



**ERIE, PENNSYLVANIA MANUFACTURING PLANT
SIXTH COMPANY PROPOSAL
June 10, 2023**

A G R E E M E N T

This collective bargaining agreement (“Agreement”) is entered into as of the 10th day of June, 2023, by and between Wabtec Corporation (the “Company”) and United Electrical, Radio and Machine Workers of America and its Local Union Nos. 506 and 618 (collectively, the “Union”).

Article I. RECOGNITION (TA 6/5/2023)

Section 1. Recognition. The Company recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment for the following bargaining unit:

All hourly production, maintenance, testing, clerical, technical, laboratory and warehouse employees of Wabtec Corporation at its manufacturing Plant located at 2901 East Lake Road, Erie, Pennsylvania (the “Erie Plant”), excluding all other employees, including, but not limited to, all employees at the Erie Plant who are represented by other local or international unions, office clerical, professional, managerial, and confidential employees, and all guards and supervisors as defined in the National Labor Relations Act, as amended.

Section 2. Employee; Defined. “Employee” as used in this Agreement means employees in the bargaining unit represented by the Union and who are subject to the terms of the Agreement.

Section 3. New Employee Orientation. Union representatives will be permitted to meet with new employees hired by the Company at the Erie Plant for up to thirty (30) minutes during their new hire orientation.

Section 4. Employees Recalled from Layoff. Union representatives will be permitted to meet with employees recalled from a layoff in excess of one (1) year for up to fifteen (15) minutes during their re-entry orientation. (Tentatively Agreed (“TA”) – 05/03/2023)

Section 5. Exclusive Representation. During the term of this Agreement, the Company will not provide assistance of any kind to any competing labor organization attempting to obtain representative status with respect to any bargaining unit employees.

Section 6. Non-Bargaining Unit Employees. Production and maintenance work should ordinarily be performed by bargaining unit employees. However, both parties acknowledge that occasionally the Company may be required to utilize Wabtec management, supervisory and other Wabtec non-bargaining unit personnel to perform production and maintenance work for a reasonable period in emergency situations, for the purpose of instruction or demonstration (specifically including training of leadership program participants), to determine the cause of malfunctioning or improperly operating equipment, or when an insufficient number of bargaining unit employees is available to perform the necessary work. This Section shall not be used to deny overtime work opportunities where qualified bargaining unit employees are available to work, to delay the recall of any qualified employee on layoff in accordance with Article XI, Section 4 of the Agreement or to circumvent the Job Vacancy provisions in Article XII of the Agreement. (TA – 05/17/2023)

Section 7. Employee Communications. On any matters which are being negotiated between the Company and the Union, the Company will communicate its position to the Union prior to communicating with bargaining unit employees regarding such matters.

Section 8. Accretions. The terms of this Agreement will apply geographically only to the manufacturing plant owned and operated by Wabtec Corporation located in Erie, Pennsylvania, and to any subsequently established operations that are legally deemed an accretion to the bargaining unit, and only to employees working within the bargaining unit.

Article II. NOTICES (TA 5/4/2023)

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.

Section 2. The Company will notify the Union in writing within thirty (30) days of all new hires, providing their name, address, job classification, shift, hire date, supervisor and pay rate.

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.

Section 4. The Company will notify the Union in writing within thirty (30) days of any job transfers affecting bargaining unit employees.

Section 5. The Company will provide the Union with a complete list of all employees in the bargaining unit, upon request, but not more than twice each calendar year. The employees list will include name, address, job classification, department, shift, hire date, supervisor and pay rate.

Section 6. Any notices given under the provisions of this Agreement shall be in writing to the impacted Local and shall be sufficient if sent by mail addressed, to the union at:

UE Local Union 506
3923 Main Street
Erie, PA 16511

UE Local 618
3923 Main Street
Erie, PA 16511,

and to the National Union:

United Electrical, Radio and Machine Workers of America (UE)
4 Smithfield Street
9th Floor
Pittsburgh, PA 15222,

or to such other address the Union(s) shall furnish to the Company.

(a) Notices to the Company should be addressed to:

Wabtec Corporation
Attn: Senior Employee Human Resources Manager
2901 East Lake Road
Erie, PA 16531

Section 7. Posting. The Company shall provide bulletin boards upon which the Union may post notices pertaining to Union business. All such notices shall comply with the Company's policies prohibiting workplace discrimination and harassment. Such notices shall be provided to the Labor Relations Manager before posting.

Article III. UNION SECURITY AND DUES CHECK-OFF

Section 1. Union Security. Subject to applicable law, all employees who shall, as a condition of employment, become and remain members of the Union in good standing insofar as the payment of periodic dues and initiation fees, uniformly required, is concerned.

Section 2. New Employees. Subject to applicable law, all employees hired after the Effective Date of this Agreement shall, beginning on the thirtieth (30th) day following the commencement of their employment with the Company, as a condition of employment, become and remain members of the Union in good standing insofar as the payment of periodic dues and initiation fees, uniformly required, is concerned.

Section 3. Dues Check-Off. The Company agrees to deduct Union dues (including the Union's initiation fee, if any) from the wages paid each pay period to employees within the bargaining unit covered by this Agreement and promptly remit to the Financial Secretary-Treasurer of UE Local 506 or UE Local 618, as appropriate, all such deductions, provided that the Company receives from each employee on whose behalf such deductions are to be made a written assignment authorizing such deductions ("Authorization"). The Company will provide the Union with a monthly dues check-off report, including employee names, identification numbers and the amount of dues deducted on a weekly basis.

Section 4. Dues Increases. The Union will promptly notify the Company of any change in Union dues.

Section 5. Authorization Forms. The Authorization required under this Article shall be any form designated by the Union, subject to approval by the Company and compliance with applicable law.

Section 6. Indemnification. The Union shall indemnify and save the Company harmless against any and all claims, demands, actions or other forms of liability that may arise out of, or by reason of, any action taken by the Company in reliance on the terms of this Article or at the request of the Union with regard to compliance with this Article.

Article IV. UNION REPRESENTATIVES AND STEWARDS

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

Section 2. Superseniority. 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.

Section 3. 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

(a) 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 is eligible for superseniority under this Article.

(b) 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.

(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 remain in their department by bumping the least senior employee in the applicable department in a job classification that the affected Steward or Chief Steward is qualified to perform. In the event that Departments are combined, the most senior Steward in the combined department will be 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.

Section 4. Payment for Time on Local Union Activities. Union representatives who are not on leave of absence for Union business will be paid by the Company at their straight-time hourly wage rate, including shift premium if applicable, for all time lost from their regularly scheduled shift while representing employees in meetings with management, including safety meetings (“Union Representation Activities”). Stewards and Chief Stewards requesting payment for any Union Representation Activities shall report such time to their supervisor on the day of occurrence prior to the end of their shift.

Section 5. Union Business. [\(TA 5/31/2023\)](#)

(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. [\(TA 5/17/2023\)](#)

(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. (TA 5/17/2023)

(c) Members of the Union's Executive Board may request paid Union Business time during their regular shift for purposes of 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. (TA 5/31/2023)

(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 workweek. 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 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 workweek.

(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) should take place before or after regularly scheduled hours, on or during lunch or rest periods. (TA 6/1/2023)

(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.

Section 6. Leaves of Absence. Upon written request of the Union, employees who have at least one year of continuous service and who are acting as business agents, assistant business agents, local or national union officers, or national office representatives will be granted leave of absence up to one year.

(a) A maximum of four Union officials will be approved for unpaid leaves of absence at any one time.

(b) Employees who are on approved leaves of absence for Union business will remain on the Company's active payroll (for a workweek of not more than forty (40) hours) and will be eligible to continue participation in retirement, health and welfare plans provided by the Company during such leaves by paying the regular employee contributions for whatever benefit coverages they elect. Employees who are on approved leaves of absence for Union business will be eligible for Company health, welfare and retirement (401K) plans on the same terms as active employees.

(i) The Union will reimburse the Company for the total payroll cost of providing wages to employees on leave of absence for Union business. Such reimbursement will include the actual costs paid by the Company for hourly wages (excluding paid holidays, vacations, Personal 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.

(ii) The Company will send the local 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 any dispute regarding the amount of the invoice, the Union will promptly pay the undisputed portion of the invoice.

(iii) If any invoice remains unpaid by the Union for thirty (30) days after receipt (other than any disputed amount), the Company will have the option to discontinue its obligations to provide wage and benefits to Union officials under this Section.

(c) Leaves of absence may be extended yearly for local or national union officers or national office representatives, and for business agents, assistant business agents or local officers.

(d) Other employees with at least one year of continuous service, who are assigned by the Union to other duties, may be granted a leave of absence by mutual agreement.

(e) At the completion of a leave of absence, employees will be reinstated to their prior job classification, on the shift on which they were previously working, provided that the employee has the requisite seniority to hold the job classification and the skill and ability to perform the available work.

(f) Time spent on leave of absence under this Article will be considered continuous service for seniority purposes.

Section 7. Access. Non-employee Union representatives will be allowed access to the Erie Plant to conduct legitimate Union business provided that they comply with the following rules:

(a) Attend a safety briefing.

(b) Wear any mandatory personal protective equipment.

(c) Not interfere with employees who are working.

(d) Provide advance notice before they enter the premises to the plant manager and Labor Relations representative for the building.

- (e) Notify the Labor Relations Department of their destination.
- (f) Conduct any Union business during non-working time.
- (g) Refrain from conducting Union business in work areas.

Article V. EQUAL EMPLOYMENT OPPORTUNITIES (TA 5/17/2023)

Section 1. Prohibition on Employment Discrimination.

(a) The Company will ensure equal employment opportunities to all employees in all aspects of the employment relationship and to prohibit discrimination and harassment against any employee or applicant based on race, color, religion, creed, sex/gender, sex assigned at birth, national origin, citizenship, age (40 or older), disability (mental, physical or visual), genetic information, marital status, sexual orientation, transgender identity, gender identity, gender expression, status as a disabled veteran, veteran or as a member of the National Guard or Military Reserve, or any other characteristic protected by applicable federal, state, or local law.

(b) Neither the Company, nor any of its managers, supervisors or representatives, will discriminate or retaliate against any employee because such employee is a member of, or acting as an officer, steward or other agent or representative of the Union, or engages in any protected concerted activities.

Section 2. Union's Commitment to Non-Discrimination.

(a) The Union shall not discriminate against any employee on account of race, color, religion, creed, sex/gender, sex assigned at birth, national origin, citizenship, age (40 or older), disability (mental, physical or visual), genetic information, marital status, sexual orientation, transgender identity, gender identity, gender expression, status as a disabled veteran, veteran or as a member of the National Guard or Military Reserve, or any other characteristic protected by applicable federal, state, or local law.

(b) Neither the Union, nor any officer, steward or other agent or representative, shall intimidate or coerce any employee based upon his/her membership status in the Union, or his/her participation in, or refusal to participate in, any protected concerted activities.

Section 3. Accommodation of Disabilities. The Company and the Union agree to cooperate in providing reasonable accommodations to employees with known disabilities, if such accommodations would not impose an undue hardship on the Company and would enable the applicant or employee to perform the essential functions of his/her job.

Article VI. MANAGEMENT RIGHTS

Section 1. Management Rights; Reserved. Management of the plant and the direction of the work force are vested exclusively in the Company. The exercise of such rights by the Company shall include but not be limited to the right to hire, assign and schedule the work, promote, transfer, make temporary layoffs, drop for lack of business, and to suspend or discharge or otherwise discipline employees for just cause, provided that no action is taken in violation of this Agreement.

Article VII. TRANSFER OF WORK (TA 06/06/23)

Section 1. Work Relocations - Notice. The Company reserves the right to determine the location(s) where its products and components will be manufactured, and to determine the location(s) where new products and components will be manufactured.

(a) The Company agrees to provide the Union with advance written notice at least sixty (60) calendar days prior to any permanent transfer of any products or components that are manufactured at the Erie Plant that will result in the permanent layoff of bargaining unit employees. (TA 06/06/23)

(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. (TA 06/06/23)

(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. (TA 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. (TA 5/23/23)

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

Section 2. Work Volumes. The procedures in this Article will not apply to normal fluctuations in work volumes caused by normal business cycles or cancellation of customer orders.

Article VIII. SUBCONTRACTING

Section 1. Subcontracting Rights. Production and maintenance work in the Erie Plant should ordinarily be performed by bargaining unit employees. However, both parties acknowledge that the Company may be required to utilize non-bargaining unit employees and/or outside contractors to perform certain production and maintenance work during the term of this Agreement based upon the needs of the business.

Section 2. Legitimate Business Reasons. The Company agrees that it will subcontract work only for legitimate, business-related reasons. The following shall be deemed to be legitimate business reasons:

- (a) The work involves a major capital project, including new construction, major installation, and major modernization of equipment.
- (b) The project involves modification work, such as the upgrade of the capabilities of an existing machine or process equipment line.
- (c) The work requires special skills, special equipment or special licenses.
- (d) The project is of such size or nature as to make it impractical to be handled by bargaining unit employees.
- (e) The work is of such urgency or short duration as to make it impractical to be handled by bargaining unit employees.
- (f) Sufficient qualified bargaining unit employees are not available to perform all the work without significant overtime or refuse to volunteer for overtime work.
- (g) Similar work has been performed by subcontractors in the past.
- (h) Significant cost savings can be achieved.

Section 3. Good Faith Requirement. In exercising its subcontracting rights, the Company agrees to act in good faith. The Company agrees that it will not subcontract work solely to reduce the number of employees in the bargaining unit or to discriminate against any bargaining unit employee.

Section 4. Notice.

- (a) The Company agrees to provide the Union with advance written notice at least ten (10) calendar days prior to permanent subcontracting of any bargaining unit work that will result in the permanent layoff of bargaining unit employees.
- (b) Upon request, the Company will meet and discuss with the Union any decision and/or the effects of any decision to permanently subcontract bargaining unit work under this Section. In no event will the Company be obligated to delay any subcontracting decision more than ten (10) days from the date that notice was provided.

The discussions will focus on (i) the capacity and qualifications of bargaining unit employees to perform the work subject to the subcontracting notice, and (ii) the expected duration of such subcontracting. The Company may implement its subcontracting decision after this discussion period.

(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. (TA 5/23/23)

(d) The Company will provide the Union with a quarterly report of all subcontracted production and maintenance work that does not result in the layoff of bargaining unit employees, as well as any bargaining unit work that the Company knows will be subcontracted during the upcoming calendar quarter.

Section 5. Subcontracted Functions. Notwithstanding the foregoing, the Company shall have the unlimited right to subcontract the following work during the term of this Agreement:

- (a) Janitorial work.
- (b) Landscaping work.
- (c) Any and all HVAC repair and inspection work.
- (d) Pest Control.
- (e) Forklift repairs.
- (f) Roof construction and repair.
- (g) Snow removal.
- (h) Asphalt paving and paint striping.
- (i) Vendor managed inventory.

Section 6. Non-Interference. When the Company utilizes subcontractors to perform work on the premises of the Company's Erie Plant, including maintenance work and the work functions listed in Article VIII, Section 5, the Union agrees, on behalf of itself, and on behalf of all bargaining unit employees, that neither the Union nor any bargaining unit employees will coerce, harass or in any way interfere with any workers brought in by subcontractors to perform work on the premises or on the equipment being constructed by the Company, regardless of their membership or non-membership in other unions. The Company shall not request that bargaining unit employees train such individuals. (TA 5/4/2023)

Section 7. Continuous Improvement Committee. The Company will establish a Continuous Improvement Committee (CIC) consisting of both management and bargaining unit employees to implement innovative manufacturing techniques at the Erie Plant in order to improve manufacturing productivity, streamline operations, reduce waste and upgrade safety and quality programs.

(a) The CIC may establish departmental subcommittees to study and make recommendations on effective measures to enhance productivity, efficiency and quality in specific Departments. The size and composition of such departmental subcommittees will be determined by the CIC, provided that all departmental subcommittees will have one member appointed by the Union.

