



**ERIE, PENNSYLVANIA MANUFACTURING PLANT
RESPONSE TO SIXTH UNION PROPOSAL
May 15, 2023**

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

a. Section 4 (New): The Company offers the following counterproposal
(**Tentatively Agreed – 5/3/23**):

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.

b. Section 6 (Non-Bargaining Unit Employees): Reject. Maintain current contract language.

c. Section 7 (Employee Communications): Reject. Maintain current contract language.

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

a. Section 1: The Company offers the following counterproposal
(**Tentatively Agreed – 5/4/23**):

Section 1. The Company agrees to inform the Union regarding any changes in terms and conditions of employment that are not covered by this Agreement. If the Company implements or modifies any work rules, workplace policies or procedures affecting bargaining unit employees, the Company will provide advance notice to the Union before communicating such new or modified rules, policies or procedures to bargaining unit employees.

b. Section 3: The Company offers the following counterproposal
(**Tentatively Agreed – 5/4/23**):

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.

c. Section 6: The Company accepts the Union's proposal to modify Article II, Section 6 (**Tentatively Agreed – 5/2/23**).

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 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.

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

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

5. **Article VIII (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.

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.

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

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

g. 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.

7. Article IX (Seniority):

a. Section 1 (Probationary Period): Reject. Maintain current contract language. However, the Company would be willing to modify Article XVIII, Section 1 to provide that new employees will be eligible for paid holidays after ninety (90) days of service.

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

ii. Subsection (b): No change.

b. Section 2 (Seniority): Reject. Maintain current contract language.

i. Subsection (a): No change.

ii. Subsection (b): No change.

iii. Subsection (c) (Resolving Ties in Seniority): No change.

iv. Subsection (d) (Leaves of Absence): No change.

- v. Subsection (e) (Lay Off) (New): Reject.
- c. Section 3 (Loss of Seniority): No change.
 - i. Subsection (a): The Company offers the following counterproposal:
 - (a) Retirement from Wabtec. For all purposes under this Agreement, the term “Retirement” shall mean voluntary separation from employment with the Company after reaching 59 1/2 years of age.
 - ii. Subsection (b): No change.
 - iii. Subsection (c): No change.
 - iv. Subsection (d): No change.
 - v. Subsection (e): No change.
 - vi. Subsection (f): No change.
 - vii. Subsection (g): No change.
 - viii. Subsection (h): No change.
 - ix. Subsection (i): No change.
 - x. Subsection (j): No change.
 - xi. Subsection (k): Reject. Maintain current contract language.
- d. Section 4 (Seniority Restoration): Reject. Maintain current contract language.

8. **Article XI (Layoff and Recall)**:

- a. Section 1: No change.
 - i. Subsection (a): No change.
 - ii. Subsection (b): No change.
 - iii. Subsection (c): No change.
 - iv. Subsection (d): No change.
 - v. Subsection (e): No change.
 - vi. Subsection (f): Reject. Maintain current contract language.
- b. Section 2: No change.
 - i. Subsection (a): No change.
 - ii. Subsection (b): Reject. Maintain current contact language.
 - iii. Subsection (c): No change.
 - iv. Subsection (d): No change.
 - v. Subsection (e): No change.

9. **Article XII (Job Vacancies):**

a. Section 1 (Job Bidding): The Company offers the following counterproposal:

Section 1. Job Bidding. Section 1. 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.~~

b. Section 2 (Selection Criteria): Reject. Maintain current contract language.

c. Section 3 (Guidelines for Job Bidding):

i. Subsection (a): The Company offers the following counterproposal:

(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 (b): The Company offers the following counterproposal:

(b) Prior to recalling employees on layoff, any job vacancies will be posted for bid in accordance with this Article.

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

(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, job requirements, shift, wage rate, department, location, testing requirements (if applicable) and supervisor's name and telephone 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.

iv. Subsection (d): No change.

v. Subsection (e): No change.

vi. Subsection (f): Reject. Maintain current contact language.

vii. Subsection (g): No change.

viii. Subsection (h) (New): The Company offers the following counterproposal:

(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 schedules the interview, the employee will be granted additional time to complete the interview process.

ix. Subsection (i): No change.

x. Subsection (j): The Company offers the following counterproposal:

(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.

xi. Subsection (k) (New): Reject. See counterproposal with respect to Subsection (j) above.

d. Section 4 (Team Leaders/Instructors): The Company offers the following counterproposal:

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. Notice regarding new or vacant Team Leader/Instructor positions will be posted in the affected department and will not be subject to the posting procedures set forth in Sections 1, 2 and 3 of this Article.

i. Subsection (a): No change.

ii. Subsection (b): No change.

iii. Subsection (c): No change.

