



ERIE, PENNSYLVANIA MANUFACTURING PLANT
RESPONSE TO ELEVENTH UNION PROPOSAL
May 23, 2023

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

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

Section 1. Stewards. The Union shall have the sole right to select its representatives, including its Officers, Stewards and Chief Stewards.

(a) 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) The Union may designate no more than one Steward on each shift in each Department set forth in Appendix A where employees are assigned who will be 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) Stewards or Chief Stewards who lose their Union position due to resignation, loss of election or otherwise will be subject to layoff 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.

b. Section 2 (Chief Stewards): The Company offers the following counterproposal:

Section 2. Chief Stewards. 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

c. Section 3 (Superseniority): The Company offers the following counterproposal:

Section 3. Superseniority.

(a) 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.

(b) 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.

(c) In the event of a reduction-in-force, Stewards may exercise superseniority to remain on their current shift.

(d) In the event that Departments are combined, the most senior Steward in the combined department will be eligible for superseniority.

d. Section 4 (Payment for Time on Local Union Activities): No change.

e. Section 5 (Union Business): The Company offers the following counterproposal:

Section 5. Union Business.

(a) Stewards, Chief Stewards and other Union representatives who are not on leave of absence 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 requests 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 may request paid Union Business time during their regular shift for purposes of for pre-planned membership meetings and Executive Board meetings, provided that the Union provides at least seven (7) days advance notice to the Company. Such requests 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 XXI. 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 his/her supervisor and shall not contact another employee on Union business without 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 XXI) shall take place before or after regularly scheduled hours, on or during lunch or rest periods.

(h) 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.

2. Article VII (Transfer of Work):

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

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

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

(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.

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. **(Tentatively agreed 5/23/23)**

(i) Relevant information requested by the Union pertaining to the transfer of work will be provided on a timely basis. If the Union requests information within five (5) days after receipt of notice, the twenty (20) day bargaining period will commence upon receipt of the requested information. **(Tentatively agreed 5/23/23)**

(ii) The twenty (20) day bargaining period may be extended by mutual agreement. **(Tentatively agreed 5/23/23)**

3. **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. **(Tentatively agreed 5/23/23)**

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

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

e. Section 5 (Subcontracted Functions): No change.

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 (b): The Company offers the following counterproposal **(Tentatively agreed 5/17/23):**

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

- (i) Opportunities for new job creation.
 - (ii) Opportunities for new bargaining unit employees.
 - (iii) 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.
- ii. Subsection (c): No change.
 - iii. Subsection (d) (New): Reject. Maintain current contract language.
 - iv. Subsection (e): The Company offers the following counterproposal:

(e) Employees will be permitted to participate on the CIC. The Company will consult with the Union-appointed member of the CIC Committee before selecting employees to participate on the CIC. Employees selected to participate will be required to attend a training program on innovative/lean manufacturing techniques. Employee members on the CIC may resign at any time.

- v. Subsection (f): No change.
- vi. Subsection (g): No change.
- vii. Subsection (h): No change.
- viii. Subsection (i): No change.

4. **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): ~~Former General Electric Transportation (GET) employees hired by Wabtec and employed as of the Effective Date of this Agreement will not be required to serve a probationary period.~~

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

- i. Subsection (a): No change.

- ii. Subsection (b): Any former GET employee who is hired by the Company during the term of this Agreement will be credited with his/her GET seniority.
 - 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. (Tentatively agreed (5/17/23))
 - 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.

5. **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.

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

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

Section 1. Job Bidding. 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.~~ **(Tentatively agreed 5/17/23)**

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; 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.

iii. Subsection (c): The Company offers the following counterproposal **(Tentatively agreed 5/17/23)**:

(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. 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 Illness Pay.

- 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.

d. Section 4 (Team Leaders/Instructors): The Company offers the following counterproposal (**Tentatively agreed 5/17/23**):

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.

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

a. Section 1 (Temporary Transfers): Reject. Maintain current contract language.

- b. Section 2 (Shift Change) (New): Reject. See Article XIII, Sections 2-3.
- c. Section 3 (Applicable Wage Rate): No change.
- d. 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) (New): Reject. See Article II, Section 4.

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

- a. Section 2 (Hours of Work):
 - i. Subsection (a) (Workweek): No change.
 - 1. Subsection (a)(i): No change.
 - 2. Subsection (a)(ii): Reject. Maintain current contract language.
 - 3. Subsection (a)(iii): No change.
 - ii. Subsection (b) (Timekeeping): No change.
 - iii. Subsection (c) (Overtime Approval): No change.
- b. Section 3 (Rest and Meal Periods):
 - i. Subsection (a) (Rest Period): The Company offers the following counterproposal (**Tentatively agreed 5/23/23**):
 - (a) Rest Period. Employees will be provided one paid ten (10) minute rest period during each shift of at least eight (8) hours in length.
 - (i) Employees who work in excess of ten (10) consecutive hours will be offered an additional paid ten (10) minute rest period.
 - (ii) In its discretion, the Company may provide an additional paid break period of ten (10) minutes in lieu of an unpaid lunch period.
 - ii. Subsection (b) (Meal Period): No change.
 - iii. Section (c) (Overtime Assignments): No change.
 - 1. Subsection (c)(i): No change.
 - 2. Subsection (c)(ii): No change.
 - 3. Subsection (c)(iii): Reject. Maintain current contract language.
 - 4. Subsection (c)(iv): Reject. Maintain current contract 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) (**Tentatively agreed 5/5/23**):

(c) In excess of eight (8) hours in any continuous twenty-four (24) hour period beginning at the starting time of the employee's shift, unless and until the employee shall have been relieved from work; or

- 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 (**Tentatively agreed 5/17/23**):

(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.