(b) The CIC (and any departmental subcommittees) will discuss issues such as: (TA 5/17/2023)

(i) Opportunities for new job creation. (TA 5/17/2023)

(ii) Opportunities for new bargaining unit employees. (TA 5/17/2023)

(iii) Investment plans and potential impact on jobs. (TA 5/17/2023)

(iv) Subcontracting of work and other sourcing issues. (TA 5/17/2023)

(v) Process changes and work practices to increase quality and efficiency. (TA 5/17/2023)

(vi) Innovative manufacturing techniques. (TA 5/17/2023)

(vii) Technological improvements, including upgrading existing machinery for continued capability and efficiency. (TA 5/17/2023)

(viii) Training opportunities.

(c) The Union will be permitted to appoint one member of the CIC.

(d) 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. (TA 5/23/2023)

(e) All CIC activities will be considered working hours and employees will be paid at the applicable rate for time spent participating in CIC activities.

(f) The Company's Lean/Productivity Organization Leader will lead the CIC. The Lean/Productivity Organization Leader will be responsible determining the number of management and bargaining unit participants needed on the CIC, for selecting those management and bargaining unit employees who will participate in the CIC, for identifying the innovative manufacturing projects for development and implementation by the CIC and for determining the meeting schedule for the CIC.

(g) Any employee who fails to regularly attend CIC meetings or fails to participate in the innovative/lean manufacturing projects developed and implemented by the CIC will be dismissed from the CIC.

(h) The CIC will have no authority to modify the terms of this Agreement including, but not limited to, compensation, benefits, staffing levels and the Company's right to supervise, manage and control its business, operations and plants.

Section 8. Annual Meetings. The Company and the Union recognize the value of holding periodic meetings to discuss the state of the business and future plans that may impact employees represented by the Union. The Erie Plant Site Leader will meet at least once each year during the term of the Agreement with representatives of the International and Local Union to review business and plant performance and discuss issues of mutual interest.

Article IX. SENIORITY

Section 1. Probationary Period. All new employees will be required to serve a probationary period for the first six (6) months after their date of hire. The probationary period is intended to give each new employee the opportunity to demonstrate his/her ability to achieve a satisfactory level of performance, comply with work rules, and satisfactorily complete any applicable Company training programs. (TA 06/06/23)

(a) The probationary period is not a guarantee of six (6) months of employment. A probationary employee may be subject to transfer, layoff, discipline or discharge, at the discretion of the Company. (TA 06/06/23)

(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.~~

Section 2. Seniority. Seniority is continuous service with the Company and shall consist of time actually spent on the active payroll plus approved absences as defined in this Agreement.

(a) Service with GET will be considered for purposes of determining seniority at Wabtec, provided that the 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). The seniority order of those employees actively employed by GET immediately prior to the closing date of the acquisition of the Erie Plant will be maintained in the same order as existed on the Closing Date.

~~(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.~~

(c) Resolving Ties in Seniority. Where two (2) or more persons have the same seniority date, the employee who has the lowest employee identification number will be deemed most senior.

(d) Leave of Absence. Employees will continue to accrue seniority during approved leaves of absence.

Section 3. Loss of Seniority. An employee's seniority shall be lost by any one (1) of the following:

(a) Retirement from Wabtec. For all purposes under this Agreement, the term "Retirement" shall mean the voluntary separation from employment with the Company after reaching 59 ½ years of age. (TA 5/17/2023)

(b) Voluntary quit.

(c) Discharge (for just cause).

(d) Overstaying a leave of absence without just cause.

(e) Refusal, when recalled from layoff, to accept a permanent job, and rate therefore, that is available and for which the employee is qualified, except as set forth in Article XI, Section 4(b).

(f) Failure to notify the Company of his/her intent to return to work within three (3) working days unless excused by the Company.

(g) Four (4) consecutively scheduled work days of no call, no show, unless the employee's failure to call was due to physical or mental incapacity supported by acceptable medical documentation.

(h) Employee engaged in another occupation while working for the Company found taking time off to further that occupation without Company approval.

(i) Payment of severance allowance.

(j) Employees with permanent medical restrictions which prohibit them from performing any available work, with reasonable accommodations.

(k) A leave of absence in excess of twelve (12) months, unless extended by the Company or renewed in accordance with Article IV, Section 6(c).

Section 4. Seniority Restoration. If the Company re-employs a former employee who had more than one year of continuous service at the time of a loss of seniority under Section 3 of this Article through no fault of the employee, the Company will restore the employee's seniority after the employee completes one continuous year of service after being re-employed by the Company.

Article X. JOB CLASSIFICATIONS

~~Section 1. Wage Rates.~~ (TA 5/25/2023)

~~(a) Former GET employees will begin their employment with the Company at the same straight time hourly wage rate 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 Facility (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).

~~(b) — Wabtec agrees to provide preferential hiring rights to former employees of General Electric Transportation (“GET”) who were on layoff from the Erie Plant at the time of the acquisition of the assets of GET by Wabtec. The Company will notify eligible former GET employees by certified mail that job vacancies for which they are qualified are available. The Company will hire qualified former GET employees for available job vacancies in seniority order. Former GET employees who are offered job vacancies must notify the Company within three (3) working days after receipt of such notice that they accept the vacant position. After accepting employment, former GET employees must report for work within twenty-one (21) calendar days from their receipt of the notice.~~

Section 2. Job Classifications.

(a) The job classifications and wage rates for employees covered by this Agreement are set forth in the attached Appendix B. Former GET employees whose wage rates were red circled at the time they were hired by the Company will not be reduced and will be subject to the general wage increases outlined in Section 3 below.

(b) All employees hired after the Closing Date of the acquisition of GET by the Company will be subject to the wage progression set forth in Appendix C. During the term of the Agreement, the Company will have the right to increase the starting wage rate and wage progression for any job classification set forth on Appendix C for legitimate business reasons, provided that such increases are applied to all bargaining unit employees in the same job classification with the same years of service.

Section 3. Lump Sum Payment and General Wage Increases.

(a) General Wage Increases: Effective upon ratification, the hourly wage rates for all job classifications set forth on Appendix B will be increased by three and four tenths percent (3.4%). Starting rates for all job classifications are set forth in Exhibit B.

(i) Effective June 1, 2024, the hourly wage rates for all job classifications set forth in Exhibit B will be increased by two and one-half percent (2.5%).

(ii) Effective June 1, 2026, the hourly wage rates for all job classifications set forth in Exhibit B will be increased by two and one-half percent (2.5%).

(b) Lump Sum Payments. Employees will be provided the following lump sum payments during the term of this Agreement:

Date	Lump Sum
<u>Ratification Date</u>	<u>\$3,000</u>
<u>June 1, 2025</u>	<u>\$2,000</u>

Section 4. ~~Retroactive Cost of Living Adjustment. All employees who were actively employed during the period from April 22, 2019 through the effective date of this Agreement shall be paid twenty cents (\$.20) per hour retroactively for all time paid (e.g. holidays, vacations, regular hours worked and overtime, bereavement, personal illness days etc.) as soon as practicable. (Tentatively agreed 5/25/23)~~

Section 5. Cost of Living Adjustments. (COLA Frozen For Duration of Agreement)

(a) Cost-of-Living Adjustments effective on the dates shown below in the amount of one cent (\$.01) per hour for hourly employees (forty cents (\$.40) per week for salaried employees) for each full .071429 of one percent (.071429%) by which the National Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W; Base 1982-84 = 100), as published by the United States Bureau of Labor Statistics, increases in the applicable measurement period.

*(While the measurement period for the Cost-of-Living Adjustment, effective December includes the entire period from October, the adjustment shall be the difference between the full amount calculated for the period and the amount of the Cost-of-Living Adjustment paid effective in June.)

(b) No adjustment, retroactive or otherwise, shall be made in pay or benefits as a result of any revision which later may be made in the published figures for the Index for any month on the basis of which the cost-of-living calculation shall have been determined.

(c) In the event that the Bureau of Labor Statistics issues a new or revised Index with either a conversion table, converted Index, or a conversion procedure by which the present formula can be made applicable to any change in such Index, the Union and the Company agree to accept such conversion method. If no such conversion method is provided by the BLS following any revision of the Index, the parties will promptly undertake negotiations solely with respect to agreeing upon a substitute formula for determining a comparable Cost-of-Living Adjustment, and failing agreement in such negotiations, the Union and the Locals shall, upon giving 10 days written notice, have the right to strike solely with respect to such issue.

Article XI. LAYOFF AND RECALL

Section 1. Layoffs. Employees will be provided with at least seven (7) calendar days' notice (or pay-in-lieu-of-notice) in connection with any layoff in excess of thirty (30) days. The Company will also provide notice to the Union, including the reason for the layoff and the job classifications and employees affected.

(a) All layoffs will be conducted by job classification and the Company will only consider those employees within the affected job classification when determining which employees will be laid off.

(b) All probationary employees in an affected job classification will be reassigned, laid off or discharged before any employee with seniority is displaced.

(c) Seniority shall be the major factor considered by the Company to determine the order of layoffs. However, skill and ability to perform the work will be given consideration.

(d) The intent during reductions-in-force is to place employees with a minimum amount of displacement and disruption. Employees who are displaced from their job classification as a result of a reduction-in-force may, in lieu of layoff, be reassigned to any vacant position in the Erie Plant for which they are qualified. When such transfers are implemented in lieu of layoff, a reasonable training period will be allowed. Every effort will be made to transfer employees affected by reductions-in-force to vacant job classifications having an equal wage rate.

(e) The layoff procedure does not apply to short-term layoffs. Short-term layoffs of less than thirty (30) days may be implemented in any job classification without regard to seniority based upon business needs.

(f) An employee who has completed his or her probationary period shall have recall rights five (5) years from his or her layoff date. Laid off employees will experience a loss of seniority once their recall right have expired. (TA 06/06/23)

(g) An employee who is laid off will not be required to reimburse the Company for any used but unaccrued vacation pursuant to Article XVII, Section 1(l) of this Agreement.

Section 2. Bumping Rights. An employee who is affected by a reduction-in-force in his/her job classification will have the option to exercise bumping rights, subject to the following requirements.

(a) An employee affected by a reduction-in-force who wishes to decline bumping rights must complete a request (in a form designated by the Company) within forty-eight (48) hours after being notified of his/her layoff.

(b) An employee affected by a reduction in force may bump the least senior employee in a job classification that the employee previously held on a permanent basis, provided that the employee has more seniority than the employee to be bumped and can immediately perform the essential job functions in the job classification with minimal training. Every attempt will be made to keep the employee at his/her current wage rate.

(c) If no such job classification is available, the employee may bump the least senior employee in the Production Technician (Safety Net) job classification. An employee bumping another employee must be qualified to perform the applicable job with minimal training.

(d) An employee bumped off of his/her job by a more senior employee may follow the same process outlined in Sections 2(a) and 2(b) of this Section.

(e) During a reduction-in-force, any Stewards or Chief Stewards who have been designated by the Union as eligible for superseniority under Article IV, Section 2 will be retained in their department and shall displace the least senior employee in a job classification for which they are qualified.

Section 3. Retraining in Lieu of Layoff. When employees are faced with layoffs or contemplated layoffs caused by automation, mechanization or other reasons and in cases of contemplated plant expansions or changes in plant technology or otherwise, employees may be retrained and/or reassigned to acquire necessary skills for jobs requiring such skills.

Section 4. Recall from Layoff.

(a) Employees on layoff will be recalled to their prior job classification in inverse order of their layoff if the position is not filled through the job vacancy process as outlined in Article XII; provided, however, that recalled employees must be capable of doing the work for which they are recalled in a satisfactory manner after a minimum amount of training.

(b) Employees on layoff will also be recalled in seniority order to the Production Technician (Safety Net) classification if the position is not filled through the job vacancy process. An employee may refuse recall to the Production Technician (Safety Net) classification and maintain recall rights to his or her previously held job classification, but the employee shall thereafter lose his or her recall rights under this Section 4(b).

(c) Employees who are recalled within one (1) year after being laid off will be credited with seniority for the period of their layoff and employees who are recalled in excess of one (1) year after being laid off will be credited with one (1) year of seniority, provided however that seniority credited for periods of layoff will not be considered for purposes of the wage progressions set forth in Appendix C.

Section 5. Job Vacancies. While they are awaiting recall to their pre-layoff job classification, employees on layoff are eligible to bid on any available job vacancies in other job classifications. Such employees shall receive preferential consideration for any such vacancies to which they apply. Laid off employees who are selected to fill a job in a different job classification will waive their recall rights to their previous job classification.

Section 6. Notice. Notice shall be communicated either telephonically to the employee's home telephone number appearing on the Company's records or in writing by mail, signature confirmation requested, to the employee's address appearing on the Company's records, it being the individual employee's responsibility to inform the Company of any change in home address or telephone number. In the event that the Company cannot make contact with a laid off employee, the Company will notify the Union and afford the Union five (5) calendar days to attempt to contact the employee. If the Union is unable to contact the employee within this five (5) calendar day period, his/her employment shall be terminated.

Section 7. Return to Work. An employee who receives notice in accordance with Section 6 shall have three (3) working days to notify the Company of his/her intent to return to work. Unless otherwise agreed between the Company and the Union, the employee must actually return to work within twenty-one (21) calendar days from his/her receipt of notice. If the employee fails to comply with these requirements, his/her employment shall be terminated.

Section 8. Fitness for Duty. Except where prohibited by law, employees recalled after a layoff or returning from a leave of absence of at least thirty (30) calendar days may be required to submit to a physical examination. When filling job vacancies through job postings, layoffs or recalls, employees with documented medical restrictions may be required to clear for the job through the medical center.

Article XII. JOB VACANCIES

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.~~ (TA 5/17/2023)

Section 2. Selection Criteria. The Company will, to the extent practical, give first consideration in job bidding to present employees, if employees with the necessary qualifications bid. In selecting employees for job bids, the Company will take into consideration as an important factor the relative length of seniority of the employees who it finds are minimally qualified for the job vacancy. The Company may also consider an interview or test results (if applicable).

Section 3. Guidelines for Job Bidding.

(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.

(b) Prior to recalling employees on layoff, any job vacancies will be posted for bid in accordance with this Article; provided that Production Technician vacancies will not be posted for bid if there are qualified employees on layoff who have not yet been offered recall to the Production Technician job classification. (TA 6/6/2023)

(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. (TA 5/17/2023)

(d) When filling a job opening, a request by an employee for a lower graded job, the employee will not be considered again for job vacancies for a period of eighteen (18) months.

(e) An employee who bids on a job may reconsider and decline such placement with the understanding that after two (2) refusals in a rolling twelve (12) month period, the employee will be locked out of job bidding for a period of six (6) months from the date of refusal.

(f) An employee who withdraws his/her bid prior to the posting deadline will not be excluded from bidding on future vacancies.

(g) An employee will have forty-eight (48) hours to schedule an interview once he/she is 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 schedule 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 Days. (TA 06/06/23)

(h) When an employee bids on and is awarded a job vacancy, he/she must acknowledge acceptance of the job on the job posting system within twenty-four (24) hours, and must start working in the new job classification when assigned.

(i) 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.

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. (TA 5/17/23)

(a) Plant managers will determine the number of Team Leaders/Instructors in their departments based upon the needs of the business.

(b) The duties and responsibilities of Team Leaders/Instructors may include the following:

(i) Assisting in organizing, scheduling and assignment of work.

(ii) Instructing and training employees on applicable job skills, processes and work requirements.

(iii) Monitoring work flow and troubleshooting problems that negatively affect productivity or quality.

(iv) Identifying opportunities for improvement in safety, quality and productivity.

(v) Notifying supervision of work-related issues including but not limited to housekeeping issues, missing parts, drawing issues, maintenance concerns, work changes, or any other matters negatively affecting safety, quality or productivity.

