



**ERIE, PENNSYLVANIA MANUFACTURING PLANT
RESPONSE TO FIRST UNION PROPOSAL
May 1, 2023**

1. Article I (Recognition):

- a. Section 1 (Recognition): No change.
- b. Section 2 (Employees; Defined): No change.
- c. Section 3 (New Employee Orientation): No change
- d. Section 4 (New): The Company offers the following counterproposal:

Section 4. (Employees Recalled from Layoff): Union representatives will be permitted to meet with employees recalled from a layoff in excess of one year for up to fifteen (15) minutes during their re-entry orientation.

- e. Section 5 (Exclusive Representation): No change.
- f. Section 6 (Non-Bargaining Unit Employees): Reject. Maintain current contract language.
- g. Section 7 (Repair, Defect, Rework and Modification) (New): Reject. This work is covered by Article VIII, Sections 1-2.
- h. Section 8 (Employee Communications): Reject. Maintain current contract language.
- i. Section 9 (Accretions): No change.

2. Article II (Notices):

- a. Section 1: No change.
- b. Section 2: No change.
- c. Section 3: Reject. Maintain current contract language.
- d. Section 4: Reject. Maintain current contract language.
- e. Section 5: Reject. Maintain current contract language.
- f. Section 6: The Company accepts the Union's proposal to modify Article II, Section 6.

- g. Section 7: No change.
3. **Article IV (Union Representatives and Stewards):**
- a. Section 1 (Stewards): Reject. Maintain current contract language.
 - b. Section 2 (Superseniority): Reject. Maintain current contract language.
 - c. Section 3 (Payment for time Spent on Local Union Activities): No change.
 - d. Section 4 (Union Business):
 - i. Subsection (a): Reject. Maintain current contract language.
 - ii. Subsection (b): Reject. Maintain current contract language.
 - iii. Subsection (c): Reject. Maintain current contract language.
 - iv. Subsection (d): Reject. Maintain current contract language.
 - v. Subsection (e): No change.
 - vi. Subsection (f): Reject. Maintain current contract language.
 - vii. Subsection (g): Reject. Maintain current contract language.
 - viii. Subsection (h) (New): Reject.
 - ix. Subsection (i): No change.
 - e. Section 5 (Leaves of Absence): No change.
 - f. Section 6 (Access): No change.
4. **Article V (Equal Employment Opportunity):**
- a. Section 1 (Prohibition on Employment Discrimination): No change.
 - b. Section 2 (Union's Commitment to Non-Discrimination): No change.
 - c. Section 3 (Accommodation of Disabilities): Reject. Maintain current contract language.
5. **Appendix A (Departments)**: The Company proposes to modify Appendix A as follows.

**APPENDIX A
Departments**

For purposes of this Agreement, the following will constitute "Departments":

- Platform
- Motors and Parts
- Burn Area Raw Material
- Multi Story
- Motors
- Alternator

Small & Medium Parts/Shaft Line
Advanced Machining & Large Parts
Radiator Fans
Locomotive Final Paint
Locomotive Commercial Test
Field Modification Instruction (FMI)
Bottom Side Assembly
Top Side Assembly
Truck
Device
Panel
Compartment
Control UX
Harness
Rad Cab
Main Cab
Aux Cab
Light Fab - Cab
Light Fab Sub Assembly
Light Fab Machine Shop
Internal Kitting
Export Kitting
Central Maintenance
Building Maintenance: Propulsion & Heavy Fab
Building Maintenance: Light Fab & Assembly Operations
Tool Room
Engine Lab Operations
Motor and Parts & Propulsion Testing
Locomotive Test and Development & Emissions
Powerhouse
Powerhouse Rotating Shifts
Clerical and Technical

If Departments are combined, or there are any changes in Departments, or if new Departments are established, the Company will provide the Union with at least thirty (30) days' notice.



**ERIE, PENNSYLVANIA MANUFACTURING PLANT
RESPONSE TO SECOND UNION PROPOSAL
May 2, 2023**

1. **Article I (Recognition):**

- a. Section 1 (Recognition): No change.
- b. Section 2 (Employees; Defined): No change.
- c. Section 3 (New Employee Orientation): No change
- d. Section 4 (New): The Company offers the following counterproposal:

Section 4. (Employees Recalled from Layoff): Union representatives will be permitted to meet with employees recalled from a layoff in excess of one year for up to fifteen (15) minutes during their re-entry orientation.

- e. Section 5 (Exclusive Representation): No change.
- f. Section 6 (Non-Bargaining Unit Employees): Reject. Maintain current contract language.
- g. Section 7 (Repair, Defect, Rework and Modification) (New): Reject. This work is covered by Article VIII, Sections 1-2.
- h. Section 8 (Employee Communications): Reject. Maintain current contract language.
- i. Section 9 (Accretions): No change.

2. **Article II (Notices):**

- a. Section 1: No change.
- b. Section 2: No change.
- c. Section 3: The Company offers the following counterproposal:

Section 3. The Company will notify the Union in writing thirty (30) days in advance of any layoffs that are expected to exceed thirty (30) days. A list of all employees on layoff with recall rights will be provided quarterly.

- d. Section 4: Reject. Maintain current contract language.
- e. Section 5: Reject. Maintain current contract language.
- f. Section 6: The Company accepts the Union's proposal to modify Article II, Section 6.
- g. Section 7: No change.