9. **Article XVII (Vacations):**

- a. Section 1 (Vacation Accrual):
 - i. Subsection (a): No change.
 - ii. Subsection (b): ~~Former GET employees will begin their employment with the Company at the same amount of vacation that they earned working for GET, provided that such an employee was actively employed by GET immediately prior to the closing date of the acquisition of the Erie Plant (i.e., performed services for GET during the thirty (30) day period prior to the Closing Date and not permanently laid off, discharged, resigned or retired). Further, employees previously employed by GET will retain any vacation that is accrued but remains unused as of the Closing Date.~~
 - iii. Subsection (c): No change.
 - iv. Subsection (d) (New): Reject. Maintain current contract language.
 - v. Subsection (e): HOLD
 - vi. Subsection (f): Delete. (**Tentatively agreed 5/19/23**)
 - vii. Subsection (g): HOLD
 - viii. Subsection (h): HOLD
 - ix. Subsection (i): Reject. Maintain current contract language.

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

(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.

2. Subsection (i)(ii): No change.

3. Subsection (i)(iii): Reject. Maintain current contract language.

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

5. Subsection (i)(v): No change.

6. Subsection (i)(vi): No change.

x. Subsection (j): No change.

xi. Subsection (k): Reject. Maintain current contract language.

xii. Subsection (l) (New): Reject.

xiii. Subsection (m): No change.

xiv. Subsection (n): No change.

b. Section 2 (Shutdowns): No change.

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

ii. Subsection (b): Reject. See counterproposal with respect to Section 1(i)(i).

iii. Subsection (c): No change.

10. **Article XVIII (Holidays)**:

a. Section 1 (Holidays): HOLD

b. Section 2 (Holiday Observance): No change.

c. Section 3 (Floating Holiday) (New): HOLD

d. Section 4 (Holiday Pay): HOLD

e. Section 5 (Work on Scheduled Holidays): No change.

f. Section 6 (Holiday in Vacation Period): No change.

11. **Article XX (Personal Days)**:

a. Section 1 (Accrued Personal Illness Pay): Delete. **(Tentatively agreed 5/19/23)**

b. Section 2 (Allowance): The Company offers the following counterproposal:

Section 2. Allowance. Employees who have completed at least one year of service will be eligible for Personal Days based upon their years of service in accordance with the schedule below:

Continuous Service	Maximum Hours of Personal Days for each Calendar Year
At least one year but less than fifteen (15) years of service	24 Hours
At least fifteen (15) years but less than twenty-four (24) years of service	32 Hours
Twenty-five or more years of service	40 Hours

c. Section 3 (Use): The Company offers the following counterproposal:

Section 3. Use. Personal Days may be used for absences due to an employee's personal illness or injury, appointments with a physician or dentist, the illness of a spouse or child, due to unavailability of child care for minor children or for any other legitimate reason.

d. Section 4 (Accumulation of Personal Illness Pay): The Company offers the following counterproposal:

Section 4. Accumulation of Personal Days. Any unused Personal Days remaining at the end of the calendar year will be rolled over to the following calendar year up to a maximum accumulation of two hundred forty (240) hours. Any unused Personal Days (Hours) in excess of two hundred forty (240) hours will be paid out at the end of the calendar year.

e. Section 5 (Payment): The Company offers the following counterproposal:

Section 5. Payment. The rate of pay for Personal Days will be current normal straight-time hourly earnings in effect when last at work prior to the absence including any applicable shift differential. The maximum payment for one Personal Day will be the number of hours in the employee's established regular daily schedule for the day of absence not to exceed his/her total eligibility. Personal Days for absences of an hour or longer shall be compensated based on the actual scheduled hours of work during which the employee was absent.

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

Section 6. Approval. An employee must notify his/her supervisor to utilize Personal Days (Hours). An employee is expected to notify his/her supervisor in advance of the absence

whenever possible, in order that the supervisor may have an opportunity to arrange for a replacement or to reschedule the work. If the need to use a full or partial Personal Day is foreseeable, employees are expected to provide twenty-four (24) hours' notice prior to utilizing a Personal Day. The Company reserves the right to require employees to provide medical documentation with respect to any absences longer than three (3) consecutive workdays.

g. Section 7 (Payout of Accrued Personal Illness Pay): Subsection (a): The Company offers the following counterproposal:

(a) If an employee is terminated from employment due to the closure of the Erie Plant or the sale of the Erie Plant to a new company that does not have a similar sick pay benefit, the employee will be paid for any accumulated Personal Days.