(vi) The applicable Plant Manager shall have the right to modify the job responsibilities for Team Leaders/Instructors at the time based upon business needs. Any changes in the job responsibilities for Team leaders/Instructors will be communicated to the Union.

(vii) Team Leaders/Instructors will not have any authority to discipline bargaining unit employees or to adjust grievances on behalf of the Company. Further, Team Leaders/Instructors will not be required to approve timecards or maintain attendance or overtime records.

(c) In making selections for Team Leader/Instructor roles, the following factors will be considered: (1) job knowledge, (2) skills, (3) ability, (4) training, (5) experience, (6) track record for quality, (7) interpersonal skills, (8) positive working relationship with management and co-workers, (9) communications skills, (10) problem-

solving ability, (11) leadership, (12) disciplinary history, (13) attendance record, (14) safety record, and (15) seniority. If all of these factors are relatively equal, the most senior employee will be selected.

(d) Employees selected as Team Leaders or Instructors will be paid a premium of one dollar (\$1.00) per hour on all hours worked performing Team Leader or Instructor functions only. (TA 06/06/23)

(e) Former GET employees who were performing Team Leader or Instructor functions at the time of the acquisition of the Erie Plant by Wabtec, who were paid a higher differential for performing such duties, will continue to receive the same differential while performing such duties.

(f) Team Leaders/Instructors may be removed for any legitimate reason. Team Leaders/Instructors may resign at any time for any reason.

Article XIII. SHIFT RE-ALIGNMENT

Section 1. Staffing Levels. The Company will determine the number of employees necessary to staff manufacturing, maintenance, testing and warehouse operations at the Erie Plant, based upon the needs of the business.

Section 2. Shift Changes. In the event that staffing levels must be adjusted due to production requirements or other business conditions, the Company will make modifications to the shift schedules and/or re-assign employees, as necessary, in order to adequately staff the relevant shifts.

Section 3. Volunteers. When adjusting staffing levels, the Company will seek volunteers based upon the seniority of the employees on the affected shifts. In the event that the Company cannot re-align shifts based upon volunteers, the Company will re-assign employees to alternative shifts based upon inverse seniority, assuming that the affected employees can perform the available work.

Section 4. Notice. The Company will provide as much notice as possible but not less than seven (7) calendar days' notice to any employees who will be impacted by a shift re-alignment. Notice any time on the seventh calendar day prior to the effective date of the shift change will be considered timely.

Article XIV. TEMPORARY TRANSFERS

Section 1. Temporary Transfers. The Company may temporarily transfer an employee into a job classification that the employee is qualified to perform based on the needs of the business or to fill in for an employee who is on an approved leave of absence. An employee will be deemed to be qualified to perform the work of a different job classification if the employee can safely perform the job with minimal training.

Section 2. Applicable Wage Rate. When an employee is temporarily transferred to a different job classification for a period exceeding one (1) hour, the employee will be paid for all time worked in the higher classification at the higher of: (a) the employee's regular straight-time hourly wage rate, (b) the straight-time hourly wage rate for the job classification to which the employee is assigned, or (c) the applicable premium rate if an overtime or double time premium applies.

Section 3. Duration of Temporary Transfer.

(a) Absent exceptional circumstances, employees will not be temporarily transferred out of their classification for more than one hundred eighty (180) consecutive calendar days to cover for an employee on an approved leave of absence.

(b) Absent exceptional circumstances, employees will not be temporarily transferred out of their classification for more than one hundred twenty (120) consecutive calendar days for operational reasons.

(c) Temporary transfers will not be used to circumvent the job bidding procedures, recall procedures or hiring of new employees as set forth in this Agreement.

Article XV. HOURS OF WORK

Section 1. Shift Schedules. The Company will determine the shift schedules for manufacturing, maintenance, testing and warehouse operations at the Erie Plant based upon the needs of the business. During the term of the Agreement, the Company will provide advance notice to the Union before modifying shift schedules for any reason.

Section 2. Hours of Work.

(a) Workweek. The normal working week for hourly employees at the Erie Plant shall be forty (40) hours per week, Monday through Friday, eight (8) hours per day, five (5) days per week. The workweek is defined as beginning at 11:00 pm Sunday through 10:59 pm the following Sunday. The workweek on multiple shifts may be less than forty (40) hours.

(i) When a change is made in the hours of work or work schedules of substantially all employees of a Plant or department, the Company will notify the employees affected at least seven (7) days in advance of the effective date of such change.

(ii) When the Company permanently changes the shift starting time for any employee by more than four (4) hours, the employee affected will be provided notice at least seven (7) days in advance of the effective date of such change.

(iii) When a change is made in the hours of work or work schedules of various individuals or smaller groups of employees, management will give the affected employees as much notice as possible.

(iv) Special schedules of hours and overtime will apply on jobs which require continuous operations, as set forth in the Side Letter Agreement No. 5.

(b) Timekeeping. Each employee is responsible for accurately recording his/her work time.

(i) The Company will provide scanners at the Erie Plant for timekeeping purposes. Employees will be required to scan in and out in their designated building to record their working time.

(ii) Employees must report any failure to scan in immediately to their supervisor.

(iii) Employees who leave the premises during working hours for reasons other than the scheduled meal period must have authorization and must scan out when departing and scan in upon returning.

(iv) Employees who leave the premises during their scheduled meal period must scan out when departing and scan in upon returning.

(c) Overtime Approval. Employees are not permitted to work overtime unless they obtain prior approval from their supervisor.

Section 3. Rest and Meal Periods.

(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. (TA 5/23/23)

(i) Employees who work in excess of ten (10) consecutive hours will be offered an additional paid ten (10) minute rest period. (TA 5/23/23)

(ii) In its discretion, the Company may provide an additional paid break period of ten (10) minutes in lieu of an unpaid lunch period. (TA 5/23/23)

(b) Meal Period. Employees will be provided a thirty (30) minute unpaid meal period approximately halfway through their shift.

(c) Overtime Assignments. Employees may be offered to work overtime including, but not limited to, before or after weekday shifts, on weekends and holidays, as necessary depending on the needs of the business.

(i) Overtime will be divided as equally as proficient operations permit among the employees in the department who are qualified to perform the work. An employee will be deemed to be qualified to perform the work if the employee can perform the work with minimal training.

(ii) A record of overtime worked by employees (or credited to them) will be maintained by supervision and will be available for examination by employees or Stewards upon request.

(iii) Inequitable distribution of overtime work will be corrected only by future scheduling of overtime work. Overtime equalization will be done on a calendar year basis beginning on the first day of operations for Wabtec Corporation. An employee who is permanently transferred to a different department, or is promoted to a different job classification, will be considered to have worked an average amount of overtime in the new department or job classification for purposes of overtime equalization.

(iv) The Union agrees that its officer and stewards will not coerce, prevent or restrain, in any way, any qualified employees to prevent them from performing overtime work. Further, the Union, its officers and stewards shall encourage employees to volunteer for overtime as requested by the Company.

Section 4. Overtime Premium. Employees will receive premium pay for overtime in accordance with applicable federal and state law. Except where otherwise required by law, employees will be paid one and one-half (1 ½) times their straight-time hourly rate of pay (including shift differential if applicable) for hours worked under the following circumstances:

(a) In excess of eight (8) hours in any single workday (excluding employees on continuous operations schedules who work shifts in excess of eight (8) hours in length); or

(b) In excess of forty (40) hours in any given workweek; or

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

(d) If working a Monday-Friday shift schedule, all hours worked on Saturday.

(e) Paid time for holidays, vacation, bereavement, and all other compensated non-working time will be considered hours worked for overtime purposes.

Section 5. Double Time. Employees will receive premium pay equal to two times (2X) the employee's regular straight-time hourly wage rate (including shift differential, if applicable) for all hours worked under the following circumstances:

(a) On his/her seventh consecutive day of work; or

(b) If working a Monday-Friday shift schedule, all hours worked on Sunday;

or

(c) In excess of twelve (12) hours in a single workday; provided that an employee who shall have worked in excess of twelve (12) hours in any single workday, and who shall be required to continue at work beyond that workday, shall continue to be paid at the double time rate for hours worked until he shall have been relieved from work.

(d) Overtime premiums shall not be duplicated or pyramided.

Section 6. Call-Ins. Employees who are called in outside of their regular schedule of hours will be paid the equivalent of four (4) hours pay at their straight-time rate, unless a premium rate applies.

Section 7. Report-in Time. Employees who report for work in accordance with their regular schedules will receive not less than four (4) hours wages at their straight-time hourly wage rate assuming employee performed all offered and assigned work. As a condition for receiving payment under this policy, employees may be assigned any available work for which they are qualified. This policy shall not be applicable where the inability of the Company to supply work is the result of natural disaster, fire, snowstorm, flood, power failure or other events outside the Company's control.

Section 8. Dispensary Time. Employees will be paid at their applicable straight-time hourly wage rate (unless a premium rate applies) for time spent in attending the Company dispensary for examination or treatment of any injuries arising out of and in the course of their employment, whenever such time would otherwise have been spent by the injured employee on the work assigned to him/her. Employees who are directed not to return to work as a result of their injury shall be paid at their regular straight-time hourly rate (unless a premium rate applies) to the end of their scheduled work shift. These provisions apply only to the initial date of injury and any additional follow-up required by the Company's medical center.

Section 9. Payroll Issues.

(a) The Company will pay wages to its employees on a bi-weekly basis.

(b) In the event that there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of his/her supervisor. The supervisor will investigate and, if necessary, make sure that any necessary correction is made as soon as possible. If an issue with pay is not resolved to the employee's satisfaction, he/she should contact Human Resources so the matter can be further evaluated.

(c) 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. (Tentatively agreed 5/17/23)

(d) Employees shall have the option to receive their wages by direct deposit.

Article XVI. SHIFT DIFFERENTIALS

Section 1. There will be a one dollar (\$1.00) per hour premium paid to employees who are assigned to work the second and third shifts. For purposes of shift differential eligibility, second and third shifts shall be any shifts of eight (8) hours or more in length commencing between 12:00 PM and 3:30 AM.

Section 2. Former GET employees who were eligible to receive a ten percent (10%) shift premium immediately prior to the acquisition of the Erie Plant by the Company will continue to be paid the ten percent (10%) shift differential whenever they are working on the second or third shift. Employees hired after the Effective Date of this Agreement will not be eligible for the ten percent (10%) shift differential.

Article XVII. VACATIONS

Section 1. Vacation Accrual.

(a) The vacation period for all employees at the Erie Plant will be January 1 through December 31 each calendar year.

~~(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.~~

(c) All employees will accumulate vacation during the vacation year at a rate of one-twelfth (1/12) of their annual vacation eligibility for any month the employee is on the active payroll and works any time during that month.

(d) An employee will have the next higher level of vacation hours available at the start of the vacation year in which his/her fifth (5th), fifteenth (15th), and twentieth (20th) and thirtieth (30th) anniversaries are achieved.

(e) Former GET employees who were eligible to accumulate 240 hours of vacation on the effective date of this Agreement will not have their vacation eligibility reduced.

(f) Employees will be eligible for the following vacation:

Years of Service	Vacation Eligibility
1 – 4	80 hours
5 – 14	120 hours
15-19	160 hours
20+	200 hours

(g) Newly hired employees will have a ninety (90) day waiting period after beginning employment before vacation may be used. Vacation eligibility will be prorated for employees during their first year of employment as follows:

Month Hired	Vacation Eligibility
January – June	80 hours
July – September	40 hours
October – December	0 hours

(h) Other than vacation which must be utilized during scheduled shutdown periods, vacation weeks (days) will, to the extent possible, be prescheduled during a first quarter sign-up period. Scheduling for particular weeks will be by seniority (followed by scheduling for particular days by seniority), subject to a maximum allowable number for each supervisor area. This number will vary by supervisor area, dependent on the amount of available vacation and the needs of the business.

(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.

(ii) A senior employee who requests vacation after the sign-up period will not displace a less senior employee already scheduled for vacation during that time.

(iii) The Company will honor the request of an employee who has an approved vacation schedule and moves to another department via transfer or bid procedure, subject to the needs of the business.

(iv) In certain circumstances, such as temporary lack of work, supervisors may grant four (4) hours of vacation or longer without prior notice.

(i) Vacation hours must be taken in either four (4) hour or eight (8) hour increments.

(j) Vacation hours will be paid to an employee who has worked an average of more than 40 hours per week during the weeks paid in the calendar year which immediately precedes the vacation year in accordance with the following schedule:

Average Weekly Hours	Weekly Hour-Multiplier
40 but less than 42	40
42 but less than 42.5	42
42.5 but less than 43.5	43
43.5 but less than 44.5	44
44.5 but less than 45.5	45
45.5 but less than 46.5	46
46.5 but less than 47.5	47
47.5 and higher	48 (maximum)

(k) Employees will be permitted to take vacation hours for the entire calendar year in advance of earning the vacation. However, an employee who is not actively working or who is on an unpaid leave status on the first scheduled work day of the calendar year will not be allowed to take advanced vacation until he/she returns to active employment.

(l) Upon separation from employment, any accumulated and unused vacation hours will be automatically paid in the employee's last paycheck; provided, however, that any employee who voluntarily resigns from employment without providing a minimum of two (2) weeks' notice will forfeit any accrued but unused vacation. Any vacation hours paid in advance and not earned will be deducted from final check as permitted by applicable law.

(m) An employee who retires will be paid the difference between his/her total annual vacation eligibility less the amount of vacation he/she used in the current vacation year prior to his/her retirement, provided that the employee provides the Company with at least thirty (30) days' notice of his/her retirement date.

(n) Unused vacation hours cannot be carried to the next calendar year. Any vacation time not used during the previous calendar year will be paid out in January of the following year.

Section 2. Shutdowns. The Company may schedule one (1) or more shutdowns at the Erie Plant during the vacation year. Under no circumstances will the Company schedule shutdown periods in any vacation year exceeding three (3) weeks in length.

(a) Scheduled shutdowns will be announced prior to March 1 of the current calendar year. Employees will be required to hold up to two weeks of vacation for use during scheduled shutdowns. For any part of a shutdown period for which an employee is not eligible or does not become eligible for vacation pay during the vacation year, and during which he/she has no work available, the employee will be deemed to be on temporary layoff for lack of work.

(b) Vacations taken at times other than during shutdown periods will be scheduled to conform to the requirements of the business.

(c) In certain instances, employees may be required to work during vacation shutdowns because their skills are required. In such cases, the affected employee can schedule his/her vacation at another time, subject to the requirements of plant operations.

Article XVIII. HOLIDAYS

Section 1. Holidays. An employee who has completed ninety (90) days of continuous service shall be paid his/her regular hourly wage rate for eight (8) hours at his/her regular straight-time hourly pay rate for each of the twelve (12) holidays listed below:

- (a) New Year's Day.
- (b) Martin Luther King's Birthday.
- (c) Good Friday.
- (d) Memorial Day.
- (e) Independence Day.
- (f) Labor Day.
- (g) Veteran's Day.
- (h) Thanksgiving.
- (i) Day after Thanksgiving.
- (j) Christmas Eve.
- (k) Christmas Day.
- (l) New Year's Eve.

Section 2. Holiday Observance. Unless Saturday or Sunday are regularly scheduled work days in the employee's plant or department, holidays that fall on a Saturday will be observed on the preceding Friday, and holidays that fall on a Sunday will be observed on the following Monday.

Section 3. Holiday Pay. To receive holiday pay, an employee must work the scheduled shift prior to and the scheduled shift following the observed holiday. An employee who leaves work more than two (2) hours before the end of his/her shift the last scheduled day before the holiday or reports to work more than two (2) hours after the start of his/her shift the scheduled day following the holiday will not receive holiday pay, unless the employee is approved in advance by management to use vacation or Personal Days to cover the hours not worked.

Section 4. Work on Scheduled Holidays. Employees who work on a scheduled, observed holiday will be paid, in addition to holiday pay, one and one half (1½) times the employee's regular straight-time hourly wage rate for all hours worked on the observed holiday.