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

v. Subsection (e): No change.

vi. Subsection (f): No change.

10. **Article XIV (Temporary Transfers):**

- a. Section 1 (Temporary Transfers): Reject. Maintain current contract language.
- b. Section 3 (Shift Change) (New): Reject. See Article XIII, Sections 2-3.
- c. Section 4 (Duration of Temporary Transfer):
 - i. Subsection (a): Reject. Maintain current contract language.
 - ii. Subsection (b): Reject. Maintain current contract language.
 - iii. Subsection (c) (New): Reject.
 - iv. Subsection (d): Reject. Maintain current contract language.
 - v. Subsection (e): Reject. See Article II, Section 4.

11. **Article XV (Hours of Work):**

- a. Section 2 (Hours of Work):
 - i. Subsection (a) (Workweek): Reject. Maintain current contact language.
 - ii. Subsection (b) (Workday): Reject. See Article XV, Section 4(c).
 - 1. Subsection (b)(i): No change.
 - 2. Subsection (b)(ii): No change.
 - 3. Subsection (b)(iii): Reject. Maintain Letter of Agreement – Continuous Operations.
 - iii. Subsection (c) (Timekeeping): No change.
 - iv. Subsection (d) (Overtime Approval): No change.
- b. Section 3 (Rest and Meal Periods):
 - i. Subsection (a) (Rest Period): Reject. Maintain current contract language.
 - ii. Subsection (b) (Meal Period): No change.
 - iii. Section (c) (Overtime Assignments): No change.
 - 1. Subsection (c)(i): No change.
 - 2. Subsection (c)(ii): Reject. Maintain current contract language.
 - 3. Subsection (c)(iii): Reject. Maintain current contact language.
 - 4. Subsection (c)(iv): Reject. Maintain current contact language.

- c. Section 4 (Overtime Premium): No change.
 - i. Subsection (a): No change.
 - ii. Subsection (b): No change.
 - iii. Subsection (c): The Company accepts the Union’s proposal to modify Article XV, Section 4(c).
 - iv. Subsection (d): No change.
 - v. Subsection (e): No change.

- d. Section 9 (Payroll Issues):
 - i. Subsection (a): Reject. Maintain current contract language.
 - ii. Subsection (b): No change.
 - iii. Subsection (c) (New): The Company offers the following counterproposal:

(d) If an error is made in calculating an employee’s wages, the Company will notify the affected employee and either correct any underpayment of wages or arrange for repayment of any overpayment of wages by the employee.

- iv. Subsection (d): No change.

- e. Section 10 (Continuous Operations Workday -= Workweek): Reject. Maintain Letter of Agreement – Continuous Operations.

12. **Article XXI (Discipline and Discharge) (New)**:

- a. Section 1 (Just Cause) (New): Reject. The “Just cause” standard is already included in Article VI (Management Rights).

- b. Section 2 (Investigatory Interviews): Reject. See counterproposal with respect to Article XXI (Grievance Procedure), Section 6.

- i. Subsection (a) (New): Reject. See counterproposal with respect to Article XXI (Grievance Procedure), Section 6.
- ii. Subsection (b) (New): Reject. See counterproposal with respect to Article XXI (Grievance Procedure), Section 6.
- iii. Subsection (c) (New): Reject.
- iv. Subsection (d) (New): Reject.
- v. Subsection (e) (New): Reject.

- c. Section 3 (Suspension Pending Investigation) (New): Reject. See counterproposal with respect to Article XXI (Grievance Procedure), Section 5.

- i. Subsection (a) (New): Reject. See counterproposal with respect to Article XXI (Grievance Procedure), Section 5.

ii. Subsection (b) (New): Reject. See counterproposal with respect to Article XXI (Grievance Procedure), Section 5.

d. Section 4 (Discipline) (New): Reject.

i. Subsection (a) (New): Reject. See counterproposal with respect to Article XXI (Grievance Procedure), Section 5.

ii. Subsection (b) (New): Reject.

iii. Subsection (c) (New): Reject.

iv. Subsection (d) (New): Reject.