(b) If an employee retires (at age 59 ½ or older), dies, voluntarily resigns from employment with a minimum of two (2) weeks' notice, or loses his/her seniority due to layoff or leave of absence under Article IX, Section 3, the employee will be paid for any accumulated Personal Days.

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 XXI (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 XXII (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 XXIV (Safety):**

a. Section 1 (Commitment to Safety): No change.

b. Section 2 (Safety Rules): The Company offers the following counterproposal:

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.

i. Subsection (a): No change.

ii. Subsection (b): No change.

iii. Subsection (c): Reject. Maintain current contract language.

c. Section 3 (Personal Protective Equipment): No change.

i. Subsection (a): No change.

1. Subsection (a)(i): HOLD

2. Subsection (b)(ii): HOLD

3. Subsection (b)(iii): No change.

ii. Subsection (b): No change.

iii. Subsection (c): Reject. Maintain current contract language.

d. Section 4 (Workplace Injuries): No change.

e. Section 5 (Safety Inspections): No change.

f. Section 6 (Hazard Pay) (New): Reject.

16. **Article XXV (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.

17. **Article XXVII (Severance Allowance):**

- a. Section 1 (Plant Closing Notice): No change.
- b. Section 2 (Bargaining): No change.
- c. Section 3 (Eligibility): No change.
 - i. Subsection (a): No change.
 - ii. Subsection (b): No change.
 - iii. Subsection (c) (New): The Company offers the following counterproposal:

(c) Employees who were laid off pursuant to Article XI, Section 1 of the Agreement less eighteen (18) months prior to the effective date of the plant closure will be eligible for a Severance Allowance under this Article. Any payments received by a laid off employee under Article XXVII (Income Extension Aid) will be deducted from the employee's Severance Allowance.

- iv. Subsection (d): No change.
- v. Subsection (e): No change.

vi. Subsection (f): No change.

vii. Subsection (g): The Company offers the following counterproposal:

(g) Employees affected by a plant closing will be eligible for payout of accrued but unused vacation under Article XVII, Section 1(l) but will not be subject to any deduction for unearned vacation utilized prior to their termination date.

d. Section 4 (Severance Allowance; Amount): No change.

e. Section 5 (Calculation): No change.

f. Section 6 (Payment): No change.

g. Section 7 (Non-Duplication): No change.

i. Subsection (a): No change.

ii. Subsection (b) (New): See counterproposal with respect to Section 3(g) above.

iii. Subsection (c): No change.

iv. Subsection (d): No change.

h. Section 8 (Employment Assistance Plan): No change.

i. Section 9 (Protected Benefit) (New): Reject.

j. Section 10 (Closing Agreement): No change.

18. Article XXVIII (Income Extension Aid)

a. Section 1 (Supplemental Unemployment Compensation):

i. Subsection (a): No change.

ii. Subsection (b): No change.

iii. Subsection (c): No change.

1. Subsection (c)(i): No change.

2. Subsection (c)(ii): No change.

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

4. Subsection (c)(iv): No change.

5. Subsection (c)(v)(New): HOLD.

- b. Section 2 (Layoff Benefit): No change.
- c. Section 3 (Lump-Sum Option): No change.
- d. Section 4 (Continuation of Benefits): The Company offers the following counterproposal (**Tentatively agreed 5/17/23**):

Section 4. Deductions. ~~Employees on an approved leave of absence will be permitted to continue coverage under the Company's Medical Plan, Dental Plan, and Vision Plan without paying the regular employee contribution for such coverages. Those employees will be required to reimburse the Company for fifty percent (50%) of the employee contributions for coverage under these plans once the employee returns to active employment. Reimbursements will be paid by payroll deductions over a period not to exceed twelve (12) months after the employee returns to active employment.~~ The Company shall only deduct Federal income tax, Medicare, and Social Security from IEA checks remitted to employees.

- e. Section 5 (Seniority Rights): No change.
- f. Section 6 (Continuation of Income Extension Aid (IEA)):
 - i. Subsection (a): No change.
 - ii. Subsection (b): No change.
 - iii. Subsection (c): Reject. Maintain current contract language.
 - iv. Subsection (d): No change.
 - v. Subsection (e): No change.

19. **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.

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

21. **Letter of Agreement – Temporary Transfers (New)**

Letter of Agreement
Transfers of Work

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

Re: Temporary Transfers – Union Steward

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, in order to assure that bargaining unit employees are effectively represented, stewards designated by the Union pursuant to Article IV, Section 1 of the Agreement ordinarily should be present in their respective departments during their regularly scheduled shifts. Accordingly, for purposes of Article XIV of the Agreement, the Company agrees to make every effort to minimize the amount of time that designated stewards are temporarily transferred. Further, in those instances in which stewards are temporarily transferred to another job classification for legitimate business reasons, the Company will make every effort to minimize the amount of time of such temporary transfers so that stewards can be returned to their regular job classification and department expeditiously.

In the event that the Union believes that the Company is abusing the right to temporarily transfer stewards under Article XIV, the Union will be permitted to file a grievance at Step 3 of the grievance procedure to promptly address any such abuses.

Sincerely,