Section 5. Holiday in Vacation Period. In the event that a holiday falls during an employee's vacation, the employee will be paid holiday pay and not required to use vacation for the Company-recognized paid holiday.

Article XIX. EMPLOYEE BENEFITS

Section 1. Welfare Plans.

(a) Group Medical Plan. Effective January 1, 2024, employees will be eligible to participate in Wabtec's group medical benefits plan ("Medical Plan") on the same terms and conditions as other Wabtec employees, subject to the terms and conditions set forth in the applicable plan documents.

(i) ~~The Medical Plan design and schedules of deductibles and co-payments set forth in Appendix D will not be modified by the Company during the term of the Agreement. Effective January 1, 2020, the Medical Plan will be modified to provide that the maximum deductible for an employee and his/her dependents under the Medical Plan will not exceed two times (2X) the annual deductible for an individual under the plan design selected by the employee.~~

(ii) Employees who elect coverage under the Medical Plan will be required to pay the regular and customary employee contributions established annually by the Company for their selected plan design and coverage tier. Employees hired after June 4, 2019 who are on the wage progression set forth in Exhibit C will pay eighty percent (80%) of the regular and customary employee contributions established annually by the Company for their selected plan design and coverage tier.

(iii) The Company will provide any employee who elects coverage under the Wabtec Medical Plan with an annual contribution to a Health Reimbursement Arrangement (HRA) or Health Savings Account (HSA) under the same terms and conditions as other Wabtec employees participating in such plans. The annual contribution will be available at the beginning of the applicable plan (calendar) year. Any unused balance in the HRA may be carried forward to the following plan year.

(iv) ~~Employee contributions for health care, vision, and dental care will not be increased prior to January 1, 2022. Employee contributions increases for health care, vision, and dental care on or after January 1, 2022 shall not exceed four percent (4%) of the contribution in effect for each plan during the previous year. Increased employee contributions for health care, vision, and dental care on or after January 1, 2023 shall not exceed 4% on the contribution in effect for health care, vision, and dental care during the previous year.~~

(b) Prescription Drugs. Employees will be eligible to participate in Wabtec's prescription drug benefits plan ("RX Plan"), subject to the terms and conditions set forth in the applicable plan documents.

(c) Dental. Employees will be eligible to participate in Wabtec's group dental benefits plan ("Dental Plan") on the same terms and conditions as other Wabtec employees, subject to the terms and conditions set forth in the applicable plan documents. Employees who elect coverage under the Medical Plan will be required to pay the regular and customary employee contributions established annually by the Company for their selected plan design and coverage tier.

(d) Vision. Employees will be eligible to participate in Wabtec's group vision benefits plan ("Vision Plan") on the same terms and conditions as other Wabtec employees, subject to the terms and conditions set forth in the applicable plan documents. Employees who elect coverage under the Medical Plan will be required to pay the regular and customary employee contributions established annually by the Company for their selected plan design and coverage tier.

(e) Flexible Spending Accounts. Employees will be eligible to participate in Wabtec's flexible spending benefits plan (Health Care Flexible Spending Account, Limited Purpose Flexible Spending Account and Dependent Care Flexible Spending Account), subject to the terms and conditions set forth in the applicable plan documents.

(f) Health Care Savings Account. Employees who elect the High Deductible Health Plan (HDHP) will be eligible to participate in Wabtec's Health Care Savings Account plan, subject to the terms and conditions set forth in the applicable plan documents.

(g) Employee Assistance Program. Employees will be eligible to participate in Wabtec's employee assistance plan (EAP), subject to the terms and conditions set forth in the applicable plan documents. Wabtec will provide coverage for up to five (5) EAP counseling sessions at no cost to the employee.

(h) Pre-Tax Payroll Deductions. Eligible employees will be eligible to pay medical, dental, and vision premiums and to contribute to flexible spending accounts on a pre-tax basis.

Section 2. Life Insurance. Employees will be eligible to participate in Wabtec's basic, supplemental and dependent life insurance plans through Lincoln Financial, subject to the terms and conditions set forth in the applicable plan documents. Employees will be eligible for a death benefit equal to one and one-half (1½) times their eligible compensation, as defined in the life insurance plan, at no cost. Employees may elect voluntary supplemental and dependent life insurance benefits at group rates.

Section 3. Accidental Death and Dismemberment (“AD&D”). Employees will be eligible to participate in Wabtec’s basic and supplemental AD&D insurance plan through Chubb Insurance, subject to the terms and conditions set forth in the applicable plan documents and/or insurance policies. Employees will be eligible for an accidental death benefit equal to one and one-half (1½) times their eligible compensation, as defined in AD&D Plan the at no cost. Employees may elect voluntary supplemental and dependent AD&D coverage at group rates.

Section 4. Disability Plans.

(a) Short Term Disability (“STD”). Employees will be eligible for Wabtec’s hourly STD plan with a weekly benefit equal to sixty percent (60%) of the employees’ eligible weekly compensation up to a maximum of \$900 per week, subject to the terms and conditions of the Company’s STD policy. Employees receiving STD benefits will not be required to make employee contributions for their coverage under the Medical Plan, Dental Plan or Vision Plan during the period the employee is receiving STD benefits but 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.

(b) Long Term Disability (“LTD”). Employees will be eligible to purchase coverage under Wabtec’s group voluntary LTD plan through Lincoln Financial at group rates, subject to the terms and conditions set forth in the applicable plan documents and/or insurance policies.

Section 5. Retirement (401(k)) Plan. Employees will be eligible to participate in a 401(k) retirement plan sponsored by Wabtec which provides Company matching and non-elective contributions subject to the terms and conditions set forth in the applicable plan documents.

(a) The Company will annually contribute three percent (3%) of each employee’s eligible compensation (as defined in the 401(k) plan) to his 401(k) retirement plan account, regardless of whether the employee makes any voluntary contributions.

(b) If an employee makes voluntary contributions to the 401(k) plan through periodic payroll deductions, the Company will match the amount of the employee’s contribution dollar for dollar up to a maximum of three percent (3%) of the employee’s eligible compensation, as defined in the 401(k) Plan.

Section 6. ~~Administration. During the term of this Agreement the Company reserves the right to change third party administrators or insurance carriers under Company sponsored group benefit plans, as long as such modification does not modify the plan design or reduce the benefits available to participating employees.~~

Section 7. Optional Benefits. If the Company offers additional optional benefits during the term of this Agreement, the Company will offer such optional benefits to bargaining unit employees under the same terms and conditions such benefits are offered to other Wabtec employees. (TA 06/01/2023)

Section 8. Plan Documents Govern. The extent of coverage under all benefit programs and other benefit plans referred to in this Agreement, will be governed by the terms and conditions set forth in applicable insurance policies and/or plan documents, and such benefit programs may be modified or amended by the plan sponsor from time to time in accordance with the terms of the applicable plan documents, subject to the terms, conditions and limitations outlined in this Article. ~~However, such changes to plan documents shall not diminish benefits or employee/dependent access to those benefits.~~ Any questions or disputes concerning any benefit programs will be resolved in accordance with the terms and conditions set forth in the applicable insurance policies or plan documents and will not be subject to the grievance procedures set forth in Article XXI of this Agreement.

Section 9. Claims For Unpaid Benefits. The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated will not result in any liability to the Company, nor shall such failure be considered a breach by the Company of any obligation undertaken under this or any other Agreement. However, nothing in this Agreement will be construed to relieve any insurance carrier(s) or plan administrator(s) from any liability it may have to the Company, bargaining unit employees or beneficiaries of bargaining unit employees.

Section 10. Annual Contribution. The Company will provide any employee who elects coverage under the Wabtec Medical Plan with an annual contribution to a Health Reimbursement Arrangement (HRA) or Health Savings Account (HSA).

(a) In 2023 and 2024, the annual contribution will be as set forth below and will be available at the beginning of the applicable plan (calendar) year. Any unused balance in the HRA may be carried forward to the following plan year.

Annual Wages	HRA Contribution (employees who elect PPO)	HSA Contribution (employees that elect HDHP)
Employee Only		
\$0-\$37,499	\$1,100	\$1,100
\$37,500-\$49,999	\$950	\$950
\$50,000-\$74,999	\$725	\$725
\$75,000 and over	\$325	\$325
Dependent Tiers		
\$0-\$37,499	\$2,400	\$2,400
\$37,500-\$49,999	\$1,925	\$1,925
\$50,000-\$74,999	\$1,250	\$1,250
\$75,000 and over	\$375	\$375

If the applicable HSA contribution under the Wabtec Benefits Plan is greater than the amount set forth above, the higher contribution amount will apply. For purposes of determining the amount of the HRA/HSA contribution, an employee's annual wages will be determined by multiplying his/her base wage rate by 2080.

(b) In 2025, 2026 and 2027, employees will be eligible for annual contributions to the Health Reimbursement Arrangement (HRA) or Health Savings Account (HSA) on the same terms and conditions as other Wabtec employees.

Section 11. ~~Hearing Aids. Employees are eligible to receive up to \$3,000 per ear towards the purchase of hearing aid(s) each year, subject to an invoice.~~

Section 12. Protected Benefits. Wabtec shall provide all basic insurances described above provided the employee pays his/her share of the cost for twenty-six (26) weeks after they are separated for any of the following reasons:

- (a) Layoff for lack of work or due to the transfer of work or subcontracting;
- (b) During a period in which an employee is receiving short-term disability (the employee shall pay 50% of his/her share of the cost after he/she returns to work as set forth in Article XIX, Section 6(a));
- (c) During a company approved leave of absence;
- (d) During a period in which an employee has suffered an occupational injury or illness and is entitled to Worker's Compensation;
- (e) During a period in which the employee is on a leave of absence under the Family and Medical Leave Act (FMLA).

Section 13. Tuition Reimbursement. Employees will be eligible for tuition reimbursement in accordance with the terms, conditions and limitations set forth in Wabtec's Tuition Reimbursement Policy. (TA 06/01/2023)

Section 14. Survivor Benefits: Surviving spouses/families of bargaining unit employees who die while actively employed by the Company will be eligible for survivor benefits under Wabtec's Survivor Benefit Policy. (TA 06/06/23)

Section 15. Retirement Incentive. The Company shall establish a voluntary retirement incentive program for up to 300 bargaining unit employees who have at least fifteen (15) years of service and retire from the Company after reaching 59 ½ years of age.

- (a) Eligible employees will be provided a \$10,000 lump sum contributed to the employee's 401(k) plan, subject to limits under the 401(k) retirement plan and applicable law. Any amount in excess of such limits shall be paid to the employee as a lump sum. All lump sum payments paid pursuant to this Section 15 shall not be considered earnings for purposes of Company matching pursuant to the 401(k) plan and Section 5 of this Article.

(b) Up to 300 bargaining unit employees total will be eligible for the program in accordance with the following schedule:

(i) Up to fifty (50) employees will be eligible for the program in 2024;

(ii) Up to one hundred (100) employees will be eligible for the program in 2025;

(iii) Up to one hundred (100) employees will be eligible for the program in 2026; and

(iv) Up to fifty (50) employees will be eligible for the program in 2027.

(c) If the Company receives volunteers in excess of the limits set forth in Section 15(b) of this Article, employees will be selected based upon seniority.

(d) Employees shall provide six (6) months' notice of their retirement date to be eligible for a retirement incentive payment pursuant to this Section.

Section 16. Retirement (401(k)) Plan. Employees will be eligible to participate in a 401(k) retirement plan sponsored by Wabtec which provides Company matching and non-elective contributions subject to the terms and conditions set forth in the applicable plan documents.

(a) The Company will annually contribute three percent (3%) of each employee's eligible compensation (as defined in the 401(k) plan) to his 401(k) retirement plan account, regardless of whether the employee makes any voluntary contributions.

(b) If an employee makes voluntary contributions to the 401(k) plan through periodic payroll deductions, the Company will match the amount of the employee's contribution dollar for dollar up to a maximum of three percent (3%) of the employee's eligible compensation, as defined in the 401(k) Plan.

~~Section 17. Retiree Benefits. Each former GET employee employed as of the Closing Date who accepts an offer of employment from Wabtec will receive a one-time, non-elective Company contribution to his/her 401(k) Plan account, which will be calculated as a percentage of the employee's 2019 compensation, as that term is defined in the Wabtec Savings Plan. Provided the employee is employed by the Company on December 31, 2019, the employee's 2019 compensation will be annualized. The one-time contribution will be paid to employees during the first quarter of 2020, as follows:~~

Group	One-Time Payment
Employees who were eligible participants in GE's pension plan	10% of 2019 compensation
Employees who were not eligible to participate in GE's pension plan	.5% of 2019 compensation

Article XX. PERSONAL DAYS

Section 1. ~~Accrued Personal Illness Pay. Former GET employees will be permitted to utilize any accrued but unused Personal Illness Pay as of the Closing Date of the acquisition of the Erie Plant. Any Personal Illness Pay that is not used in 2019 will be paid out during the first regular payroll period in 2020. (TA 5/19/2023)~~

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

Continuous Service	Maximum Hours of Personal Pay for each Calendar Year
At least six (6) months 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

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 childcare for minor children or for any other legitimate reason. (TA 06/06/23)

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. (TA 06/06/23)

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. (TA 06/06/23)

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. (TA 06/06/23)

Section 7. Payout of Accrued Personal Days. (TA 06/06/23)

(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. (TA 06/06/23)

(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. (TA 06/06/23)

Article XXI. GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Grievance; Defined. A Grievance is defined as any dispute over the interpretation or application of a specific provision of this Agreement or any dispute over the discipline or discharge of a bargaining unit employee.

Section 2. Procedure. Any dispute or grievance shall be taken up in accordance with the procedure set forth below provided, however, that grievances of a general nature (involving solely matters of contract or policy interpretation obviously not under the jurisdiction of a particular management level) shall be initiated at Step 3 of the procedure. The mutually agreed grievance form shall be required for all grievances of a general nature.

Section 3. Extensions. Any time limit established in the grievance procedure may be extended by mutual written agreement of the parties.

Section 4. Grievance Procedure. Grievances will be processed in accordance with the procedures outlined below:

(a) Step 1. An employee who has a grievance shall first complete the mutually agreed grievance form. The employee's steward, or the employee himself or herself, shall present the completed and signed grievance form to the employee's supervisor within fourteen (14) calendar days from the time that the employee knew or should have known of the facts and circumstances giving rise to the grievance. The supervisor will provide the Company's answer in writing to the aggrieved employee and his/her steward and the Chief Plant Steward within seven (7) calendar days after the grievance is presented unless an extension is mutually agreed upon in writing.

(b) Step 2. If not satisfactorily resolved at Step 1, the mutually agreed grievance form, signed by the employee(s) or his/her steward, may be presented to the applicable Plant Manager (or his/her designee) and Labor Relations representative.

(i) In order to be considered, grievances must be submitted within fourteen (14) calendar days after the Step 1 discussion.

(ii) No later than December 15 of the previous calendar, the parties shall agree to a schedule of regular Step 2 monthly meetings to be held in the following calendar year. Each Division shall hold its own Step 2 monthly meetings. At each monthly Division Step 2 meeting, a designated Labor Relations representative of the Company and the applicable Plant Manager (or his/her designee) will meet with the Chief Plant Steward and applicable Divisional Chief Steward. Unless an extension is agreed upon in writing, at each monthly Division Step 2 meeting, the parties shall discuss all grievances from that Division that reached Step 2 in the preceding calendar month.

(iii) Within seven (7) calendar days of a monthly Division Step 2 meeting, the Company will provide a written answer to the grievances heard at that meeting unless an extension is mutually agreed upon in writing. The answer shall be sent to the employee, steward, and the Chief Plant Steward.

(iv) The parties may schedule additional Division Step 2 meetings by mutual consent.

