

AGREEMENT

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BOMBARDIER TRANSPORTATION (Holdings) USA INC.

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International Brotherhood of Electrical Workers AFL-CIO

Local Union No. 589

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Operations & Maintenance Employees Employed

At JFK International Airport

March 1, 2015 through February 28, 2018

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A G R E E M E N T

This Agreement is between Bombardier Transportation (Holdings) USA Inc., and its affiliated Company Bombardier Transit Systems Corporation ("Company") and the International Brotherhood of Electrical Workers AFL-CIO and its affiliated Local Union No. 589 (collectively called "Union"), on the Union's behalf and on behalf of the Company's hourly paid, regular full time employees performing work as customer service agents, storekeepers, plant tradespersons, plant technicians II, track technicians, support shop technicians, electronic technicians, power technicians, rapid response operators, vehicle service technicians, vehicle technicians and operations center operators at the JFK (New York) International Airport.

ARTICLE 1 - PURPOSE AND INTENT

It is the purpose and intent of the parties to this Agreement to achieve and maintain the highest possible degree of efficiency and productivity of Company operations, uninterrupted operations, the highest employee performance consistent with reasonable safety, good health, and continuous effort, and cooperation among officials of the Company and Union and employee work force in a workplace where all employees, supervisory and non-supervisory alike, will be

part of a team working closely together in a caring manner to produce quality products and services in a competitive market.

ARTICLE 2 - DEFINITIONS

1. **Employee.** The word "employee" as used in this Agreement applies only to those full time regular employees covered by this Agreement at the JFK Airport. Unless otherwise specifically stated, however, only actively employed, full time regular employees and part time regular employees who have completed their probation successfully will be eligible for benefits under this Agreement. All other employees, including seasonal or other temporary employees, will not be part of the bargaining unit but can be employed by the Company but will be covered by and subject to this Agreement only as specifically stated.

2.

a. **Full Time Employee.** The words "full time regular employee" shall mean any employee designated by the Company as a full time regular employee who has completed the probationary period of employment. An employee shall not become a full time regular employee unless an incumbent full time regular has left its employ permanently and the Company, in its discretion, determines that there is a full time regular vacancy and it must be filled or

it determines there is otherwise a need for an additional full time regular.

b. **Part Time Employee.** The words "regular, part time employee" shall mean any employee who works twenty (20) hours or more per week and will be eligible for pro rated benefits.

c. **Temporary Employee.** The words "temporary, seasonal, or casual employee" shall mean any employee employed ninety (90) calendar days or less." Temporary, seasonal, and casual employees are not subject to the terms in this Agreement.

3. **Actively Employed.** The terms "actively employed" or "active employment" shall refer to an employee only during times when he or she is in the active employ of the Company, that is, performing work as scheduled for the rates of pay set forth in this Agreement. It will not refer, for instance, to an employee who is on inactive status due to layoff or paid or unpaid leave of absence. Except as otherwise specified in this Agreement or as required by law, employees otherwise eligible for benefits under this Agreement are eligible for such benefits only during periods in which they are actively employed.

4. **Year.** The term "year" shall mean the calendar year unless otherwise specifically stated in a particular provision or unless changed by the Company.

5. **Month.** The term "month" shall mean the calendar month unless otherwise specifically stated in a particular provision or unless changed by the Company.

6. **Work Week.** The term "week or work week" shall mean the calendar week beginning on Monday at 12:01 A.M. and ending on Sunday at 11:59 P.M. unless otherwise specifically stated in a particular provision.

7. **Day.** The term "day" shall mean the calendar day unless otherwise specifically stated in a particular provision.

8. **Masculine Usage.** References in this Agreement to masculine nouns and pronouns shall be considered as including females and are used for ease of reference only.

9. **No Guarantee.** Nothing in this Agreement is to be construed as a guarantee of daily or weekly hours of work except where the word "guarantee" is used specifically.

10. **Emergency.** An Emergency is defined as an unanticipated call for unplanned work that requires an employee to respond immediately. Preventive Maintenance will not be considered an Emergency unless caused by an unexpected and unplanned situation which cannot be scheduled in advance.

ARTICLE 3 - MANAGEMENT RIGHTS

1. Examples of Rights.

a. Subject only to the express provisions of this Agreement, and irrespective of the impact upon employment, the topics reserved to the Company's sole control of the management and supervision of its business include, without limitation, the right to direct, plan, control, relocate, sell, and cease operations; to determine and redetermine the number and location of its operations, including moving the work or any of its parts to other areas and the types and amount of work to be handled at each and all of its operations; the right to determine and redetermine the work to be performed, the persons or entities to perform it, and the wages to perform it, including the discretion to study and restudy jobs and place such jobs on or remove them from incentive; the right to determine and redetermine the method, hours, location, and manner of performing necessary work; the right to hire, promote, demote, lay off, and recall employees; the right to discipline, suspend, or discharge employees for just cause; the right to assign or transfer persons in its employ to tasks as needed; the right to introduce new, improved, or otherwise changed methods or machinery, including establishment and maintenance of employee involvement groups; the right to relocate facilities and contract out work for business reasons, including labor costs and

other legitimate reasons; the right to adopt and modify from time to time and to enforce through discipline reasonable site policies, rules and regulations and enforce applicable federal, state, and local statutes, rules and regulations and enforce all clauses of the commercial contract with the customer to maintain order, safety and/or efficiency of operations including, for example, those in the Company's employee handbook and also rules regarding employee drug and/or alcohol testing, security and property searches, employee attendance, and production standards; the right to determine work schedules and shifts, including group or individual shift starting and ending times, to decide the number of employees needed at any particular time, the functions to be performed, including job content, job descriptions, and job standards, and to be the sole judge of the quality and quantity of work required.

b. Prior to implementing any new or changed policy relating to attendance or substance abuse, the Company will provide the Union with at least fifteen (15) days' advance notice of any new or changed policy, to provide the Union with an opportunity, within this time frame, to discuss it and otherwise supply input on it prior to its effective date. In addition, without affecting the Company's option to implement or delay the announced effective date of the new or changed policy, the Union will have the right to grieve the reasonableness of the new or changed policy, provided it

does so, consistent with Article 14, within fifteen (15) days of its initially announced effective date.

2. **Technological Changes.** No portion of this Agreement shall preclude the introduction, termination, or substitution of any technological change to existing products, services, techniques or machinery, or locations of operations.

3. **Working Supervision.** The Union recognizes that use of working supervision and other non-bargaining unit personnel sometimes is a key ingredient to efficiency and productivity of the Company's business. Actual supervisors may perform bargaining unit work on a limited basis, typically in the area of training, new procedures and emergency situations, but will not be used to replace or cause the layoff of an employee.

