

United Electrical, Radio & Machine Workers of America – Local 506



The Union Representing Erie Wabtec Workers

Wages (Article X)

Date	Wage Increase	COLA
Ratification Date	4%	\$.36
June 3, 2024	3.5%	\$.36
June 2, 2025	3%	\$.36
June 1, 2026	3.5%	\$.36

Progression- 70% minimum start rate 5 years with even steps

Employee Benefits (Article XIX)

- 3% cap on increases to employees' contribution cost for each plan year
- Any changes to shall not diminish benefits or employee/dependent access to those benefits
- HRA- 1500.00 single/3000.00 family
- All other terms and conditions related to Employee Benefits as outlined in the June 20, 2023 proposal.

Personal Days (Article XX)

6 months – 9 years	24 hours
10 – 15 years	32 hours
16+ years	40 hours

FMLA (Article XXII)

- No employee will be required to utilize more than 40 hours of personal time for any FMLA claim

Vacation (Article XVII)

- Any employee that reaches their 30-year milestone during the term of this agreement will be eligible to accumulate 240 hours of vacation.
- Company issues a Letter of Agreement that they do not have the unilateral right to schedule an employee's vacation outside of shutdown.
- No employee will lose vacation days eligibility due to the ongoing labor dispute.

Subcontracting

- Company issues a Letter of Agreement that it will not permanently subcontract any bargaining unit work during the term of this agreement.

Grievance/Strike (Article XXI/XXV)

- See proposed changes

All other terms and conditions as outlined in the Company Proposal 6-20-23

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Article XXI. Grievance and Arbitration

(a) Step 4. If the decision of the Labor Relations Manager (or his/her designee) does not resolve the grievance, the Union may request that the grievance be submitted to final and binding arbitration, provided the arbitration demand is submitted to the Company within sixty (60) calendar days after receipt of the Step 3 answer. If the Step 3 answer is not appealed to arbitration within sixty (60) calendar days, the Step 3 answer will be considered final and binding on the employee, the Company, and the Union.

(b) Any grievance which remains unsettled after having been fully processed pursuant to the provisions of this Article, and which involves a disciplinary penalty (including discharge) imposed on or after the effective date of this Agreement, which is alleged to have been imposed without just cause, shall be submitted to arbitration upon written request in accordance with the provisions of this Article.

(c) In connection with any other grievance or dispute not satisfactorily resolved after the grievance process has been exhausted in accordance with this Article the Union shall have the right to exercise its rights under Article XXVI of this Agreement.

Article XXV. STRIKES AND LOCKOUTS

Section 2. The Union or Local or their representatives will not cause or sanction their members to cause or take part in any strike, sit-down, stay-in, or slowdown or other stoppage of work, in any of the Works of the Company coming within the terms of this Agreement:

(a) In connection with any grievance or dispute until all the bargaining steps set forth in the Grievance Procedure shall have been exhausted and the grievance or dispute has not been submitted to arbitration or, if submitted to arbitration, has been withdrawn from arbitration in the manner and within the time limits provided in Article XXI of this agreement.

(i) In the event the Union should exercise its right to strike in accordance with the provisions set forth herein, the Company will receive written or telegraphic notice from the Local of such strike not less than **ten (10) Days** prior to the commencement of such strike, and the notice will specify the exhausted grievance over which the strike is being called.

(ii) Upon receipt by the Company of such strike notice, the Company and the Union will meet immediately to discuss the dispute and the contemplated action so that management may assess the situation.

(iii) Notwithstanding the foregoing the Local shall not have a right to strike if the union has not issued notice within **sixty (60) days** after the receipt by the Union of the Company's final answer on a cited grievance at Step 3 of the Grievance Procedure.

(iv) If the Union elects to engage in a strike under this Section, such strike action must be taken, if at all, within sixty (60) days after the expiration of the ten (10) day meeting period.

Section 3. No Lockouts. The Company agrees that there shall be no form of lockout during the term of this Agreement. The Company will not lock out any employee or transfer any job under dispute from the Erie, Pennsylvania Manufacturing Plant nor will the local management take similar action while a disputed job is under discussion at any of the steps of the grievance procedure set forth in Article XXI of this agreement, or if the parties agree to arbitrate the matter.

Explanation

- Union will have 60 days from the date of the step 3 answer to issue a docket number on grievances unrelated to discipline. If 60-day timeline is exceeded grievance is exhausted.
- The company and the Union will have 10 days to meet and try to resolve the issue.
- If the grievance remains unresolved, the Union will have the right to exercise a strike action. Such strike action, if taken at all, must be taken within 60 days after the 10-day resolution period.