(c) Step 3. If the Company's answer does not resolve the grievance acceptably to the Union, the Union may appeal to the Site Leader (or his/her designee) and Labor Relations Manager (or his/her designee), provided the appeal is filed within seven (7) calendar days after the answer is received.

(i) Upon receipt of an appeal, the Labor Relations Manager (or his/her designee) will make a complete and thorough review of facts and circumstances underlying the grievance, request any additional information, or conduct any further investigation he/she feels is necessary.

(ii) No later than December 15 of the previous calendar, the parties shall agree to a schedule of regular Step 3 monthly meetings to be held in the following calendar year. Unless an extension is agreed upon in writing, at each monthly Step 2 meeting, the parties shall discuss all grievances from that Plant that reached Step 3 in the preceding calendar month. The Site Leader (or his/her designee) shall attend monthly Step 3 meetings. A UE International Representative and other necessary Union designees may attend a monthly Step 3 meeting.

(iii) Within seven (7) calendar days of a Step 3 meeting, the Company will provide a written answer to all grievances heard at that meeting unless an extension is mutually agreed upon in writing.

(iv) When the Union appeals a grievance to Step 3, and the Company provides its Step 3 response, the Grievance Procedure will be considered fully exhausted.

(v) The parties may, by mutual agreement, request grievance mediation with a Federal Mediation and Conciliation Service mediator within sixty (60) days after the Step 3 meeting (and prior to arbitration at Step 4).

(d) Step 4. If Step 3 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.

Section 5. Procedure for Disciplinary Cases. No employee will be disciplined, suspended or discharged without just cause. (TA 06/01/2023)

(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. (TA 05/31/2023)

(b) Suspension Pending Investigation. An employee may be suspended without pay pending an investigation of any act or omission that may result in disciplinary suspension or discharge. If an employee is determined to have committed any act or omission that constitutes just cause for a disciplinary suspension, 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 disciplinary suspension or discharge 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. (TA 05/31/2023)

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. (TA 05/31/2023)

(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. (TA 05/31/2023)

(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. (TA 05/31/2023)

Section 7. Arbitration. Arbitrations will be heard by one neutral arbitrator, who shall be a licensed attorney and member of the National Academy of Arbitrators.

(a) Arbitrator Selection. If the parties are unable to mutually agree on a neutral arbitrator within seven (7) calendar days of a timely arbitration demand, the Union shall have an additional seven (7) calendar days to request from the Federal Mediation and Conciliation Service (FMCS) a panel of seven (7) arbitrators qualified under the terms of Section 1 above. The parties will take turns striking names from the list, with the order of strikes determined by a coin flip. Notwithstanding the foregoing, each party will have the right to reject an entire panel and request submission of another panel in its entirety, in which case the Union must request another panel immediately. The FMCS shall have no authority to appoint an arbitrator in any matter that has not been approved by both parties, unless the parties have been unable to select an arbitrator from three successive panels provided by the FMCS.

(b) Hearing. The arbitration hearing will be conducted at a mutually agreeable site and in accordance with the then-current AAA Labor Arbitration Rules. Each party will have the unqualified right to be represented by legal counsel in the

arbitration hearing, if it chooses, and to file post-hearing briefs. Each party will pay one-half (1/2) of the expenses of the arbitration (including the arbitrator's fee, the cost of the meeting room of the hearing, any transcript of the hearing, and any other expenses).

(c) Arbitration Opinion and Award. The Arbitrator's decision shall be provided in writing not later than sixty (60) calendar days after the deadline for the parties' submission of post-hearing briefs.

(d) Jurisdiction. No arbitrator will have the authority to add to, subtract from, or in any way change any of the terms or conditions of this Agreement, or to modify, set aside or extend such terms and conditions. Nor shall any proposal to amend, modify, or change any of the terms of this Agreement, or to change, fix, or establish any economic or non-economic terms and conditions of employment for bargaining unit employees that are subject to collective bargaining under applicable law be subject to arbitration under this Article. The arbitrator shall confine his/her decision to the interpretation and/or application of this Agreement.

(i) Multiple grievances will not be arbitrated by the same arbitrator except by mutual agreement of the parties.

(ii) The decision of the arbitrator will be final and binding on the Company, the Union and the aggrieved employee.

(iii) In grievances involving back pay, the Company shall not be obligated to compensate any aggrieved employee for back pay for more than seven (7) days prior to the submission of the written grievance.

Article XXII. LEAVES OF ABSENCE

Section 1. Personal Leave. In situations where other types of leave are not available, employees may be granted a leave of absence for personal matters if it is determined that an extended period of time away from the job will be in the best interests of the employee and the Company. Any full-time employee may request a personal leave of absence. Such personal leaves are unpaid and range from one (1) week to three (3) months.

(a) Requests for a personal leave should be submitted in writing to the Human Resources Department. The Company retains full discretion in determining whether or not to grant a request for a personal leave. The Company will consider business needs and the seriousness of the matter prompting the request. Personal Leaves will not be granted unless exceptional circumstances exist.

(b) A personal leave of absence must be approved in writing. An employee who is granted a personal leave is not assured his/her same job classification at the end of the leave and benefits may be affected. For more information on how benefits may be affected, employees should discuss this matter with the Human Resources Department. Any personal leave of absence will be terminated immediately if the employee performs any work for another employer or fails to return to work by the agreed upon return date or obtain an extension of the leave.

Section 2. Medical Leave.

(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.~~

(i) FMLA leave shall run concurrently with any other leave to which the employee is entitled.

(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 Days) for any lost work days that are not covered by short-term disability benefits.

(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 Days during the period of their FMLA leaves of absence.

(iv) Twenty-six (26) weeks of unpaid military family leave shall be provided to eligible employees to care for a covered service member.

(v) Employees who need to take FMLA leave should contact the Human Resources Department for instructions on how to apply.

(b) Medical Leaves of Absence (Not Covered By the FMLA). Employees who are unable to work due to physical or mental disability and who are not eligible for leave under the FMLA, or who have exhausted their annual FMLA leave allotment, will be entitled to an unpaid Medical Leave of Absence for up to twelve (12) months. Time spent on FMLA leave will be counted towards determining whether the twelve (12) month allotment has been exhausted, and under no circumstances will an employee's cumulative period of medical leave exceed twelve (12) months.

(i) Medical Leaves of Absence will begin on the first day of absence.

(ii) An employee with compelling medical circumstances may request medical leave on an intermittent basis, provided that the employee provides a certification that intermittent leave is medically necessary due to the employee's medical condition. (TA 6/6/2023)

(iii) Employees taking medical leave will be entitled to reinstatement only to the extent required by law. If the employee is able to return to work prior to the exhaustion of the Medical Leave of Absence, he or she may be returned to his or her previous position if it is vacant, or may be placed in some other position of equal or lesser compensation for which he or she is qualified and in which there exists a vacancy.

(iv) Any employee who is unable to perform the essential functions of his/her job classification due to physical or mental disability or who would pose a direct threat to himself/herself or others will be returned to work only if such disability can be reasonably accommodated in accordance with applicable law.

(v) If the employee is not returned to active employment, he or she will be continued on Medical Leave of Absence status until he or she is returned to active duty status or his or her leave of absence expires, whichever occurs sooner.

(vi) An Employee desiring to return to work from a Medical Leave of Absence should notify the Company in writing at least ten (10) days prior to his or her desired date of return. Unless prohibited by law, any employee who has not been reinstated within twelve (12) months following the commencement of a leave of absence shall be terminated. Such a discharge will not affect the employee's eligibility to be considered for hire as a new employee at some future time.

Section 3. Bereavement Leave. An employee who is absent from work solely because of the death and funeral of his/her or her spouse, child, stepchild, stepbrother, stepsister, foster child (if living in the employee's home), grandchild, step grandchild, son-in-law, daughter-in-law, parent, stepparent, grandparent, great-grandparent, step grandparent, grandparent-in-law, great-grandparent-in-law, brother, brother-in-law, sister, sister-in-law, mother-in-law, father-in-law, or legal guardian will be compensated, on the basis of his/her average straight-time earnings, for the time lost by him/her from his/her regular schedule by reason of such absence, for three (3) days for each such absence and up to eight (8) hours per day.

(a) In the event of death of the employee's spouse, child, parent or stepparent, stepchild, foster child, grandchild or legal guardian, an additional two (2) days paid absence (up to eight (8) hours per day) shall be allowed.

(b) Employees must provide proof of the death to the Human Resources Department in order to receive paid bereavement leave.

(c) Employees eligible for bereavement leave under this Section may request their paid bereavement days on a non-consecutive basis for purposes of settling the estate of a deceased relative or other related legal matters. Employees must provide seven (7) days' advance notice to utilize paid bereavement days for this purpose.

(d) Upon request, unpaid time in addition to paid bereavement leave may be granted by the Human Resources Department.

Section 4. Jury Duty. Employees will be excused from work when summoned for jury duty subject to the following requirements:

(a) Upon receiving a summons, an employee summoned for jury duty must, on the next day the employee is working, show the summons to his/her supervisor.

(b) For each day that an employee is scheduled to work, the employee must provide proof of jury service by submitting documentation from the court showing the number of hours of service. This documentation should be submitted to the Human Resources Department.

(c) When not assigned to jury duty, an employee must inform his/her supervisor and return to work according to his/her work schedule. Employees are expected to report to work on any scheduled work days if the court is not in session or if the court recesses or excuses the employee early, unless the employee's jury duty exceeds three (3) hours for the day in question. Following the completion of jury duty, an employee is required to work on his/her first regularly scheduled work day.

(d) If an employee summoned for jury duty is working second or third shift during hours preceding those in which court is held, the employee will be excused from work for the shift immediately preceding the employee's first day of jury service. After the first day of jury service, when the employee's responsibility for jury duty exceeds three (3) hours during a day, then such person shall be excused from his/her next scheduled work shift occurring within twenty-four (24) hours of that day of jury service.

(e) Employees who serve time on jury duty that prevents them from working their regular work schedules will be paid the difference between their jury pay and their regular straight-time hourly rate for eight (8) hours, less their earnings for any hours they worked for the Company on such days.

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.

Section 6. Military Leave. Military leaves of absence will be granted to members of the uniformed services in accordance with applicable law. Appropriate notice is required to be provided to the Company prior to the necessary leave. An employee who completes a military leave of absence will be reinstated to his/her previous or similar job in accordance with state and federal law.

(a) An employee with thirty (30) days or more of service attending annual encampments of or training duty in the United States Armed Forces, State or National Guard or U.S. Armed Forces Reserves shall be granted a military pay differential, computed as set forth below, for a period of up to twenty-one (21) days of such annual military service, during each calendar year.

(b) An employee who does not exhaust the twenty-one (21) calendar day period during the calendar year for his annual encampment or training duty and who is required during the same calendar year to attend a weekend period of training shall be granted a military pay differential provided that the twenty-one (21) calendar day period of military service in the same calendar year is not exceeded.

(c) Military pay differential will be the amount by which the employee's normal straight-time wages or salary, calculated on the basis of a workweek up to a maximum of forty (40) hours, which the employee has lost by virtue of such absence, exceeds any pay received for such absence from the federal or state government, recalculated to exclude the Government pay applicable to Saturdays and Sundays. Saturdays and Sundays will be counted in computing the twenty-one (21) period, except in situations where the employee receives military pay differential for weekend training.

(d) Such items as subsistence, rental and travel allowance will not be included in determining pay received from the government.

(e) Employees will be permitted to take a vacation and attend a military encampment at separate times and be granted both a vacation pay allowance and a military pay differential. However, an employee may not receive a vacation pay allowance and a military pay differential for the same period. An employee may, however, receive a military pay differential for the period, if any, by which the time spent in such encampment exceeds such vacation, but not exceeding the maximums specified above.

(f) An employee who has less than thirty (30) days of service with the Company may be absent for the reasons and periods set forth in this Article but will not be eligible for the military pay differential.

(g) An employee who is called out by the National Guard or the U.S. Reserves to perform temporary emergency duty (other than duty under an order by the President or Congress activating members or units of the Reserves or National Guard) due to a fire, flood or domestic civil disturbance, or other such disaster will be paid a military pay differential calculated as described above, for the pay lost by reason of such emergency duty, for a period not to exceed eight (8) weeks in any calendar year.

Section 7. Voting Leave. If an employee is eligible to vote in an election, the employee may be excused from work, without loss of wages or benefits, on the day of the election for a reasonable period of time (not to exceed four (4) hours) necessary to vote during the time the polls are open in the county where the team member is a resident, subject to the following conditions:

(a) An employee must make an application for such absence to his/her supervisor before twelve o'clock (12:00) noon of the day before the election.

(b) The Company may specify the hours of the absence.

(c) If the employee's work period begins three (3) or more hours after the opening of the polls or ends three (3) or more hours before the closing of the polls, the employee may not be permitted to take time off to vote.

Article XXIII. TRAVEL EXPENSES

Section 1. Travel. Time spent traveling by employees in the course and scope of their employment will be considered compensable work time if it meets the definition of hours worked under the Fair Labor Standards Act, 29 U.S.C. §§ 201 et seq. Travel time includes any time the employee is required or authorized to travel in the course and scope of his/her employment for the Company.

Section 2. Compensation for Travel Time. An employee will be paid at his/her straight-time hourly rate for time spent traveling to an alternative work site only when such travel exceeds the amount of time that the employee would normally spend commuting to the Erie Plant.

(a) If an employee is required to travel directly between his/her home and an alternative worksite, the time that the employee would normally spend commuting to the Erie Plant must be deducted and any additional time will be considered compensable travel time.

(b) Travel time spent by an employee as part of his/her normal work activities during his/her regularly scheduled hours of work may be compensable. Time spent traveling outside an employee's regularly scheduled hours of work will not be compensable travel, unless otherwise required under applicable law.

(c) If an employee performs any work while traveling, such working time will be considered compensable travel time, even if it is outside of the employee's regularly scheduled hours of work.

(d) While traveling, employees are required to take regular meal periods. Such meal periods must be recorded in the employee's time records. Meal periods are not considered compensable travel time.

(e) Time spent in normal commuting between the employee's home and the Erie Plant is not compensable travel time.

Section 3. Mileage Expenses. Where an employee travels to an alternative work location using his/her personal automobile, the employee will be reimbursed for mileage at the reimbursement rates periodically published by the Internal Revenue Service. Mileage expenses must be submitted to the employee's supervisor for approval.

Section 4. Approval. All compensable Travel must be approved in advance by the employee's supervisor. Employees must keep separate records of (i) all time spent traveling each work day, and (ii) all time spent working while traveling. Time records must be submitted to the employee's supervisor for approval.

Article XXIV. SAFETY

Section 1. Commitment to Safety. The Company and the Union recognize the utmost importance of health and safety at the Erie Plant. The Company and Union agree to work together during the term of the Agreement to provide and maintain a safe working environment for all employees working at the Plant, to cultivate an environment of behavior-based safety, and to comply with all federal, state and local safety laws and regulations.

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 provisions of this Agreement. (TA 06/06/23)

(a) Safety rules will be communicated to employees through Safety Analysis for Employees (SAFE) bulletins.

(b) The Company will continue to make adequate provisions for the health and safety of employees at the Erie Plant, including but not limited to maintenance of all current safety programs, the Safety Steering Committee, the Safety Coordinators Program and the Operation Prevention Program.

(c) It shall be a condition of employment that all employees comply with applicable safety rules. At the Company's option, an employee who commits a first violation of applicable safety rules may be provided safety training through the Operation Prevention Program in lieu of disciplinary action.

Section 3. Personal Protective Equipment. The Company will continue to provide safety devices, guards and personal protective equipment to minimize accidents and health hazards on its premises.

(a) Employees will be required to wear protective footwear (steel-toed boots) in accordance with the requirements of the standards promulgated by the Occupational Safety and Health Administration (OSHA).