4. **Contracting Out.** The Company reserves the right to contract out work for sound business reasons, so long as it does not cause the layoff or reduction in hours of an employee.

5. **Customer Prerogatives.** Because the system is owned by the Port Authority of New York & New Jersey, the employer shall not be subject to the grievance - arbitration procedure if designated representatives of the PA of NY/NJ operate, maneuver, or direct work on the system. This provision does not prohibit employees from grieving discharge from the Company.

ARTICLE 4 - COOPERATION AND NONDISCRIMINATION

1. **Rules of Conduct.** The Union will further and promote the best interests of the Company and encourage employees who are members of the Union to obey all the Company's rules and regulations.

2. **No Union Discrimination.** There will be no discrimination against any employee because of his or her activities for or on behalf of the Union or otherwise protected under the National Labor Relations Act, as amended. Such activities are to be conducted on an employee's own time, unless designated representatives are authorized by the Company.

3. **No Other Discrimination.** There will be no discrimination against any employee by reason of race, color, creed, national origin, sex, disability or other criterion as those terms are defined by applicable law, including illegal harassment on those bases. In particular, the Union recognizes that the Company must make reasonable accommodations for qualified individuals with disabilities, unless this causes undue hardship to the Company, under both the Americans with Disabilities Act of 1990, as amended, and applicable state or local law. In making reasonable accommodations, the Union recognizes that these laws may require

the Company to take actions or make decisions, which are inconsistent with the provisions of this Agreement.

ARTICLE 5 - WORKWEEK, WORKDAY, OVERTIME, AND SCHEDULING

1. **Workweek and Workday.**

a. The ordinary work week for employees shall not be more than forty (40) hours, and the ordinary workday for employees shall not be more than eight (8) hours. Due to customer demands or other business reasons, however, employees may be required to work as necessary. The Company reserves the right to modify the workweek for business reasons. This is primarily due to the fact that the operation runs twenty-four (24) hours per day and seven (7) days per week.

b. Within every four (4) hours worked, an employee will be permitted a ten (10) minute paid break, as scheduled by the Company.

c. An employee will be permitted an unpaid thirty (30) minute meal period on each full day of work, as scheduled by the Company. Employees will be provided a meal period during their first six (6) hours of employment. Should an equipment failure or service interruption occur during a meal or other break, employees will respond immediately but will be paid for their time worked.

d. Current Shift times will be as follows:

1st Shift - 6AM to 2:30 PM
2nd Shift - 2PM to 10:30 PM
3rd Shift - 10PM to 6:30 AM

2. **Overtime.**

a. Overtime at the rate of time and one-half (1½) the employee's current straight-time hourly rate shall be paid for all hours actually worked in excess of eight (8) hours per day provided the employee has worked his regular weekly schedule. Hours worked for purposes of this section will include any absences which are approved and paid pursuant to this Agreement.

b. Inequitable rotation or other Company-decided distribution of overtime will be cured only by offering the next available overtime opportunity to the affected employee(s), provided he, she, or they have the capability to perform the work within the classification. If an employee passes up an overtime opportunity, he or she will go to the bottom of the list and will receive future consideration in the normal cycle.

c. Should an employee agree to work overtime, and fails to report for the overtime assignment as expected, he will be charged with an unexcused absence. Should an employee report for scheduled overtime and such overtime work is cancelled, the employee will be paid two (2) hours as time worked.

d. Should an employee be required to work two (2) hours overtime or more, immediately following and continuous with his regular workday hours, he will be afforded a thirty (30) minute unpaid meal break to be taken immediately following his regular work shift and prior to starting overtime. Should an emergency arise (where normal operations are affected causing a disruption in service) preventing the employee from taking this meal break, he will be given the opportunity to take the meal break at another time during the overtime assignment.

3. **Nonduplication.** There shall be no duplication, compounding, or pyramiding of overtime or premium pay such as floating day pay. In no event will the same hours be counted more than once for pay purposes.

4. **Scheduling.**

a. Consistent with business needs, the Company will have the right to adopt and modify from time to time shift starting and ending times, starting and quitting times for individual employees, and meal and break periods. Employees will be provided a meal period during their first six (6) hours of employment. Employees are required to respond to system incidents during meal and break periods. Where practicable, the Company will provide at least fourteen (14) days' notice to the employee(s) affected.

b. Except in Emergencies, in the event the Employee has not received five (5) days' notice of a shift change the Employee will be paid one and one-half (1½) of his rate of pay for all hours the Employee is required to work with less than five (5) working days' notice.

c. **Assigned Work.** Nothing here shall be construed as a limitation on the Company's right to require overtime work or to schedule, transfer or otherwise assign employees as needed. The Company will attempt to fill overtime work needs initially by seniority provided that the employee has the requisite skills and ability to do the premium work. Where there are insufficient volunteers, however, the Company will fill its work needs by scheduling the least senior qualified employees within the job classification(s) necessary.

d. **Reporting Pay.**

i. Each employee who reports for work in accordance with the posted work schedule shall be guaranteed his normal pay for the scheduled hours of work at his applicable rate if the employee actually reports for work and is asked to remain available for work throughout the entire work schedule. In the event the Company's operation on any day is forced to close early or not to open at all on account of civil disturbance, riot, or

other such occurrences outside of the Company's control, employees will not receive their full day's pay.

ii. In the event of a travel ban, by the Governor, County Executive, or a governmental body with authority to impose such ban, Employees who cannot report to work will not penalized or marked absent. Employees who cannot report to work, under said ban, will be given an option to use a Vacation Day, Floater Day, or not being paid for said day.

e. **Time Paid Not Worked (TPNW)**. Employees who report to work in accordance with their bid, and posted work schedule, and are relieved of service because they exceed twelve (12) hours will be paid TPNW for the remainder of their shift at the straight time hourly rate.

f. **On-Call**. At the Employer's option, Employees may volunteer to be placed on an On-call List for a predetermined amount of time, established in advance by the Employer, not to exceed 48 hours and subject to recall. The Employee will receive four (4) hours pay at their regular straight time rate, without any shift differential or other premium pay, while on the On-Call List, for each 24 hour period. In the event the Employee is called in to work the Employee will have ninety (90) minutes to report to work, unless there are extenuating circumstances of which they notify the Manager/Supervisor, and is expected the Employee will be fit for

duty. Upon arriving at the Site the Employee will clock-in and be paid time and one-half (1½) times for each hour they are required to work.