3. **Article IV (Union Representatives and Stewards):**

- a. Section 1 (Stewards): Reject. Maintain current contract language.
- b. Section 2 (Superseniority): Reject. Maintain current contract language.
- c. Section 3 (Payment for time Spent on Local Union Activities): No change.
- d. Section 4 (Union Business):
 - i. Subsection (a): Reject. Maintain current contract language.
 - ii. Subsection (b): Reject. Maintain current contract language.
 - iii. Subsection (c): The Company offers the following counterproposal:

(c) In the event of a reduction-in-force, Stewards, Chief Stewards and Union officers not on a leave of absence who adjust grievances may exercise superseniority to remain in their current job classification. In the event of a reduction-in-force, Stewards may exercise superseniority to remain on their current shift. In the event that Departments are combined, the most senior Steward in the combined department will be eligible for superseniority.

- iv. Subsection (d): Reject. Maintain current contract language.
- v. Subsection (e): No change.
- vi. Subsection (f): Reject. Maintain current contract language.
- vii. Subsection (g): Reject. Maintain current contract language.
- viii. Subsection (h) (New): Reject.
- ix. Subsection (i): No change.
- e. Section 5 (Leaves of Absence): No change.
- f. Section 6 (Access): No change.

4. **Article V (Equal Employment Opportunity):**

- a. Section 1 (Prohibition on Employment Discrimination): No change.
- b. Section 2 (Union's Commitment to Non-Discrimination): No change.

c. Section 3 (Accommodation of Disabilities): Reject. Maintain current contract language.

5. Article VII (Transfer of Work):

a. Section 1 (Work Relations – Notice): No change.

i. Subsection (a): Reject. Maintain current contract language.

ii. Subsection (b): Reject. Maintain current contract language.

iii. Subsection (c): The Company offers the following counterproposal:

(c) Upon request, the Company will meet and discuss with the Union any decision and/or the effects of any decision to permanently transfer bargaining unit work under this Section for up to twenty (20) days. In no event will the Company be obligated to delay any work transfer decision more than sixty (60) days from the date that notice was provided. The Company may implement its work transfer decision after this discussion period.

(i) Relevant information requested by the Union pertaining to the transfer of work will be provided on a timely basis.

(ii) The twenty (20) day bargaining period may be extended by mutual agreement.

iv. Subsection (d) (New): See counterproposal on Article VII, Section 1(c).

v. Subsection (e) (New): See counterproposal on Article VII, Section 1(c).

vi. Subsection (f) (New): Reject. Maintain current contract language.

b. Section 2 (Work Volumes): No change.

6. Article VIII (Subcontracting):

a. Section 1 (Subcontracting Rights): Reject. Maintain current contract language.

b. Section 2 (Legitimate Business Reasons): Reject. Maintain current contract language.

c. Section 3 (Good Faith Requirement): Reject. Maintain current contract language.

d. Section 4 (Notice):

i. Subsection (a): Reject. Maintain current contract language.

ii. Subsection (b): Reject. Maintain current contract language.

iii. Subsection (c): The Company offers the following counterproposal:

(c) The parties recognize that there are some subcontracting requirements of an emergency nature which make prior notification difficult. When this occurs, the Company will make every effort to notify the Union as soon as possible under the circumstances.

iv. Subsection (d): Reject. Maintain current contract language.

v. Subsection (e) (New): Reject.

vi. Section 5 (Subcontracted Functions): Reject. Maintain current contract language.

e. Section 6 (Non-Interference): The Company agrees to change the reference to Section 4 to Section 5.

f. Section 7 (Continuous Improvement Committee):

i. Subsection (a): No change.

ii. Subsection (b): The Company offers the following counterproposal:

(b) The CIC (and any departmental subcommittees) will discuss issues such as:

(i) Opportunities for new job creation.

(ii) Investment plans and potential impact on jobs.

(iii) Subcontracting of work and other sourcing issues.

(iv) Process changes and work practices to increase quality and efficiency.

(v) Innovative manufacturing techniques.

(vi) Technological improvements, including upgrading existing machinery for continued capability and efficiency.

(vii) Training opportunities.

iii. Subsection (c): No change.

iv. Subsection (d) (New): Reject. Maintain current contract language.

v. Subsection (e): No change.

vi. Subsection (f): No change.

vii. Subsection (g): Reject. Maintain current contract language.

viii. Subsection (h): Reject. Maintain current contract language.

ix. Subsection (i): No change.

g. Section 8 (Annual Meetings): No change.

7. **Appendix A (Departments)**: The Company proposes to modify Appendix A as follows.

**APPENDIX A
Departments**

For purposes of this Agreement, the following will constitute "Departments":

Platform
Motors and Parts
Burn Area Raw Material
Multi Story
Motors
Alternator
Small & Medium Parts/Shaft Line
Advanced Machining & Large Parts
Radiator Fans
Locomotive Final Paint
Locomotive Commercial Test
Field Modification Instruction (FMI)
Bottom Side Assembly
Top Side Assembly
Truck
Device
Panel
Compartment
Control UX
Harness
Rad Cab
Main Cab
Aux Cab
Light Fab - Cab
Light Fab Sub Assembly
Light Fab Machine Shop
Internal Kitting
Export Kitting
Central Maintenance
Building Maintenance: Propulsion & Heavy Fab
Building Maintenance: Light Fab & Assembly Operations
Tool Room
Engine Lab Operations
Motor and Parts & Propulsion Testing
Locomotive Test and Development & Emissions
Powerhouse
Powerhouse Rotating Shifts
Clerical and Technical

If Departments are combined, or there are any changes in Departments, or if new Departments are established, the Company will provide the Union with at least thirty (30) days' notice.