(i) Employees who are required to wear safety shoes with metatarsal protection will be reimbursed up to a maximum of \$175 each calendar year for the purchase of protective footwear. Reimbursements may not be carried over from year to year. (TA 06/06/23)

(ii) Employees who are not required to wear safety shoes with metatarsal protection will be reimbursed up to a maximum of \$125 each calendar year for the purchase of protective footwear. Reimbursements may not be carried over from year to year. (TA 06/06/23)

(iii) The Company will provide reimbursement only if the purchase is approved in advance, and the employee must provide adequate documentation of the purchase.

(b) Employees will also be required to utilize personal protective equipment, including but not limited to hard hats, eye protection, ear protection and other personal protective equipment provided by the Company.

(c) Employees will be eligible to receive one pair of prescription safety glasses per calendar year. The Company may select vendor(s) for such safety glasses at its discretion and shall have the sole right to select the style(s) of safety glasses that it will make available to employees. Non-prescription safety glasses (including cheater lenses) will be made available to all employees at the Erie Plant.

Section 4. Workplace Injuries. When an employee is injured during his/her shift, and requires medical treatment beyond first aid or the scope of medically qualified personnel at the plant, the employee will be promptly transported to nearby medical facilities. The employee will be paid for his/her complete shift.

Section 5. Safety Inspections. A representative of the Union will be given an opportunity to accompany an Occupational Safety and Health Administration Compliance Safety and Health Officer during any physical inspection of the Erie Plant for the purpose of aiding such inspection.

Article XXV. STRIKES AND LOCKOUTS

Section 1. No Strikes. There will be no strikes of any kind during the term of this Agreement, except as expressly provided below in Sections 1(a) and 1(b). The Union, on behalf of itself and its members, agrees not to engage in any strike (including sympathy strikes, slowdowns or other stoppage of work) during the term of this Agreement. The Union further agrees not to authorize or condone violations of this Article.

(a) The Union retains the right to strike in the event that the Company implements a transfer of work covered by Article VII, Section 1(a) of this Agreement that results in the permanent layoff of bargaining unit employees, even if the Company fails to provide the notice required under that Section.

(i) Prior to exercising its right to strike under this Section, the Union will first exhaust all provisions of the Grievance Procedure in Article XXI of the Agreement, except arbitration under Article XXI, Section 7.

(ii) In the event the Union intends to exercise its right to strike under this Article, the Union will provide the Company with not less than twenty-four (24) hours' notice. Upon receipt of such notice, the Company will meet with the Union immediately to discuss the dispute and the contemplated action so that management can assess the situation.

(iii) 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 Company provides its answer to the grievance at Step 3 of the Grievance Procedure.

(iv) If the Union elects to arbitrate a grievance pertaining to a transfer of work covered by this Section, the Union will not be permitted to strike unless the Company fails to comply with the arbitrators' award within fourteen (14) days of its issuance.

(b) The Union retains the right to strike in the event that the Company subcontracts bargaining unit work covered by Article VIII, Section 4 of this Agreement that results in the permanent layoff of bargaining unit employees, even if the Company fails to provide the notice required under that Section.

(i) Prior to exercising its right to strike under this Section, the Union will first exhaust all provisions of the Grievance Procedure in Article XXI of the Agreement, except arbitration under Article XXI, Section 7.

(ii) In the event the Union intends to exercise its right to strike under this Article, the Union will provide the Company with not less than twenty-four (24) hours' notice. Upon receipt of such notice, the Company will meet with the Union immediately to discuss the dispute and the contemplated action so that management can assess the situation.

(iii) 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 Company provides its answer to the grievance at Step 3 of the Grievance Procedure.

(iv) If the Union elects to arbitrate a grievance pertaining to the subcontracting of bargaining union work covered by this Section, the Union will not be permitted to strike unless the Company fails to comply with the arbitrators' award within fourteen (14) days of its issuance.

(c) The Union retains the right to strike in the event that the Company (i) fails to timely respond to a grievance at Step 2 or Step 3 of the Grievance Procedure under Article XXI of the Agreement, or (ii) moves to vacate an arbitration award issued under Article XXI, Section 7 of this Agreement to a Federal district court. If the Union plans to engage in strike under this Section, the Union will provide ten (10) days' notice to the Company of its intention to engage in a strike and the reasons for such strike. The Union and the Company shall meet within the ten (10) day notice period to reach a settlement of the grievance or compliance with the arbitration award. If no such settlement is reached, the Union shall have the right (but not the obligation) to engage in strike. Such strike action must be taken, if at all, within sixty (60) days after the expiration of the ten (10) day notice period.

Section 2. No Lockouts. The Company agrees that there shall be no form of lockout during the term of this Agreement.

Article XXVI. SEVERANCE ALLOWANCE (TA 06/05/2023)

Section 1. Plant Closing Notice. Whenever the Company decides to close a plant, the Company shall provide at least sixty (60) days' written notice of its decision to the Union and the affected employees. As the Company, in the course of such plant closing, no longer has need for the work then being done by an employee, his/her employment by the Company may be terminated, subject to compliance with the provisions of this Article. Each employee shall be given at least one week's advance notice of the specific date of his/her termination.

Section 2. Bargaining. As required by law, upon request, the Company will negotiate with the Union regarding the decision to close the plant and the effects of such closure on bargaining unit employees.

Section 3. Eligibility. If the Company closes the Erie Plant during the term of this Agreement, any employees who are terminated from employment as a result of the plant closure will be eligible for a Severance Allowance as follows:

(a) To be eligible for a Severance Allowance, the terminated employee must have accumulated one (1) or more years of continuous service with the Company as computed in accordance with Article VIII (Seniority) of this Agreement.

(b) Employees on a Company-approved leave of absence will be eligible for a Severance Allowance.

(c) Employees who were laid off pursuant to Article XI, Section 1 of the Agreement for less than eighteen (18) months prior to the effective date of the plant closure will be eligible for a Severance Allowance under this Article. If permanent layoffs of bargaining unit employees begin before the date the Erie plant closes (but after the date notice is provided under Article XXVI, Section 1), the eighteen (18) month period will be measured backwards from the date of the first layoffs resulting from the plant closure. Any payments received by a laid off employee under Article XXVII (Income Extension Aid) will be deducted from the employee's Severance Allowance.
(TA 06/01/2023)

(d) An employee who is otherwise eligible for a Severance Allowance under Section 1(a) of this Agreement who retires, resigns or is discharged for cause prior to his/her last day of work as determined by the Company will be ineligible for a Severance Allowance.

(e) Any employee whose employment is terminated pursuant to the provisions of this Section 1 will lose all seniority for all purposes and will cease to be connected in any way to the Company. Should such individual later be re-employed by the Company, the individual will be considered a new employee without seniority or benefit of previous service with the Company.

(f) Employees affected by a plant closing may request that their date of termination from employment be accelerated so that they may accept alternative employment. Such requests will be given due consideration and will be denied only for legitimate business reasons.

(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 used but unearned vacation utilized prior to their termination date.
 (Tentatively agreed 5/23/23)

Section 4. Severance Allowance; Amount. An eligible employee will receive a Severance Allowance based upon his/her seniority with the Company as follows:

Seniority	Weeks of Severance Allowance
Less than one year of Seniority	No Severance Allowance
One or more years of Seniority but less than five (5) years of seniority	One week for each completed year of service with the Company. Employees who are eligible for a Severance Allowance will be eligible for a minimum Severance Allowance of four (4) weeks.
Five (5) or more years of Seniority but less than ten (10) years of Seniority	One and one-half weeks for each completed year of service with the Company.
Ten (10) or more years of Seniority	Two weeks per year of service.

Section 5. Calculation. A week's Severance Allowance will be paid at forty (40) hours per week at the affected employee's straight-time hourly wage rate, plus any applicable shift differential.

Section 6. Payment. Payment of a Severance Allowance will be paid in a lump sum.

Section 7. Non-Duplication. Severance Allowance will be the exclusive payment for employees affected by a plant closure.

(a) If an affected employee is or shall become eligible for any discharge, liquidation, severance or dismissal allowance or payment of a similar kind by reason of any law, state or federal, the total amount of such payments will be deducted from the Severance Allowance to which the employee may be entitled under this Article, or any payment made by the Company under this Article may be offset against such payments.

(b) Employees who are eligible for and receive a Severance Allowance also will be paid for any accrued but unused vacation pursuant to Article XVI, Section 1(j).

(c) Statutory unemployment compensation payments are excluded from the non-duplication provisions under this Section.

(d) The receipt of severance pay will not affect any vested rights the employee may have under any Company-sponsored Retirement Plan.

Section 8. Employment Assistance Plan. To assist employees adversely affected by a plant closing to find new jobs and to learn new skills, the Company will establish an Employment Assistance Program following the announcement of a decision to close the plant. The Employment Assistance Program will include job placement assistance and education and retraining assistance.

Section 9. Closing Agreement. Because the circumstances of a plant closing can vary in terms of the impact on employment, location and timing, as well as other considerations, the Company and the Union may negotiate an agreement covering the plant closing termination procedure for employees affected by the plant closing. Any such agreement shall be in writing and approved by the Company and the Union.

Article XXVII. INCOME EXTENSION AID (IEA)

Section 1. Supplemental Unemployment Compensation. During periods of layoff during which an employee is eligible for and receiving unemployment compensation under applicable law, an eligible employee may elect to receive an IEA benefit in an amount equal to the difference between seventy-five percent (75%) of the employee's Weekly Pay (as defined in Section 3 of this Article) and the amount of unemployment compensation benefits received during the applicable workweek.

(a) Employees must apply for IEA benefits within two (2) months after being laid off. An employee who is experiencing delays by the Commonwealth of Pennsylvania in processing his or her unemployment compensation claim in excess of six (6) weeks may request an extension of time to file an IEA claim. Such requests will not be unreasonably denied.

(b) An IEA payment for supplemental unemployment compensation will be made only if the employee has applied for, and received unemployment compensation benefits during the applicable week, and only if the employee has provided the Company with satisfactory proof of the total amount of such unemployment compensation benefits received for the applicable week.

(c) IEA supplemental unemployment compensation benefits will be paid until the employee is no longer receiving unemployment compensation or has exhausted his/her entire IEA Eligibility Amount calculated in accordance with Section 5 of this Article, whichever occurs first.

(d) In the event that an employee seeking supplemental unemployment compensation benefits under this Article is denied unemployment compensation payment in whole or in part, for any of the following reasons, the employee shall be entitled to a weekly IEA benefits as though there had been no such unemployment compensation disqualification:

(i) Due to a disability arising more than thirty-one (31) days following layoff rendering the employee unable to work.

(ii) Due to the receipt of public or private retirement income.

(iii) Because of insufficient earnings to establish unemployment compensation eligibility.

(iv) Because unemployment compensation benefits have been exhausted for the base year.

(v) Because the employee's earnings during the work week in which he or she was laid off disqualify the employee for unemployment compensation.

Section 2. Layoff Benefit. If a laid off employee has exhausted his/her unemployment compensation benefits under applicable law, the employee will be eligible for a weekly IEA Layoff Benefit equal to seventy-five percent (75%) of his Weekly Pay (as defined in Section 3 below).

(a) An eligible employee will be permitted to receive IEA Layoff Benefits during periods of layoff during which the employee is attending a recognized trade or professional school or training course, attendance at which makes him ineligible for unemployment compensation benefits.

(b) IEA Layoff Benefits will be paid until the employee has exhausted his/her entire IEA Eligibility Amount calculated in accordance with Section 5(a) of this Article.

(c) After one (1) year on layoff, or upon loss of seniority due to voluntary retirement (after reaching 59 years of age), any remaining balance of the laid off employee's IEA Eligibility Amount will be paid to the employee in a lump sum.

(d) In the event that an employee elects to take time off without pay during a scheduled shutdown, as provided in Article XVI, Section 2 of this Agreement, the employee will not be eligible for IEA during the period of the shutdown.

Section 3. Lump-Sum Option. An eligible employee may, with the approval of the Company, elect to receive his/her entire IEA Eligibility Amount (and any accrued vacation or other accrued amounts due) in a lump sum. Acceptance of a lump sum payment will result in a loss of seniority under Article VIII, Section 3(b) of this Agreement and terminate his/her employment with the Company.

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. (TA 5/17/2023)

Section 5. Seniority Rights. Receipt of IEA payments under this Article, other than in a lump sum under Section 3 of this Article, will not affect an employee's previously accumulated service or recall rights.

Section 6. Computation of Income Extension Aid (IEA).

(a) IEA Eligibility Amount. An employee who has completed his/her probationary period will be eligible for a gross IEA benefit in an amount equal to one (1) Week of pay for each full year of continuous service plus one-fourth (1/4) of a Week for each additional three (3) months of continuous service at the time of layoff.

(b) Minimum IEA Benefit. The minimum IEA Eligibility Amount for any eligible employee will be Four (4) Weeks.

(c) Restoration of IEA Eligibility Amount. If a laid off employee receives IEA benefits under this Article, and is subsequently recalled from layoff (and resumes active employment in the Erie Plant for at least thirty (30) days), the full amount of the employee's IEA Eligibility Amount calculated under this Section will be available to the employee in the event of a future layoff. Recalled employees will not be required to repay any IEA benefits paid to the employees during periods of layoff.

(d) Week; Defined. For purposes of calculating IEA Eligibility Amount under this Article, a "Week" will be calculated as forty (40) hours times the employee's straight-time hourly wage rate plus shift premium, if applicable.

(e) Weekly Pay; Defined. For purposes of calculating the weekly IEA benefit payable to an eligible employee under this Article, "Weekly Pay" will be calculated as forty (40) hours times the employee's straight-time hourly wage rate plus shift premium, if applicable.

Article XXVIII. COMPLETE AGREEMENT

Section 1. Complete Agreement. This Agreement contains all the provisions agreed upon by the Company and the Union in collective bargaining, and concludes negotiations on all matters, including past practices, for the life of the Agreement except as otherwise provided. No representative of either party has authority to make, and neither of the parties shall be bound by any statement, representation or agreement not set forth in this Agreement. No agreement, understanding, alteration or variation of the Agreement, terms, provisions, covenants, or conditions contained in this Agreement shall bind the parties unless made and executed in

writing by the both the Company and the Union. Any and all agreements, written and verbal, previously entered into between the parties hereto are in all things mutually cancelled and superseded by this Agreement.

Section 2. Amendments. It is mutually understood that the terms and conditions relating to the employment of workers covered by this Agreement have been decided upon by collective bargaining. This Agreement may be modified by mutual consent in writing by the Company and the Union. The provisions of this agreement shall be subject to any changes made necessary by reason of federal, state or local legislation which would affect the terms and conditions of this Agreement.

Section 3. Zipper Clause. During the negotiations which resulted in this Agreement, both the Company and the Union had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining and that all such subjects have been discussed and negotiated upon and the agreements contained in this Agreement were arrived at after the free exercise of such rights and opportunities. For the term of the Agreement, neither the Company nor the Union will be required to negotiate, and both parties waive the right to bargain, with respect to any matter or issue that could have been raised during the negotiation of this Agreement, even though such matter or issue may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Article XXIX. DURATION

Section 1. Term. This Agreement will be effective on June 10, 2023 (the “Effective Date”), and will continue in full force and effect from the Effective Date until 11:59 p.m. on April 30, 2027 (the “Expiration Date”).

Section 2. Notice and Bargaining. Either party may serve written notice of its desire to modify provisions of this Agreement at least sixty (60) days but not more than ninety (90) days prior to the Expiration Date of the Agreement, and during the period of such negotiations, the Agreement, shall remain in full force and effect. If, however, no agreement is reached with respect to any such proposed modifications and/or other proposals that may be presented for negotiations before the date on which the Agreement otherwise would have expired, either party thereafter may terminate the Agreement seven (7) days after written notice of termination is delivered to the other party.

APPENDIX A
Departments (TA 06/06/2023)

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.