If the Employer notifies the Employee within 24 hours of their scheduled On-call time that On-call is not required the Employee will not be paid the 4 hours of On-call pay. If the Employer does not notify the Employee within 24 hours that On-call is canceled then the Employer will be required to pay the Employee the 4 hours On-call time, regardless if the Employee is required to report to work or not.

If the Employee notifies the Employer within 24 hours of their scheduled On-call time that they are unable to participate, the Employee will be excused from the On-Call List without penalty.

If the Employee volunteers for the On-Call list and fails to respond to a recall, the Employee will not be paid On-call pay and will be charged with an unexcused absence.

The Employer will make its best effort to equalize On-Call assignments, however On-call selections will be based upon the needs and hours required by the Employer, who will take into account the hours of service for safety sensitive positions.

In no event will Employees "On-call" be used for work that is not an Emergency. For purposes of this section an Emergency is defined as an "Emergency" as defined in Article 2(10).

ARTICLE 6 - SAFETY AND HEALTH

1. **Accident Report.** Immediately, but in no event later than the end of the work shift on which such injury allegedly occurred, any employee, including an individual working less than full time, involved in any such accident shall report such accident and/or any physical injury sustained. When required by the Company, the employee, immediately following the accident but prior to starting his or her next shift, shall fill out and file an accident report in writing on forms furnished by the Company and turn in all available names and addresses of witnesses to the accident and/or injury.

2. **Defective Equipment.** Immediately, but in no event later than the end of his or her shift, any employee must report all defects in equipment or vehicles on a form furnished by the Company. Equipment identified by an employee as repaired or otherwise safe shall be considered safe unless the complaining employee can prove definitively otherwise.

3. **Smoking.** Consistent with rules adopted and maintained by the Company or the JFK Airport, and in recognition that cigarette

and other forms of smoking and other use of tobacco products are recognized to be a serious environmental, safety, and health problem, smoking or other use of tobacco is permissible only as specifically directed by the Company or Airport. In addition, smoking by employees is not to interfere in any way with the efficient performance of an employee's scheduled duties and work hours, and employees are expected to dispose properly of tobacco products and their wrappers if smoking or tobacco use of any kind is to continue.

4. **Facilities.** Given the industrial and public nature of operations, the facilities will be maintained in as neat and orderly fashion as possible.

5. **Safety Sensitive Positions.** The Company shall inform Employees what their responsibilities are for being on a Safety Sensitive job.

ARTICLE 7 - UNIFORMS/TOOLS

1. **Uniforms.** The Company, at its expense, will issue uniforms and replacements based on reasonable wear and tear, and any employee issued a uniform must wear the uniform as a condition of continued employment. The Company agrees to continue to pay for alterations of Company issued uniforms. However, employees will be

responsible for the drop-off and pick-up of the uniform, needing alteration, at a designated vendor.

The Company will pay each non-ATA employee a twenty dollar (\$20.00) monthly stipend to clean the Company issued uniform. The Company will pay each ATA employee a fifty dollar (\$50.00) monthly stipend to clean and maintain the Company issued uniform. There will be no stipend paid to the employee when the Company cleans and maintains the uniforms.

The Company will reimburse up to one hundred and fifty dollars (\$150.00) towards the purchase of safety shoes upon presentation of a proper receipt of purchase.

2. **Tools**. The Company will require all employees in the bargaining unit to possess, maintain and keep secure, in their Company supplied lockers, all Company provided tooling. Employees will have no expectation of privacy in these lockers or any other Company supplied storage area. An employee is responsible for caring for Company supplied tools and equipment unless he or she clearly establishes their theft or damage from a locked locker that is not the fault of the employee. In that event only, the Company will provide replacement tools at no cost to the employee.

ARTICLE 8 - REPORTING FOR WORK

1. **Advance Call Off.** When unable to report for work, every employee must notify the Company supervisor/manager on duty at least two (2) hours before his or her scheduled reporting time, if possible.

2. **Advance Notice Before Return.** On reporting for work after any absence, the employee must notify the Company on the day before he or she intends to report. In case the employee fails to notify the Company before reporting, the Company will have the option to send the employee home for that day, without pay.

3. **Notice To Supervisor.** Notices under this Article shall be given to the employee's immediate supervisor or as otherwise assigned by the Company.

4. **Discipline For Absenteeism.** Absenteeism, including overstaying breaks, taking excessive breaks, tardiness, leaving work early and failing to follow established report-off or report-on procedures, including those under this Article, will be a basis for discipline, up to and including discharge.

5. Employees reporting late for duty due to an interruption of service, on the JFK AirTrain, shall not be subject to disciplinary action provided the train used is scheduled to arrive at the work location at least 12 minutes in advance of the

employee's start time and the train number is recorded for verification purposes.

ARTICLE 9 - FLOATING DAYS

1. **Floating Days**. Each non-probationary, full time employee will be eligible for twelve (12) floating days a year because of the Company's round-the-clock operations.

Upon termination of employment, employees will be paid for all unused Floating Days to which they would be entitled to, pursuant to the following calculation:

The entitlement of Floating Days during the year in which an employee is terminated shall be calculated by the number of Floating Days the terminated employee would have accrued in that calendar year, up to the point of their termination. Current employees and new hires accrue one (1) Floating Day for each month worked.

2. **Scheduling**. Eight (8) out of the twelve (12) Floating Days must be scheduled in advance. An Employee must notify the Employer no later than December 1st of the preceding calendar year of his picks for a minimum of four (4) Floating Days for the following first six (6) months of the calendar year. The Floating Day schedule for the period of January 1 through June 30 will be

posted by no later than December 31st. An employee must notify the Employer by no later than June 1st of the current calendar year of his picks for the remaining four (4) Floating Days for the second half of the calendar year. The final Floating Day schedule for the period of July 1 through December 31 will be posted by no later than June 30th. Such requests shall be granted, provided it does not interfere with operations. An Employee who does not schedule his Floating Days in advance, may request to schedule a Floating Day with a minimum of twenty-one (21) days' notice to his Supervisor/Manager.

Any Scheduled Floating Days that are not scheduled and used by June 30th will be paid to the Employee, at his straight hourly rate, by no later than July 30th. Any Scheduled Floating Days that are not scheduled and used by December 31st will be paid to the Employee, at his straight time hourly rate, no later than January 30th of the following year. The Company shall have the final decision on the day to be taken. Any conflicts regarding scheduling of Floating Days will be determined by seniority specific to job classification. Senior employees cannot bump a junior employee once Floating Days are scheduled and approved. The Company will schedule Floating Days for new hires, during the first year of employment.

