 2 (Allowances) and proposes to maintain the current contract language with tentatively agreed language changes.

n. **Article XXI (Grievance and Arbitration Procedure):** The Company again rejects the Union's proposal with respect to Sections 4(d) and 4(e) proposes to maintain the current contract language with tentatively agreed language changes.

o. **Article XXII (Leaves of Absence):** The Company again rejects the Union's proposal on Article XXII and proposes to maintain the current contract language with tentatively agreed language changes, plus:

i. **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.*"

ii. **Section 2(b)(ii) (Tentatively Agreed 6/6/23):**

(ii) An employee with compelling medical circumstances may request medical leave on an intermittent basis, provided that the employee provides a certification that intermittent leave is medically necessary due to any employee's medical condition.

iii. **Section 3 (Bereavement Leave):**

Section 3. **Bereavement Leave.** An employee who is absent from work solely because of the death 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, **great-grandparent**, step grandparent, grandparent-in-law, **great-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.

1. Include new Subsection (c) as follows:

(c) **Employees eligible for bereavement leave under this Section may request their paid bereavement days on a non-consecutive basis for purposes of settling the estate of a deceased relative or other related legal matters. Employees must provide seven (7) days' advance notice to utilize paid bereavement days for this purpose.**

iv. **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.

p. **Article XXIV (Safety):** The Company again rejects the Union's proposal on Article XXII and proposes to maintain the current contract language with tentatively agreed language changes, plus:

i. **Section 2 (Safety Rules) (Tentatively agreed 6/6/23):**

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.

ii. **Section 3 (Personal Protective Equipment) (Tentatively agreed 6/6/23):**

(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.

q. **Article XXV (Strikes and Lockouts)**: The Company again rejects the Union's proposal on Article XXII and proposes to maintain the current contract language.

r. **Article XXVIII (Income Extension Aid)**: The Company again rejects the Union's proposal on Article XXII and proposes to maintain the current contract language with tentatively agreed language changes.

s. **Article XXX (Duration)**: The Company again rejects the Union's proposal on Article XXII and proposes to maintain the current contract language, plus:

i. **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 February 28, 2027 (the "Expiration Date").**

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

4. Letter of Agreement – Job Vacancies:

Letter of Agreement
Job Vacancies

Mr. Scott Slawson
President
UE Local Union 506
3923 Main Street
Erie, PA 16511

Re: Job Vacancies

Dear Scott:

This letter will confirm the substance of our agreement reached in the 2023 negotiations. In our negotiations, the Company and the Union discussed the fact that numerous bargaining unit employees who previously were awarded job vacancies pursuant to Article XII of the CBA have not yet been transferred to their new job classifications. This letter will confirm that the Company will transfer all employees who were awarded job vacancies during the term of the 2019-2023 CBA to their awarded job classification within thirty (30) days after the effective date of the 2023-2026 CBA.

Sincerely,

5. **Letter of Agreement – Testing Procedures for Maintenance, Testing and Inspection Job Classifications:**

Letter of Agreement
Testing Procedures for Maintenance, Testing and Inspection Job Classifications

Mr. Scott Slawson
President
UE Local Union 506
3923 Main Street
Erie, PA 16511

Re: Testing Procedures for Maintenance, Testing and Inspection Job Classifications

Dear Scott:

This letter will confirm the substance of our agreement reached in the 2023 negotiations. In our negotiations, the Company and the Union discussed the fact that bargaining unit employees bid on job vacancies in Maintenance, Testing and Inspection job classifications pursuant to Article XII of the CBA are required to engage in lengthy testing procedures as part of the selection process for these job classifications. This letter will confirm that, during the term of the 2023-2026 CBA, employees who bid on job vacancies in the Maintenance, Testing and Inspection job classifications, the Company will compensate these employees at the regular hourly rate of pay for any testing procedures in excess of two hours in length.

Sincerely,

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