APPENDIX B
Job Classifications and Wage Rates

Table B-1: Wage Rates Effective Upon Ratification

Job Classification	Wage Rate	New Hire Start Rate
PRODUCTION		
Production Technician	\$ 32.56	\$ 21.47
Assembly Technician 1	\$ 38.13	\$ 24.97
Assembly Technician 2	\$ 34.77	\$ 22.86
Weld Technician 1	\$ 38.13	\$ 24.97
Weld Technician 2	\$ 34.77	\$ 22.86
Fabrication Technician	\$ 34.77	\$ 22.86
Final Paint Technician	\$ 38.13	\$ 28.60
Paint Technician	\$ 34.77	\$ 22.86
Machinist 1	\$ 39.16	\$ 27.41
Machinist 2	\$ 38.13	\$ 26.69
Machinist 3	\$ 34.77	\$ 24.34
Advanced Manufacturing Technician - Machining	\$ 41.24	\$ 26.92
Advanced Manufacturing Technician - Weld/Assembly	\$ 38.13	\$ 24.97
CDL Driver	\$ 32.56	\$ 21.47
TESTING & INSPECTION		
Advanced Engineering Lab Test Technician	\$ 41.24	\$ 26.92
Locomotive/Engine Test Technician	\$ 39.16	\$ 31.33
Cab/Component Test Technician	\$ 38.13	\$ 24.97
Panel Test Technician	\$ 34.77	\$ 22.86
Inspection Technician 1	\$ 39.16	\$ 25.62
Inspection Technician 2	\$ 38.13	\$ 24.97
MAINTENANCE		
Computer Repair Technician	\$ 39.16	\$ 25.62
Gauge Calibration Technician	\$ 39.16	\$ 25.62
Electrical, Mechanical, Repair and Development Technician	\$ 39.16	\$ 31.33
Electrical, Mechanical, and Repair Technician	\$ 38.13	\$ 30.51
Maintenance Metal Worker	\$ 38.13	\$ 24.97
Mechanical Repair Technician	\$ 34.77	\$ 22.86

Mechanical and Motor Vehicle Technician	\$ 34.77	\$ 22.86
Journeyman Electrician	\$ 39.16	\$ 31.33
Powerhouse Technician	\$ 41.24	\$ 26.92
Metering & Instrumentation Technician	\$ 39.16	\$ 25.62
Waste Water Treatment Technician	\$ 38.13	\$ 24.97
LABORATORY & TECHNICAL		
Laboratory Assistant	\$ 38.99	\$ 25.51
Renewal Parts Cataloger	\$ 38.99	\$ 25.51
Traffic Clerk	\$ 33.63	\$ 22.14
Service Clerk - Gauge Calibration	\$ 33.63	\$ 22.14

Table B-2: Wage Rates Effective Upon 06/01/2024

Job Classification	Wage Rate	New Hire Start Rate
PRODUCTION		
Production Technician	\$ 33.37	\$ 22.01
Assembly Technician 1	\$ 39.09	\$ 25.60
Assembly Technician 2	\$ 35.64	\$ 23.43
Weld Technician 1	\$ 39.09	\$ 25.60
Weld Technician 2	\$ 35.64	\$ 23.43
Fabrication Technician	\$ 35.64	\$ 23.43
Final Paint Technician	\$ 39.09	\$ 29.32
Paint Technician	\$ 35.64	\$ 23.43
Machinist 1	\$ 40.14	\$ 28.10
Machinist 2	\$ 39.09	\$ 27.36
Machinist 3	\$ 35.64	\$ 24.95
Advanced Manufacturing Technician - Machining	\$ 42.27	\$ 27.60
Advanced Manufacturing Technician - Weld/Assembly	\$ 39.09	\$ 25.60
CDL Driver	\$ 33.37	\$ 22.01
TESTING & INSPECTION		
Advanced Engineering Lab Test Technician	\$ 42.27	\$ 27.60
Locomotive/Engine Test Technician	\$ 40.14	\$ 32.11
Cab/Component Test Technician	\$ 39.09	\$ 25.60
Panel Test Technician	\$ 35.64	\$ 23.43
Inspection Technician 1	\$ 40.14	\$ 26.26
Inspection Technician 2	\$ 39.09	\$ 25.60
MAINTENANCE		
Computer Repair Technician	\$ 40.14	\$ 26.26
Gauge Calibration Technician	\$ 40.14	\$ 26.26
Electrical, Mechanical, Repair and Development Technician	\$ 40.14	\$ 32.11
Electrical, Mechanical, and Repair Technician	\$ 39.09	\$ 31.27
Maintenance Metal Worker	\$ 39.09	\$ 25.60
Mechanical Repair Technician	\$ 35.64	\$ 23.43
Mechanical and Motor Vehicle Technician	\$ 35.64	\$ 23.43
Journeyman Electrician	\$ 40.14	\$ 32.11

Powerhouse Technician	\$ 42.27	\$ 27.60
Metering & Instrumentation Technician	\$ 40.14	\$ 26.26
Waste Water Treatment Technician	\$ 39.09	\$ 25.60
LABORATORY & TECHNICAL		
Laboratory Assistant	\$ 39.97	\$ 26.15
Renewal Parts Cataloger	\$ 39.97	\$ 26.15
Traffic Clerk	\$ 34.47	\$ 22.69
Service Clerk - Gauge Calibration	\$ 34.47	\$ 22.69

Table B-3: Wage Rates Effective 06/01/2026

Job Classification	Wage Rate	New Hire Start Rate
PRODUCTION		
Production Technician	\$ 34.21	\$ 22.56
Assembly Technician 1	\$ 40.06	\$ 26.24
Assembly Technician 2	\$ 36.53	\$ 24.02
Weld Technician 1	\$ 40.06	\$ 26.24
Weld Technician 2	\$ 36.53	\$ 24.02
Fabrication Technician	\$ 36.53	\$ 24.02
Final Paint Technician	\$ 40.06	\$ 30.05
Paint Technician	\$ 36.53	\$ 24.02
Machinist 1	\$ 41.14	\$ 28.80
Machinist 2	\$ 40.06	\$ 28.05
Machinist 3	\$ 36.53	\$ 25.57
Advanced Manufacturing Technician - Machining	\$ 43.32	\$ 28.28
Advanced Manufacturing Technician - Weld/Assembly	\$ 40.06	\$ 26.24
CDL Driver	\$ 34.21	\$ 22.56
TESTING & INSPECTION		
Advanced Engineering Lab Test Technician	\$ 43.32	\$ 28.28
Locomotive/Engine Test Technician	\$ 41.14	\$ 32.91
Cab/Component Test Technician	\$ 40.06	\$ 26.24
Panel Test Technician	\$ 36.53	\$ 24.02
Inspection Technician 1	\$ 41.14	\$ 26.91
Inspection Technician 2	\$ 40.06	\$ 26.24
MAINTENANCE		
Computer Repair Technician	\$ 41.14	\$ 26.91
Gauge Calibration Technician	\$ 41.14	\$ 26.91
Electrical, Mechanical, Repair and Development Technician	\$ 41.14	\$ 32.91
Electrical, Mechanical, and Repair Technician	\$ 40.06	\$ 32.05
Maintenance Metal Worker	\$ 40.06	\$ 26.24
Mechanical Repair Technician	\$ 36.53	\$ 24.02
Mechanical and Motor Vehicle Technician	\$ 36.53	\$ 24.02

Journeyman Electrician	\$ 41.14	\$ 32.91
Powerhouse Technician	\$ 43.32	\$ 28.28
Metering & Instrumentation Technician	\$ 41.14	\$ 26.91
Waste Water Treatment Technician	\$ 40.06	\$ 26.24
LABORATORY & TECHNICAL		
Laboratory Assistant	\$ 40.97	\$ 26.80
Renewal Parts Cataloger	\$ 40.97	\$ 26.80
Traffic Clerk	\$ 35.33	\$ 23.26
Service Clerk - Gauge Calibration	\$ 35.33	\$ 23.26

APPENDIX C
Wage Progressions

Table C-1: Wage Progression Effective Upon Ratification

Job Classification	Start Rate	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Yr 6	Yr 7	Yr 8	Yr 9	Yr 10
PRODUCTION											
Production Technician	\$21.47	\$21.72	\$22.08	\$22.70	\$23.59	\$24.58	\$25.76	\$27.12	\$28.70	\$30.51	\$32.56
Assembly Technician 1	\$24.97	\$25.28	\$25.87	\$26.59	\$27.62	\$28.79	\$30.17	\$31.77	\$33.61	\$35.73	\$38.13
Assembly Technician 2	\$22.86	\$23.11	\$23.59	\$24.24	\$25.19	\$26.25	\$27.51	\$28.97	\$30.65	\$32.58	\$34.77
Weld Technician 1	\$24.97	\$25.28	\$25.87	\$26.59	\$27.62	\$28.79	\$30.17	\$31.77	\$33.61	\$35.73	\$38.13
Weld Technician 2	\$22.86	\$23.11	\$23.59	\$24.24	\$25.19	\$26.25	\$27.51	\$28.97	\$30.65	\$32.58	\$34.77
Fabrication Technician	\$22.86	\$23.11	\$23.59	\$24.24	\$25.19	\$26.25	\$27.51	\$28.97	\$30.65	\$32.58	\$34.77
Final Paint Technician	\$28.60	\$28.96	\$29.37	\$29.89	\$30.63	\$31.46	\$32.44	\$33.58	\$34.90	\$36.41	\$38.13
Paint Technician	\$22.86	\$23.11	\$23.59	\$24.24	\$25.19	\$26.25	\$27.51	\$28.97	\$30.65	\$32.58	\$34.77
Machinist 1	\$27.41	\$27.85	\$28.36	\$28.99	\$29.91	\$30.93	\$32.15	\$33.55	\$35.17	\$37.04	\$39.16
Machinist 2	\$26.69	\$27.12	\$27.62	\$28.24	\$29.13	\$30.12	\$31.31	\$32.68	\$34.26	\$36.07	\$38.13
Machinist 3	\$24.34	\$24.73	\$25.18	\$25.75	\$26.56	\$27.47	\$28.55	\$29.80	\$31.24	\$32.89	\$34.77
Advanced Manufacturing Technician - Machining	\$26.92	\$27.34	\$27.97	\$28.75	\$29.87	\$31.13	\$32.62	\$34.35	\$36.34	\$38.63	\$41.24
Advanced Manufacturing Technician - Weld/Assembly	\$24.97	\$25.28	\$25.87	\$26.59	\$27.62	\$28.79	\$30.17	\$31.77	\$33.61	\$35.73	\$38.13
CDL Driver	\$21.47	\$21.72	\$22.08	\$22.70	\$23.59	\$24.58	\$25.76	\$27.12	\$28.70	\$30.51	\$32.56
TESTING & INSPECTION											
Advanced Engineering Lab Test Technician	\$26.92	\$27.34	\$27.97	\$28.75	\$29.87	\$31.13	\$32.62	\$34.35	\$36.34	\$38.63	\$41.24
Locomotive/Engine Test Technician	\$31.33	\$31.62	\$31.96	\$32.38	\$32.99	\$33.67	\$34.48	\$35.42	\$36.50	\$37.75	\$39.16
Cab/Component Test Technician	\$24.97	\$25.28	\$25.87	\$26.59	\$27.62	\$28.79	\$30.17	\$31.77	\$33.61	\$35.73	\$38.13

Panel Test Technician	\$22.86	\$23.11	\$23.59	\$24.24	\$25.19	\$26.25	\$27.51	\$28.97	\$30.65	\$32.58	\$34.77
Inspection Technician 1	\$25.62	\$25.96	\$26.56	\$27.30	\$28.37	\$29.56	\$30.98	\$32.62	\$34.51	\$36.69	\$39.16
Inspection Technician 2	\$24.97	\$25.28	\$25.87	\$26.59	\$27.62	\$28.79	\$30.17	\$31.77	\$33.61	\$35.73	\$38.13
MAINTENANCE											
Computer Repair Technician	\$25.62	\$25.96	\$26.56	\$27.30	\$28.37	\$29.56	\$30.98	\$32.62	\$34.51	\$36.69	\$39.16
Gauge Calibration Technician	\$25.62	\$25.96	\$26.56	\$27.30	\$28.37	\$29.56	\$30.98	\$32.62	\$34.51	\$36.69	\$39.16
Electrical, Mechanical, Repair and Development Technician	\$31.33	\$31.62	\$31.96	\$32.38	\$32.99	\$33.67	\$34.48	\$35.42	\$36.50	\$37.75	\$39.16
Electrical, Mechanical, and Repair Technician	\$30.51	\$30.79	\$31.12	\$31.54	\$32.13	\$32.79	\$33.58	\$34.49	\$35.55	\$36.76	\$38.13
Maintenance Metal Worker	\$24.97	\$25.28	\$25.87	\$26.59	\$27.62	\$28.79	\$30.17	\$31.77	\$33.61	\$35.73	\$38.13
Mechanical Repair Technician	\$22.86	\$23.11	\$23.59	\$24.24	\$25.19	\$26.25	\$27.51	\$28.97	\$30.65	\$32.58	\$34.77
Mechanical and Motor Vehicle Technician	\$22.86	\$23.11	\$23.59	\$24.24	\$25.19	\$26.25	\$27.51	\$28.97	\$30.65	\$32.58	\$34.77
Journeyman Electrician	\$31.33	\$31.62	\$31.96	\$32.38	\$32.99	\$33.67	\$34.48	\$35.42	\$36.50	\$37.75	\$39.16
Powerhouse Technician	\$26.92	\$27.34	\$27.97	\$28.75	\$29.87	\$31.13	\$32.62	\$34.35	\$36.34	\$38.63	\$41.24
Metering & Instrumentation Technician	\$25.62	\$25.96	\$26.56	\$27.30	\$28.37	\$29.56	\$30.98	\$32.62	\$34.51	\$36.69	\$39.16
Waste Water Treatment Technician	\$24.97	\$25.28	\$25.87	\$26.59	\$27.62	\$28.79	\$30.17	\$31.77	\$33.61	\$35.73	\$38.13
LABORATORY & TECHNICAL											
Laboratory Assistant	\$25.51	\$25.85	\$26.45	\$27.19	\$28.25	\$29.44	\$30.85	\$32.48	\$34.37	\$36.53	\$38.99
Renewal Parts Cataloger	\$25.51	\$25.85	\$26.45	\$27.19	\$28.25	\$29.44	\$30.85	\$32.48	\$34.37	\$36.53	\$38.99
Traffic Clerk	\$22.14	\$22.39	\$22.81	\$23.44	\$24.36	\$25.38	\$26.60	\$28.01	\$29.64	\$31.50	\$33.63
Service Clerk - Gauge Calibration	\$22.14	\$22.39	\$22.81	\$23.44	\$24.36	\$25.38	\$26.60	\$28.01	\$29.64	\$31.50	\$33.63