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3. **Rescheduling** - Any employee may request to reschedule a scheduled and approved Floating Day. Such requests must be submitted to his Supervisor at least ten (10) days in advance and shall be granted provided that the requested day(s) are available and do not interfere with normal daily operations. Employees will be required to submit the appropriate Change Form which will be signed by Employee and Manager with the date such request was made. Requests will be approved within ten (10) days otherwise the request will be assumed approved. A copy will be provided to the Employee and Manager.

4. **Short Call Floating Days** - The Company agrees that employees may schedule four (4) of their twelve (12) Floating Days by notifying the Company Supervisor/Manager on duty at least two (2) hours before his/her scheduled reporting time.

No employee will be permitted to use a Short Call Floating Day, during the following periods:

- November 23, 2015 to November 29, 2015
- December 22, 2015 to January 1, 2016
- November 21, 2016 to November 27, 2016
- December 22, 2016 to January 1, 2017
- November 20, 2017 to November 26, 2017
- December 22, 2017 to January 1, 2018

Employees failing to report to work during these designated periods, with unsubstantiated documentation, will be subject to disciplinary action and the absence will be considered unapproved.

5. **Payment of Unused Short Call Floating Days** - Should an employee not use his Short Call Floating Days, in a calendar year, he will be paid for them at a rate of 1.5 times his regular straight time hourly rate. Such payment will be made on the first pay period of the next calendar year.

6. **Eligibility**. To be eligible for floating day pay, an employee must:

a. Be on the Company payroll.

b. Be actively employed during the week in which the floating day is taken except for Company-approved jury duty, death in the family leave, or vacation; and

c. Not be absent either on his or her last scheduled work day prior to a floating day or his or her first scheduled work day following the floating day except for an acceptable excuse provable to the Company's satisfaction, Company-approved jury duty, death in the family leave, or vacation. Except for a reasonable suspicion relating to a doctor's note, a medical doctor's medical slip will be an acceptable excuse.

7. **Calculation.** Floating Day pay for eligible employees will be at their straight time hourly rate multiplied by the number of straight time hours they would have otherwise been scheduled to work on the day taken. Under no circumstances will premium or overtime payment be made for Floating Days, unless the Company asks an Employee to work their scheduled Floating Day and the Employee agrees to work their scheduled Floating Day, the Employee will receive double-time for the Floating Day worked, but the Employee will not be entitled to an additional Floating Day.

8. **Non-Accumulation.** Floating Day leave must be taken only during the calendar year in which it is granted and shall not carry over from one calendar year to the next except as otherwise agreed in writing by the Company and the Union.

9. **Leave of Absence** - Employees on Workers Compensation, disability, and/or Leave of Absence (paid or unpaid) will not accrue Floating Days after being absent for thirty (30) calendar days or more. The employee will not begin to accrue Floating Days again until he/she returns to active employment.

ARTICLE 10 - SICK LEAVE

1. All employees who are on the payroll will be entitled to five (5) days sick leave with pay during the

contract year. All new employees hired after March 1, 2015 will accumulate sick leave as follows:

After 6 months	1 day
After 12 months	1 day
After 18 months	1 day
After 24 months	2 days

Any employee wishing to use sick leave must notify the Company supervisor/manager on duty at least two (2) hours before his or her scheduled reporting time.

2. **Cash Out Provision** - Should an employee not use his Sick Days, in a calendar year, he will be paid for them at a rate of 1.5 times his regular straight time hourly rate. Such payment will be made on the first pay period of the next calendar year.

3. No employee will be permitted to use a Sick Day, during the following periods:

- November 23, 2015 to November 29, 2015
- December 22, 2015 to January 1, 2016
- November 21, 2016 to November 27, 2016
- December 22, 2016 to January 1, 2017
- November 20, 2017 to November 26, 2017
- December 22, 2017 to January 1, 2018

Employees failing to report to work during these designated periods, with unsubstantiated documentation, will be subject to disciplinary action and the absence will be considered unapproved.

ARTICLE 11 - VACATIONS

1. **Amount.** Eligible full time employees shall receive paid vacations during each calendar year ending during the term of this Agreement according to the following schedule, with part time employees to receive pro rated vacation:¹

<u>Year(s) of Continuous Service</u>	<u>Amount of Vacation</u>	<u>Monthly Days Accrued</u>
Hire to Five (5) years.	Pro Rated Eighty (80) Hours	1.0
After Five (5) Years	One Hundred Twenty (120) Hours	1.5
After Ten (10) Years	One Hundred Sixty (160) Hours	2.0
After Twenty (20) Years	Two Hundred (200) Hours	2.5
After Thirty (30) Years	Two Hundred Forty (240) Hours	3.0

2. **Eligibility For Full Vacation.** To be eligible for a full vacation in any vacation year, an employee must:

a. be actively employed; and,

b. have reached the specified continuous service goal during the vacation year except for a new employee.

¹ No vacation days are earned in June or October of a year.

An employee who performed no work for any reason in the twelve (12) months preceding January 1 of the vacation year shall receive no vacation.

3. **Anniversary Dates.** An employee is eligible for additional vacation in the calendar year in which he/she attains a service milestone, with additional monthly accrual to begin in the month following the milestone.

4. **Calculation.** Each day of vacation will be paid at the employee's straight time hourly rate in effect at the time the vacation is taken multiplied by the number of straight time hours the employee would otherwise have been scheduled to work on each such day.

5. **Scheduling.** To the extent practicable, vacations will be taken in a minimum of one (1) week at a time, and scheduled in accordance with the employee's desires except that the Company reserves the final right to schedule vacations to ensure efficient and orderly operations, including the right to schedule temporary shutdowns for vacation purposes. In any case, vacations must be taken in full days. Vacations may not be accumulated and carried over from year to year. To apply for a paid vacation, an employee must submit a written request by no later than December 1st of a calendar year for the requested vacation days in the following calendar year and receive written approval from the Company.

Vacations will be limited to 1 person per shift per job classification during Blackout Periods. Conflicts among employees in the same job classification and on the same shift will be resolved according to operational requirements and seniority. The final vacation schedule for the upcoming year will be posted by no later than December 31. In the event of an emergency, employees will be allowed to change their week of vacation if there is a week open and it does not cause any disruption to the business.

Employees will be permitted one (1) vacation changes per year, provided there are no Employees in the same classification/shift off, service will not be affected, and there is no additional cost to the Employer.

6. **Pay Instead Of Time Off.** Employees may cash-out up to five (5) days of earned and unused vacation time, no later than January 31st of the following year, at time and one-half (1½) of the Employee's rate of pay. In order to receive pay for unused vacation, the Employee must provide the Employer, with at least thirty (30) days' notice to the Supervisor/Manager of cancelation of the scheduled vacation.