1. Subsection (d)(i) (New): Reject.

e. Section 5 (Information) (New): Reject.

f. Section 6 (Procedure for Discipline Cases) (New): Reject. This language is duplicative of Article XXI (Grievance Procedure), Section 5.

13. **Article XXII (Grievance and Arbitration Procedure)**:

a. Section 1 (Grievance Defined): Reject. Maintain current contract language.

b. Section 2 (Procedure): No change.

c. Section 3 (Extensions): No change.

d. Section 4 (Grievance Procedure): No change.

i. Subsection (a) (Step 1): No change.

ii. Subsection (b) (Step 2): No change.

iii. Subsection (c) (Step 3): No change.

iv. Subsection (d) (Step 4): Reject. Maintain current contract language.

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

e. Section 5 (Procedure for Disciplinary Cases): The Company offers the following counterproposal:

Section 5. Procedure for Disciplinary Cases.

(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, an employee 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 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.

f. Section 6 (Representation): The Company offers the following counterproposal:

Section 6. Union 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.

14. **Article XXIII (Leaves of Absence):**

a. Section 2 (Medical Leave):

i. Subsection (a) (Family and Medical Leave): The Company offers the following counterproposal:

(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.~~

1. Subsection (a)(i): Reject. Maintain current contract language.
2. Subsection (a)(ii): The Company offers the following counterproposal:
 - (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 accrued vacation during approved FMLA leaves of absence but will be required to use other paid leave benefits (e.g., Personal Illness Pay) for any lost work days that are not covered by short-term disability benefits.
3. Subsection (a)(iii): The Company offers the following counterproposal:
 - (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 available Personal Illness Pay during the period of their FMLA leaves of absence.
4. Subsection (a)(iv): No change.
5. Subsection (a)(v): No change.
- ii. Subsection (b) (Medical Leaves of Absence): Reject. Maintain current contract language.
 1. Subsection (b)(i): No change.
 2. Subsection (b)(ii): No change.
 3. Subsection (b)(iii): No change.
 4. Subsection (b)(iv): No change.
 5. Subsection (b)(v) (New): Reject.
 6. Subsection (b)(vi): Reject. Maintain current contract language.
- b. Section 3 (Bereavement Leave): Reject. Maintain current contract language.
 - i. Subsection (a): No change.
 - ii. Subsection (b) (New): Reject.
 - iii. Subsection (c): Reject. Maintain current contract language.
 - iv. Subsection (d) (New): Reject.
 - v. Subsection (e): No change.
- c. Section 4 (Jury Duty): Reject. See Company proposal with respect to Article XXIII, Section 5 below.
 - i. Subsection (a): No change.

- ii. Subsection (b): No change.
- iii. Subsection (c): No change.
- iv. Subsection (d): No change.
- v. Subsection (e): No change.
- vi. Subsection (f): Reject. See Company proposal with respect to Article XXIII, Section 5 below.

d. Section 5 (Subpoenas) (New): The Company offers the following counterproposal:

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 XXVI (Strikes and Lockouts)**:

- a. Section 1 (No Strikes): Reject. Maintain current contract language.
 - i. Subsection (a): Reject. Maintain current contract language.
 - 1. Subsection (a)(i): Reject. Maintain current contract language.
 - 2. Subsection (a)(ii): Reject. Maintain current contract language.
 - 3. Subsection (a)(iii): Reject. Maintain current contract language.
 - 4. Subsection (a)(iv): Reject. Maintain current contract language.
 - ii. Subsection (b): Reject. Maintain current contract language.
 - 1. Subsection (b)(i): Reject. Maintain current contract language.
 - 2. Subsection (b)(ii): Reject. Maintain current contract language.
 - 3. Subsection (b)(iii): Reject. Maintain current contract language.
 - 4. Subsection (b)(iv): Reject. Maintain current contract language.
 - iii. Subsection (c): Reject. Maintain current contract language.
- b. Section 2 (No Lockouts): Reject. Maintain current contract language.

16. **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.

17. **Appendix C (Job Classifications/Families for Bumping Down) (New)**: Reject.