Table C-2: Wage Progression Effective 06/01/2024

Job Classification	Start Rate	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Yr 6	Yr 7	Yr 8	Yr 9	Yr 10
PRODUCTION											
Production Technician	\$22.01	\$22.26	\$22.64	\$23.27	\$24.18	\$25.19	\$26.40	\$27.80	\$29.41	\$31.27	\$33.37
Assembly Technician 1	\$25.60	\$25.92	\$26.51	\$27.25	\$28.32	\$29.51	\$30.92	\$32.56	\$34.45	\$36.62	\$39.09
Assembly Technician 2	\$23.43	\$23.69	\$24.18	\$24.85	\$25.82	\$26.91	\$28.20	\$29.69	\$31.41	\$33.39	\$35.64
Weld Technician 1	\$25.60	\$25.92	\$26.51	\$27.25	\$28.32	\$29.51	\$30.92	\$32.56	\$34.45	\$36.62	\$39.09
Weld Technician 2	\$23.43	\$23.69	\$24.18	\$24.85	\$25.82	\$26.91	\$28.20	\$29.69	\$31.41	\$33.39	\$35.64
Fabrication Technician	\$23.43	\$23.69	\$24.18	\$24.85	\$25.82	\$26.91	\$28.20	\$29.69	\$31.41	\$33.39	\$35.64
Final Paint Technician	\$29.32	\$29.68	\$30.10	\$30.63	\$31.39	\$32.24	\$33.26	\$34.42	\$35.77	\$37.32	\$39.09
Paint Technician	\$23.43	\$23.69	\$24.18	\$24.85	\$25.82	\$26.91	\$28.20	\$29.69	\$31.41	\$33.39	\$35.64
Machinist 1	\$28.10	\$28.54	\$29.07	\$29.72	\$30.66	\$31.70	\$32.95	\$34.39	\$36.05	\$37.96	\$40.14
Machinist 2	\$27.36	\$27.80	\$28.31	\$28.94	\$29.85	\$30.88	\$32.09	\$33.49	\$35.11	\$36.97	\$39.09
Machinist 3	\$24.95	\$25.35	\$25.81	\$26.39	\$27.22	\$28.16	\$29.26	\$30.54	\$32.02	\$33.71	\$35.64
Advanced Manufacturing Technician - Machining	\$27.60	\$28.02	\$28.67	\$29.47	\$30.62	\$31.91	\$33.44	\$35.21	\$37.25	\$39.60	\$42.27
Advanced Manufacturing Technician - Weld/Assembly	\$25.60	\$25.92	\$26.51	\$27.25	\$28.32	\$29.51	\$30.92	\$32.56	\$34.45	\$36.62	\$39.09
CDL Driver	\$22.01	\$22.26	\$22.64	\$23.27	\$24.18	\$25.19	\$26.40	\$27.80	\$29.41	\$31.27	\$33.37
TESTING & INSPECTION											
Advanced Engineering Lab Test Technician	\$27.60	\$28.02	\$28.67	\$29.47	\$30.62	\$31.91	\$33.44	\$35.21	\$37.25	\$39.60	\$42.27
Locomotive/Engine Test Technician	\$32.11	\$32.41	\$32.76	\$33.19	\$33.82	\$34.52	\$35.35	\$36.31	\$37.42	\$38.69	\$40.14
Cab/Component Test Technician	\$25.60	\$25.92	\$26.51	\$27.25	\$28.32	\$29.51	\$30.92	\$32.56	\$34.45	\$36.62	\$39.09
Panel Test Technician	\$23.43	\$23.69	\$24.18	\$24.85	\$25.82	\$26.91	\$28.20	\$29.69	\$31.41	\$33.39	\$35.64
Inspection Technician 1	\$26.26	\$26.61	\$27.22	\$27.98	\$29.08	\$30.30	\$31.75	\$33.43	\$35.37	\$37.60	\$40.14

Inspection Technician 2	\$25.60	\$25.92	\$26.51	\$27.25	\$28.32	\$29.51	\$30.92	\$32.56	\$34.45	\$36.62	\$39.09
MAINTENANCE											
Computer Repair Technician	\$26.26	\$26.61	\$27.22	\$27.98	\$29.08	\$30.30	\$31.75	\$33.43	\$35.37	\$37.60	\$40.14
Gauge Calibration Technician	\$26.26	\$26.61	\$27.22	\$27.98	\$29.08	\$30.30	\$31.75	\$33.43	\$35.37	\$37.60	\$40.14
Electrical, Mechanical, Repair and Development Technician	\$32.11	\$32.41	\$32.76	\$33.19	\$33.82	\$34.52	\$35.35	\$36.31	\$37.42	\$38.69	\$40.14
Electrical, Mechanical, and Repair Technician	\$31.27	\$31.56	\$31.90	\$32.32	\$32.93	\$33.61	\$34.42	\$35.36	\$36.44	\$37.68	\$39.09
Maintenance Metal Worker	\$25.60	\$25.92	\$26.51	\$27.25	\$28.32	\$29.51	\$30.92	\$32.56	\$34.45	\$36.62	\$39.09
Mechanical Repair Technician	\$23.43	\$23.69	\$24.18	\$24.85	\$25.82	\$26.91	\$28.20	\$29.69	\$31.41	\$33.39	\$35.64
Mechanical and Motor Vehicle Technician	\$23.43	\$23.69	\$24.18	\$24.85	\$25.82	\$26.91	\$28.20	\$29.69	\$31.41	\$33.39	\$35.64
Journeyman Electrician	\$32.11	\$32.41	\$32.76	\$33.19	\$33.82	\$34.52	\$35.35	\$36.31	\$37.42	\$38.69	\$40.14
Powerhouse Technician	\$27.60	\$28.02	\$28.67	\$29.47	\$30.62	\$31.91	\$33.44	\$35.21	\$37.25	\$39.60	\$42.27
Metering & Instrumentation Technician	\$26.26	\$26.61	\$27.22	\$27.98	\$29.08	\$30.30	\$31.75	\$33.43	\$35.37	\$37.60	\$40.14
Waste Water Treatment Technician	\$25.60	\$25.92	\$26.51	\$27.25	\$28.32	\$29.51	\$30.92	\$32.56	\$34.45	\$36.62	\$39.09
LABORATORY & TECHNICAL											
Laboratory Assistant	\$26.15	\$26.50	\$27.11	\$27.86	\$28.95	\$30.17	\$31.62	\$33.29	\$35.22	\$37.44	\$39.97
Renewal Parts Cataloger	\$26.15	\$26.50	\$27.11	\$27.86	\$28.95	\$30.17	\$31.62	\$33.29	\$35.22	\$37.44	\$39.97
Traffic Clerk	\$22.69	\$22.95	\$23.38	\$24.03	\$24.97	\$26.02	\$27.27	\$28.71	\$30.38	\$32.29	\$34.47
Service Clerk - Gauge Calibration	\$22.69	\$22.95	\$23.38	\$24.03	\$24.97	\$26.02	\$27.27	\$28.71	\$30.38	\$32.29	\$34.47

Table C-3: Wage Progression Effective 06/01/26

Job Classification	Start Rate	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Yr 6	Yr 7	Yr 8	Yr 9	Yr 10
PRODUCTION											
Production Technician	\$22.56	\$22.82	\$23.20	\$23.85	\$24.78	\$25.82	\$27.06	\$28.50	\$30.15	\$32.05	\$34.21
Assembly Technician 1	\$26.24	\$26.56	\$27.17	\$27.93	\$29.02	\$30.25	\$31.70	\$33.37	\$35.31	\$37.54	\$40.06
Assembly Technician 2	\$24.02	\$24.28	\$24.78	\$25.47	\$26.47	\$27.58	\$28.90	\$30.43	\$32.20	\$34.23	\$36.53
Weld Technician 1	\$26.24	\$26.56	\$27.17	\$27.93	\$29.02	\$30.25	\$31.70	\$33.37	\$35.31	\$37.54	\$40.06
Weld Technician 2	\$24.02	\$24.28	\$24.78	\$25.47	\$26.47	\$27.58	\$28.90	\$30.43	\$32.20	\$34.23	\$36.53
Fabrication Technician	\$24.02	\$24.28	\$24.78	\$25.47	\$26.47	\$27.58	\$28.90	\$30.43	\$32.20	\$34.23	\$36.53
Final Paint Technician	\$30.05	\$30.42	\$30.86	\$31.40	\$32.18	\$33.05	\$34.09	\$35.29	\$36.67	\$38.26	\$40.06
Paint Technician	\$24.02	\$24.28	\$24.78	\$25.47	\$26.47	\$27.58	\$28.90	\$30.43	\$32.20	\$34.23	\$36.53
Machinist 1	\$28.80	\$29.26	\$29.79	\$30.46	\$31.42	\$32.50	\$33.77	\$35.25	\$36.96	\$38.91	\$41.14
Machinist 2	\$28.05	\$28.49	\$29.02	\$29.67	\$30.60	\$31.65	\$32.89	\$34.33	\$35.99	\$37.90	\$40.06
Machinist 3	\$25.57	\$25.98	\$26.46	\$27.05	\$27.90	\$28.86	\$29.99	\$31.30	\$32.82	\$34.56	\$36.53
Advanced Manufacturing Technician - Machining	\$28.28	\$28.72	\$29.38	\$30.20	\$31.38	\$32.71	\$34.27	\$36.09	\$38.18	\$40.59	\$43.32
Advanced Manufacturing Technician - Weld/Assembly	\$26.24	\$26.56	\$27.17	\$27.93	\$29.02	\$30.25	\$31.70	\$33.37	\$35.31	\$37.54	\$40.06
CDL Driver	\$22.56	\$22.82	\$23.20	\$23.85	\$24.78	\$25.82	\$27.06	\$28.50	\$30.15	\$32.05	\$34.21
TESTING & INSPECTION											
Advanced Engineering Lab Test Technician	\$28.28	\$28.72	\$29.38	\$30.20	\$31.38	\$32.71	\$34.27	\$36.09	\$38.18	\$40.59	\$43.32
Locomotive/Engine Test Technician	\$32.91	\$33.22	\$33.58	\$34.02	\$34.66	\$35.38	\$36.23	\$37.21	\$38.35	\$39.66	\$41.14
Cab/Component Test Technician	\$26.24	\$26.56	\$27.17	\$27.93	\$29.02	\$30.25	\$31.70	\$33.37	\$35.31	\$37.54	\$40.06
Panel Test Technician	\$24.02	\$24.28	\$24.78	\$25.47	\$26.47	\$27.58	\$28.90	\$30.43	\$32.20	\$34.23	\$36.53
Inspection Technician 1	\$26.91	\$27.28	\$27.90	\$28.68	\$29.80	\$31.06	\$32.55	\$34.27	\$36.26	\$38.54	\$41.14

Inspection Technician 2	\$26.24	\$26.56	\$27.17	\$27.93	\$29.02	\$30.25	\$31.70	\$33.37	\$35.31	\$37.54	\$40.06
MAINTENANCE											
Computer Repair Technician	\$26.91	\$27.28	\$27.90	\$28.68	\$29.80	\$31.06	\$32.55	\$34.27	\$36.26	\$38.54	\$41.14
Gauge Calibration Technician	\$26.91	\$27.28	\$27.90	\$28.68	\$29.80	\$31.06	\$32.55	\$34.27	\$36.26	\$38.54	\$41.14
Electrical, Mechanical, Repair and Development Technician	\$32.91	\$33.22	\$33.58	\$34.02	\$34.66	\$35.38	\$36.23	\$37.21	\$38.35	\$39.66	\$41.14
Electrical, Mechanical, and Repair Technician	\$32.05	\$32.35	\$32.70	\$33.13	\$33.76	\$34.45	\$35.28	\$36.24	\$37.35	\$38.62	\$40.06
Maintenance Metal Worker	\$26.24	\$26.56	\$27.17	\$27.93	\$29.02	\$30.25	\$31.70	\$33.37	\$35.31	\$37.54	\$40.06
Mechanical Repair Technician	\$24.02	\$24.28	\$24.78	\$25.47	\$26.47	\$27.58	\$28.90	\$30.43	\$32.20	\$34.23	\$36.53
Mechanical and Motor Vehicle Technician	\$24.02	\$24.28	\$24.78	\$25.47	\$26.47	\$27.58	\$28.90	\$30.43	\$32.20	\$34.23	\$36.53
Journeyman Electrician	\$32.91	\$33.22	\$33.58	\$34.02	\$34.66	\$35.38	\$36.23	\$37.21	\$38.35	\$39.66	\$41.14
Powerhouse Technician	\$28.28	\$28.72	\$29.38	\$30.20	\$31.38	\$32.71	\$34.27	\$36.09	\$38.18	\$40.59	\$43.32
Metering & Instrumentation Technician	\$26.91	\$27.28	\$27.90	\$28.68	\$29.80	\$31.06	\$32.55	\$34.27	\$36.26	\$38.54	\$41.14
Waste Water Treatment Technician	\$26.24	\$26.56	\$27.17	\$27.93	\$29.02	\$30.25	\$31.70	\$33.37	\$35.31	\$37.54	\$40.06
LABORATORY & TECHNICAL											
Laboratory Assistant	\$26.80	\$27.16	\$27.79	\$28.56	\$29.68	\$30.93	\$32.41	\$34.12	\$36.11	\$38.38	\$40.97
Renewal Parts Cataloger	\$26.80	\$27.16	\$27.79	\$28.56	\$29.68	\$30.93	\$32.41	\$34.12	\$36.11	\$38.38	\$40.97
Traffic Clerk	\$23.26	\$23.52	\$23.96	\$24.63	\$25.59	\$26.67	\$27.95	\$29.43	\$31.14	\$33.10	\$35.33
Service Clerk - Gauge Calibration	\$23.26	\$23.52	\$23.96	\$24.63	\$25.59	\$26.67	\$27.95	\$29.43	\$31.14	\$33.10	\$35.33

APPENDIX D
Benefit Programs Through December 31, 2023

The following sets forth a summary of the group medical, prescription, dental, and vision coverage applicable to bargaining unit employees from the date of this Agreement through December 31, 2023.

Group Medical Plan Summary

Plan	PPO	HDHP
Deductible	\$750 Individual \$1,500 Family	\$1,500 Individual \$3,400 Family
Plan Pays (Based on Plan Allowance)	70% after deductible	80% after deductible
Coinsurance	\$2,500 Individual \$5,000 Family	\$1,500 Individual \$3,150 Family <i>(subject to federal regulations)</i>
Out-of-Pocket Limit (Once met, Plan pays 100% coinsurance for the rest of the benefit period)	\$3,250 Individual \$6,500 Family <i>(includes deductible)</i>	\$3,000 Individual \$6,550 Family <i>(includes deductible)</i>
Co-Pays	\$10 Teladoc or MinuteClinic \$25 Office Visit \$35 Urgent Care \$200 ER	Integrated with Medical Deductible & Coinsurance
Pharmacy Retail Co-Pays	\$8 Generic/\$35 Brand \$50 Retail Brand deductible each member	Integrated with Medical Deductible & Coinsurance
Health Account Contribution	Health Reimbursement Arrangement (HRA)	Health Savings Arrangement (HSA)

Group Medical Plan Cost Structure for Employees Hired Before the Date of Agreement

	Employee	Employee & Child(ren)	Employee & Spouse	Employee & Family
PPO	\$24.23/weekly or \$48.46/biweekly	\$40.38/weekly or \$80.76/biweekly	\$57.69/weekly or \$115.38/biweekly	\$80.77/weekly or \$161.54/biweekly
HDHP	\$20.77	\$34.62	\$50.77	\$71.54
Working Spouse Surcharge	N/A	N/A	\$23.08	\$23.08

Group Medical Plan Cost Structure for Employees Hired On or After the Date of Agreement on Progression Rates

	Employee	Employee & Child(ren)	Employee & Spouse	Employee & Family
PPO	\$19.39/weekly or \$38.78/biweekly	\$32.31/weekly or \$64.62/biweekly	\$46.16/weekly or \$92.32/biweekly	\$64.62/weekly or \$129.24/biweekly
HDHP	\$16.62/weekly or \$33.24/biweekly	\$27.70/weekly or \$55.40/biweekly	\$40.62/weekly or \$81.24/biweekly	\$57.24/weekly or \$114.48/biweekly
Working Spouse Surcharge	N/A	N/A	\$18.47	\$18.47

CVS Health Prescription Plan

Tier	PPO Copay		HDHP Coinsurance	
	Retail	Mail (90 Day Supply)	Retail	Mail (90 Day Supply)
Generic	\$8.00	\$16.00	Integrated with Medical Deductible & Coinsurance	
Brand	\$35.00	\$70.00		

Dental Cost Structure

Employee Contribution	
Employee Only	Employee & Family
\$1.38/weekly or \$2.76/biweekly	\$3.23/weekly or \$6.46/biweekly

Vision Cost Structure

Employee Contribution	
Employee Only	Employee & Family
\$1.39/weekly or \$2.78/biweekly	\$3.61/weekly or \$7.22/biweekly