7. **Vacation accrual.**

a. Employees begin to earn paid vacation time on an accrual basis from the point of initial employment. New employees

hired on or before the 15th of the month begin accruing normal vacation credit during the month of employment. New employees hired on or after the 16th of the month begin accruing normal vacation entitlement in the month following the month of employment. This method will also be used for any Employees recalled from layoff.

b. There is no accrual of vacation during leaves of absence and other periods of inactive employment, unless required by applicable law. This will include, for instance, time spent on disability and worker's compensation leave. The only exception to this will be that authorized annual military reserve or National Guard leave will be counted as time worked for vacation accrual purposes.

c. An employee must be actively at work for the majority of the month to be eligible for vacation accrual in that month. An employee begins accruing at the next level of benefit on January 1st of the year in which they complete their 5th, 15th, 20th or 30th year in accordance with the vacation schedule.

d. If an employee separates on or before the 15th of the month, vacation will not be considered earned for that month.

e. Vacation time off is paid at the employee's base pay rate at the time vacation is taken. It does not include overtime

or special forms of compensation such as incentives, shift differential, commissions or bonuses.

f. The Company may advance vacation to an employee during the calendar year, provided he/she first signs an authorization permitting the Company to deduct from his/her final pay and/or otherwise obligating him/her to pay back to the Company any used but unearned vacation if employment ends during the year.

g. Upon termination of employment, employees will be paid for unused but accrued vacation.

ARTICLE 12 - SENIORITY

1. **Definition.** "Seniority" in this Agreement means an employee's length of continuous service in the Company's employ, as measured from the employee's most recent date of hire by the Company, which will mean the first day worked. To the extent that an employee has the same last date of hire as another employee, their seniority rank will be determined by *lottery*. "Seniority" and "length of continuous service" are used interchangeably in this Agreement except as otherwise stated. The Company agrees to post a seniority schedule on January 1st of each year and provide same to the Union.

2. **Promotion - Demotion - Layoff - Recall.** In promotions or demotions, skills, ability and experience to perform the work and experience on the job in question, will determine who will be promoted or demoted, with Company seniority applied only when the skills, ability and experience of two (2) or more of the best qualified persons are relatively equal. The Company retains the right to determine ability and experience and to hire from the outside to the extent no internal bidder is qualified, provided this is not done in an arbitrary fashion. In the Company's discretion, it may take into consideration, without limitation, each bidder's work habits, punctuality, attention to job duties, attendance history, and job-related education. Layoffs and recalls will be accommodated by overall knowledge, skills and seniority within each job classification, provided the employees remaining after layoff or recalled from layoff have the immediate ability to perform the necessary work in question. Seniority will be adjusted for non-FMLA or other leaves without pay.

3. **Temporary Transfers.** The Company will have the right to make temporary transfers for a maximum of a three (3) month period and such assignments will not be affected by seniority, but the transferred employee will receive the higher of either his or her regular pay rate or the pay rate of the transferred job.

4. Shift Selection Bidding.

a. When there is a regular shift vacancy, the Company will post as soon as practicable a notice of such vacancy, including its pay rate and shift, for a period of seven (7) days. Notices will be posted on the Company and the Union bulletin boards.

b. During that period employees may bid for the vacancy.

c. The vacancy will then be filled by application of Section 2 of this Article.

d. The Company will have discretion as to whether jobs previously filled but vacated need to be filled.

e. There will be no restrictions on an active employee's ability to bid on an available shift, for which he is qualified.

f. No bidding on individual tasks or individual pieces of equipment will be permitted.

g. No downward bids will be permitted.

h. When an employee voluntarily bids and is awarded a new shift the employee must select vacation & floating days that are available in the new shift.

i. At the Employer's discretion, if an Employee is absent for more than fourteen (14) days, for any reason, the Employer may schedule a Temporary Shift Bid for the shift or the department.

5. **Breaks In Seniority.** Seniority will be broken and employment will terminate when an employee:

a. Quits, retires or dies;

b. Is discharged for just cause;

c. Is laid off or absent due to illness, injury or any other reason more than six (6) consecutive months. Employees who are terminated after six months of absence and are medically cleared to return to work, within months 6 to 12, will be placed on a Preferential Rehiring List and will be required to accept the first available position, for which he is qualified, without loss of seniority. The Employee must advise the Site Human Resources Business Partner (HRBP) as soon as they are medically cleared to return to work. Failure to notify the Site HRBP or failing to return to work within seven (7) days of being recalled will result in the loss of their preferential rehiring rights. Any dispute

regarding the Employee's fitness for duty shall be referred to an Independent Medical Examiner ("IME") for final adjudication;

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d. Fails to return to work at the end of a Company-approved leave of absence unless physically or mentally incapacitated proved to the Company's satisfaction;

e. Works during a Company-approved leave of absence without the express, written permission of the Company;

f. Fails to return to work following layoff within seven (7) days after being recalled to work by a certified letter mailed to the last address furnished the Company by the employee;

g. Is absent for three (3) or more working days without approval from the Company, or fails to notify the Company of absence within the same period; or

h. Accepts other employment for pay while on leave of absence unless expressly permitted in writing by the terms of the leave of absence.

6. Returning with Break in Service

a. A non-unit member may return to the unit after leaving, provided there is a vacancy in the bargaining unit for which the employee qualifies, or who enters the unit without having been a unit member will retain his or her continuous service for

benefit purposes only and will have seniority for other purposes, including bidding and layoff, from the date of reentry or entry only.

b. This will apply to an individual involuntarily laid off who loses his or her seniority and employment but is rehired by the Company.

7. **Probation.** Newly hired employees will serve a probationary period of employment for six (6) months. Said employees will become Union members after thirty (30) days. During that six (6) month period, the Company may discharge such an employee without need to establish just cause and without access to the contractual grievance-arbitration procedure except to contest an unfair pay grievance. A newly hired employee who successfully completes probation will have seniority retroactive to his or her first day worked. Probationary periods may be extended at Company discretion, with approval of the union.

8. **June 4, 2003 Side Letter** - Company Hire Date begins with date of hire and ends with termination of employment, including retirement. Company Hire Date and Job Classification Seniority Date are the same when an employee has only worked in one job classification during their entire period of employment.

The Job Classification Seniority Date of all bargaining unit employees hired, or transferred to a new position, on or after June 1, 2015 shall be the Employee's first date of employment with Bombardier. There shall be no change to the Job Classification Seniority date assigned to those Employees hired or transferred into their current position prior to June 1, 2015.

