



**ERIE, PENNSYLVANIA MANUFACTURING PLANT**  
**RESPONSE TO THIRD UNION PROPOSAL**  
**May 3, 2023**

**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.



**ERIE, PENNSYLVANIA MANUFACTURING PLANT**  
**RESPONSE TO FOURTH UNION PROPOSAL**  
**May 4, 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. (Tentatively Agreed – 5/3/23)

- e. Section 5 (Exclusive Representation): No change.
- f. Section 6 (Non-Bargaining Unit Employees): Reject. Maintain current contract language.
- g. Section 7 (Employee Communications): Maintain current contract language.
- h. Section 8 (Accretions): No change.

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

- a. Section 1: The Company offers the following counterproposal:

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 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.

- 3. Section 7: No change.

4. **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 contract language.
- iii. Subsection (c): No change.
- iv. Subsection (d): No change.
- v. Subsection (e): No change.

- c. Section 3: No change.

- d. Section 4: No change.

- e. Section 5: No change.

- f. Section 6: No change.

- g. Section 7: No change.

5. **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 contract 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.

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



**ERIE, PENNSYLVANIA MANUFACTURING PLANT**  
**RESPONSE TO FIFTH UNION PROPOSAL**  
**May 5, 2023**

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

- a. Section 1 (Temporary Transfers): Reject. Maintain current contract language.
- b. Section 2 (Applicable Wage Rate): No change.
- c. Section 3 (Shift Change) (New): Reject. See Article XIII, Sections 2-3.
- 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): Reject. See Article II, Section 4.

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

- a. Section 1 (Shift Schedules): No change.
- b. Section 2 (Hours of Work):
  - i. Subsection (a) (Workweek): Reject. Maintain current contract 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.



- c. 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.
- d. 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.
- e. Section 5 (Double Time): No change.
- f. Section 6 (Call-Ins) No change.
- g. Section 7 (Report-in Time): No change.
- h. Section 8 (Dispensary Time): No change.
- i. 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.
  - j. Section 10 (Continuous Operations Workday -= Workweek): Reject. Maintain Letter of Agreement – Continuous Operations.

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

a. Section 1 (Personal Leave): No change.

b. 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 contact 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.
- c. 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.
- d. 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.
- e. 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.
- f. Section 6 (Military Leave): No change.
  - g. Section 7 (Voting Leave): No change.