Company Hire Date determines:

- Eligibility for certain benefits
- Eligibility for pension
- Amount of an employee's pension benefit
- Vacation eligibility

Job Classification Seniority Date determines the order an employee is eligible to select:

- Shift Work Schedule
- Vacation scheduling
- Holidays
- Overtime
- All other matters that are governed by seniority

9. Return to Previous Position Employees may bid for a new position that becomes available. Should he accept the transfer/promotion, he shall retain the ability to return to his former position within sixty (60) days of the transfer to the new position, and shall retain seniority in the previous position. Employees who do not return to the previous position will have

their new seniority retroactively applied to the first day of the transfer to the new position/title.

ARTICLE 13 - NO STRIKES-NO LOCKOUTS

1. No Strikes.

a. The Union, its officers, other officials, and members will not initiate, authorize, sanction, or participate in any strikes, or any other concerted activities, including, without limitation, sympathy strikes, boycotts, secondary boycotts, refusals to work or otherwise handle merchandise, picketing (including informational), work stoppages, slowdowns, sitdowns, sickouts, overtime or holiday work refusals, or any other interference with or interruption of the Company's operations or its employees and will use every reasonable effort to prevent or end such activity if it commences, including working as scheduled and crossing a picket line at any place of business. Individuals, including those on inactive status and those on probation, who engage in such prohibited conduct will be subject to discharge. Imposed discipline, including discharge, will be considered to have been imposed for "just cause" under this Agreement in arbitration and otherwise.

b. Whether conduct constitutes a sympathy strike is a grievable and arbitrable dispute under this Agreement.

2. **No Lockouts.** The Company agrees that there will be no lockout during the term of this Agreement.

ARTICLE 14 - JURY DUTY/BEREAVEMENT LEAVE/MILITARY LEAVE

1. **Required Jury Duty.** An employee subpoenaed for jury duty will receive the straight time pay lost as a result of such service, less the jury fee received, up to a maximum of thirty (30) days. The employee will furnish a jury service certificate or other documentation acceptable to the Company to show the time served and the amount received for such service, together with pay or other fees received for such service. The employee must immediately notify the Company after receiving notice to appear for jury service, thus allowing the Company the opportunity to possibly request a rescheduling of jury duty due to compelling business reasons. Failure to submit the notice in a timely manner could result in the forfeiture of paid wages.

2. **Bereavement Leave.** In the event of a death of an employee's spouse or children, employees may be granted up to five (5) consecutive days off with pay to attend to funeral matters. In the event of the death of someone in the immediate family, including natural parents and siblings, adoptive parents and siblings, step parents and siblings, and spouse's parents, employees will be granted three (3) consecutive days off with pay.

Employees will be granted one day off with pay to attend the funeral of a brother or sister in law, grandparent, or grandchild.

3. **Military Leave.** Employees drafted for military service and returning for their jobs will receive full job reinstatement rights in accordance with the applicable Federal and State Laws. Employees participating in military reserve training exercises will receive time off with pay for up to a two week period. Employees are required to provide documented evidence of such exercises and receive acknowledgement from the Company.

ARTICLE 15 - GRIEVANCES AND ARBITRATION

1.

a. **Oral Step.** Any difference of opinion concerning the interpretation or application of any term of this Agreement must first be discussed with the employee's Supervisor -- with or without a Union steward's help, at the employee's option -- within seven (7) calendar days of the date when the employee or the Union was aware or should have been aware of the facts underlying the difference of opinion, and the Company will notify the Union of its decision within seven (7) calendar days of the initial discussion.

b. **Written Step 1.** If the matter remains unresolved, the employee and/or Union must file the grievance, in writing, with the employee's Human Resources Manager, within twenty (20) calendar

days of when employee or the Union was aware or should have been aware of the facts underlying the difference of opinion. The Human Resources Manager will give the Company's answer, in writing, within seven (7) calendar days following a meeting held to discuss the grievance.

c. **Written Step 2.** If the grievance still remains unresolved, the Union must appeal it, in writing, to the Site Manager within fifteen (15) calendar days of the mailing date of the Written Step 1 answer. The Site Manager will give the Company's answer, in writing, within seven (7) calendar days following the Written Step 2 meeting.

d. **Written Step 3.** If the grievance still remains unresolved, the dispute must be appealed, in writing, to arbitration within fifteen (15) calendar days of the mailing date of the Written Step 2 answer, and otherwise as specified in 3(a) of this Article.

2. **Dealing Directly With Supervisor.** Nothing here will prevent the employee from discussing any problem with his or her supervisor at any time, with or without the Union's involvement, prior to initiating a formal grievance.

3.

a. **Appeal To Arbitration.** Consistent with applicable law, in connection with every type of grievance, including those which allege employment discrimination in any form or any other violation of law, the right to arbitrate such a grievance will be in place of any right the aggrieved employee or the Union might otherwise have to pursue such grievance, or the facts underlying such grievance, administratively or in court, including a right to trial by jury. But only the Union will have the right to determine whether to appeal any grievance to arbitration. But if the grievance concerns a legal right, and the Union decides not to appeal it to arbitration, the aggrieved employee will retain the option to pursue it administratively and, if he or she prefers, in court.

b. **Arbitrator Selection.** Upon referral to arbitration, one of the following permanent arbitrators, to be used on a rotating basis, will hear and decide the case: J.J. Pierson or Michael Capone.

c. **Arbitrator's Authority.** Unless otherwise agreed by the Company and Union, the arbitrator may consider and decide no more than one grievance and only the particular grievance presented to him or her in writing, and his or her decision will be based solely upon interpretation of provisions of this Agreement. The

arbitrator will have no authority to alter, delete or add to any of the provisions of the Agreement or to substitute his or her judgment for that of management in discipline or other matters. His or her decision will be final and binding upon the Company, the employees, and the Union. In a legal right proceeding, the arbitrator will have the same authority as a court or jury to award relief.

d. **Costs.** Costs of the arbitration, including the fee and expenses of the arbitrator (and the original copy of a transcript, but only if the parties mutually agree to have one), will be shared by the parties. Each party will pay any fees of its own representatives and witnesses for time lost.

e. **Time Limits.** Failure by the Union to proceed within the time specified at any step will result in abandonment of the grievance, or, if the grievance is not filed within the time limits, in dismissal of the grievance, except to the extent that the parties mutually agree in writing to extend such deadlines. Failure by the Company to proceed within the time specified at any step will result in automatically moving the grievance to the next step.

f. **Company Right to Grieve.** Nothing in this Article will prevent the Company, in its discretion, from grieving, so long

as the Company adheres to the filing and appeal time limits, and the Union adheres to the meeting and answer limitations.

4. **Progressive Discipline for Lesser Offenses.**

a. For conduct - whether in violation of specific Company rules or contrary to common sense standards of behavior -- considered by the Company as meriting progressive discipline short of immediate discharge, the following discipline progression will apply:

First Offense - First Written Warning

Second Offense - Second Written Warning

Third Offense - Up To Three Day Suspension without Pay

Fourth Offense - Discharge

b. Progressive discipline according to the above guideline typically will apply. But the severity or consequences of particular misconduct may merit more severe discipline, with the Union right to grieve the reasonableness of discipline -- for misconduct not listed in Article 16, Section B -- at variance with the progressive discipline guideline.

c. The Company will provide the Union with copies of all written warnings, suspensions, and terminations.

d. Written warnings will be removed from the employee's personnel file up to one year of active employment if the employee has not received any subsequent warnings.

e. No discipline shall be made that involves any offense after fourteen (14) working days, from the day the Employer became aware of or should have been aware of the offense. The Union and Employer may extend the 14 day period upon mutual consent.

ARTICLE 16 - DISCHARGE AND DISCIPLINE

1. **Just Cause.** The Company retains the right to discharge or discipline any employee for just cause. If the reason for discharge or discipline might result in libel or slander proceedings by the employee against the Company, the Company shall have the right to demand and obtain from the employee a written release from any such liability and claim. The Company will furnish the Union and the employee with a letter containing the reason or reasons for the discharge or discipline.

2. **Automatic Grounds for Dismissal.** Discharge or discipline imposed for theft or other dishonesty; striking or threatening a

customer, supervisor, or other person with bodily harm; insubordination, including failure to cooperate in a reasonable investigation; the use or distribution of drugs or alcohol on the Company's property without the Company's knowledge and permission; reporting to work or working with drugs or alcohol in your system; fighting; possession of firearms on Company property; misappropriation or misuse of the Company's or a customer's confidential information; dishonesty or other unethical behavior; reckless or willful destruction of the Company's property; or other incidents involving threatened or actual violence or moral turpitude will be regarded as grounds for dismissal. The Company may add to or amend this list of offenses by rules of conduct. To sustain discharge or other discipline, however, the Company must prove, by a preponderance of the evidence, the employee engaged in the misconduct.

3. **Notice.** No discipline shall be made that involves any offense of which the department head has had knowledge ten (10) calendar days or more, except where a civil action or criminal proceeding results from the offense. The notice period may be extended to twenty (20) days in the event of an investigation of an accident, incident, or near miss which has not concluded, with concurrence of the Union, which will not be unreasonably withheld.

ARTICLE 17 - RATES OF PAY

1. Rates of Pay.

Effective March 1, 2015 increase all straight time hourly rates of pay in effect of 2.5%

Effective March 1, 2016 increase all straight time hourly rates of pay in effect of 2.5%

Effective March 1, 2017 increase all straight time hourly rates of pay in effect of 2.5%

Store keeper, Air Train Agent I, Air Train Agent II, Track Technician, Plant Technician II, Plant Technician, Rapid Response Operator, Operations Center Operator I, Operations Center Operator II (Certified), Vehicle Technician (including Overhaul Technicians), Power Technician, and Electronic Technician will be compensated as set forth in Schedule A.

2. Shift Differentials. Effective June 1, 2015 the Shift differentials of five percent (5%) for the second shift and six and one-half (6½%) for the third shift will be paid for straight time work regularly scheduled (including overtime), provided that a minimum of four (4) hours of the employee's work during the day in question occurred on such shift. The shift differential is in

addition to the straight time hourly rates of pay set forth in this Agreement.

3. **Lead Techs.** The Company at its sole discretion may request a bargaining unit employee to perform the function of Lead Tech on a shift. In the event an employee acts as Lead Tech on a shift, the employee will receive five percent (5%) increase in their base rate for the time they are performing the function of Lead Tech. It is expressly understood that the Lead Tech position is discretionary by the Company and an employee has no right to the Lead Tech position. Nothing in this paragraph requires the Company to have the position of Lead Tech on any shift. A Job Description for Lead Techs is attached hereto as Schedule "B."

4. **Payday.** All employees who are not on direct deposit will have their paychecks mailed to their home address on record. Should there be an error in an Employee's paycheck, a payment will be made to the Employee, within five (5) working days. For purpose of clarification, should the Employee's paycheck not contain his regular straight time hours worked, the corrected amount will be paid within five (5) working days. Otherwise, corrections will be made on the next pay period.

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5. **Bi-weekly Pay** Effective no later than August 1, 2015 Employees shall be paid on an hourly bi-weekly basis.

ARTICLE 18 - BENEFIT PLANS

Welfare Plan, Retirement Account & Investment Account.

1. Bargaining Unit Employees will continue to be eligible to participate in the Company provided Health & Welfare Plans, which includes a Short-Term and Long-Term Disability Plan. The costs and benefits under this Welfare Plan will be credited against the requirements of any law requiring the same, in whole or in part, during the term of this Agreement. To the extent the Welfare Plan changes during the term of this Agreement, eligible employees will participate in the cost of the health and welfare plan such that their contribution shall be equal to other employee contributions at other locations of the Company for the same health and welfare plan. The Company will determine the insurance carriers, if any, for the benefits provided to the employees. To the extent that an inconsistency arises between language in this Article and the underlying insurance contract, if any, the terms of the applicable insurance contract will prevail. All Employee portions of the health care premiums will be capped at an increase of ten percent (10%) per year for the term of the contract.

2. Employees hired prior to September 1, 2013, will maintain participation in the Bombardier Corporate ate, Defined Benefit Pension Plan. To the extent the Pension Program changes during the term of

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this Agreement, eligible employees will receive the benefit of any such changes after notification to and discussion with the Union to provide the opportunity to best understand the effect of such changes. To the extent an inconsistency arises between language of this Article and the underlying terms of the provisions of the Pension Program, the terms of the Pension Program will prevail.

3. Employees will maintain participation in the Bombardier JFK life insurance plan at the current level.

4. Employees will maintain participation in Bombardier Transportation 401(k) Savings Plan in accordance with the terms and conditions of the existing Plan.

5. Employees may participate in the Bombardier Flexible Spending Account based on the same terms and conditions as other Bombardier O&M employees, including employee monthly contributions.

6. Employees may participate in the Bombardier Stock Purchase Plan based on the same terms and conditions as other Bombardier O&M employees.

7. Employees may participate in the Bombardier Educational Assistance Program based on the same terms and conditions as other Bombardier O&M employees.

8. **COBRA**. To the extent required by law, an employee will

have the opportunity to continue group insurance coverage upon termination of employment, by enrolling in the COBRA plans offered according to terms established by the Company consistent with the Consolidated Omnibus Budget Reconciliation Act (COBRA), as amended.

9. **Possible New Laws.** During the term of this Agreement, federal and/or state laws may be passed to require the Company to provide certain medical or other related benefits for its employees, benefits which may be duplicative of similar benefits to be provided by this Agreement. In this event, and to the extent these laws do not permit the Company to credit cost and benefits under this Agreement against those required by law, the Company may reduce the benefits to be provided by this Agreement without violating this Agreement to avoid any actual, practical, or otherwise unreasonable duplication of cost or benefits.

ARTICLE 19 - UNPAID LEAVES OF ABSENCES

1. **Unpaid Leaves of Absence.** The Company, in its discretion and upon request, may grant a leave of absence. Such leave will be without pay, without prejudice to the requesting employee's seniority for bidding purposes only or other rights under this Agreement, and without continued benefits for the duration of the leave, except for continuation of Company-paid group health insurance plan benefits, to the extent the site is subject to the

Family and Medical Leave Act or other applicable law during a leave associated with the birth or adoption of a child, obtaining a foster child, the serious health condition of an employee's spouse, parent, or child, or a serious health condition that prevents the employee from performing his or her essential job functions. Furthermore, such leave lasting longer than thirty (30) days will not constitute "days worked" for the purposes of benefit calculations (i.e., vacation, sick and floating days). Accordingly, no benefits will accrue when an employee is on an unpaid leave of absence lasting longer than thirty (30) days. The Company will retain all legal rights and options under applicable law. Application for a leave of absence must be made in writing to the Company representative on a form designated by the Company for such purpose, and any such leave must be approved in writing by the Company. Generally, any approved leave of absence will be for a period determined by the Company, in conjunction with competent medical opinion as necessary, but such leave may be extended for reasonable cause by the Company. Consistent with the employee's seniority, ability, and experience if work is available, an employee granted a leave of absence will be subject to reemployment by the Company at his or her former or an equivalent position at the end of such leave or, depending on circumstances, shall be subject to reemployment as soon as work becomes available. Any employee who, while on leave of absence, obtains employment with

another employer without having first obtained prior written permission from the Company will be subject to discharge, which shall be regarded as having been imposed for "just cause" in arbitration or otherwise. Any employee's failure to report for employment to the Company at the end of his or her leave will be considered a voluntary resignation by the employee except as otherwise required by applicable law.

ARTICLE 20 - TRAINING

1. From time to time, the Company will provide training classes for employees to attend. Employees scheduled to attend these classes must attend, employees who are not on their regular shift will be notified of training fourteen (14) days in advance. Employees attending classes while not on their regular shift will be paid for such time at their regular hourly rates, including any shift differential if applicable. Any employee failing to attend a training class for which he/she was scheduled must use a floating day or will be charged as an unexcused absence. Employees who arrive for scheduled training on his/her scheduled day off that has been cancelled by the Company, not due to an Emergency, will be paid eight (8) hours straight time pay and will not be charged with a Floating Day or Vacation Day, or be required to remain at work.

2. Each new hire will be required to complete training and obtain required certification(s) in his job classification, for example: ATA II must be able to drive a train and Operations Center Operator II must be certified in SCADA and ATC operations. Should the employee fail to complete the necessary certification(s) he may be terminated, if no other position exists for which he is qualified.

Some job classifications have specific requirements to maintain certification for a defined period of time, thereby requiring re-certification upon expiration. Each employee certified to do a job requiring such re-certification will have no more than three (3) opportunities to complete the re-certification process and testing. Should he fail to successfully re-certify to do the job, after three (3) attempts his employment will be terminated, if no other position exists for which he is qualified.

ARTICLE 21 - JOINT LABOR-MANAGEMENT COMMITTEE

During the term of this Agreement, the Company and the Union will form a joint Labor-Management Committee to continue to monitor and improve quality and quantity and to explore ways that can add to employee involvement, including valuable input that employees will have to improve Company operations. The Employer shall maintain a Safety Committee, as part of its Safety Program. The

Union may elect up to three (3) Bargaining Unit Employees to participate in the Committee.

ARTICLE 22 - UNION VISITATION/COMMUNICATION

1. **Union Access** - The Company will assist the Union in the administration of this Agreement by permitting access to the JFK facility for the purpose of adjustment of disputes and to investigate working conditions, provided that there is no interruption in work activities and performance to the customer. Prior to seeking entry to the site, the Union shall notify the site manager who will make the arrangements within a reasonable period of time. Discussion with covered employees will occur only on non-working time and in non-working areas.

2. **Bulletin Boards** - The Company will permit the Union to use a bulletin board on the Company's premises, at a mutually agreed upon locations. The purpose of the bulletin board will be to inform employees, in non-inflammatory terms, of Union business that affects the bargaining unit. Before posting any item of information, however, the Union will provide a copy to the Company, and the Company will have final approval as to whether the item is posted, to ensure that the subject matter will not directly or

indirectly interfere with the Company's operations, including the Company's Board and its functions in any manner whatsoever. But the Company's approval to post material will not be withheld unreasonably.

ARTICLE 23 - UNION CONSULTATION

In the event any full-time employee is permanently laid off without the likelihood of continuing employment at the site, due to replacement of the Company at the site, the Company agrees to meet with the Union to discuss the effects of such action.

ARTICLE 24 - SEPARABILITY

If any term of this Agreement becomes invalid or unenforceable by reason of any existing or future federal or state law, directive, order, rule, regulation, or decision by a court of last resort, such invalidity or unenforceability will not affect or impair any other terms or provisions of this Agreement.

ARTICLE 25 - SOLE AND COMPLETE AGREEMENT

1. The parties specifically agree that this Agreement is the sole and complete agreement between them and that

any other previous agreement or agreements, oral or written, expressed or implied, are of no effect during the term of this Agreement.

2. No modification of this Agreement or other agreement between the parties will be effective without the express written, signed agreement of the Union and the Company.

ARTICLE 26 - UNION SHOP

1. Union Shop/Condition of Employment.

a. All employees covered by the terms of this Agreement shall be required to become and remain members of the Union or pay the appropriate agency fee as a condition of employment from and after the thirty-first (31st) day following the date of their employment or the Effective Date of this Agreement, whichever is later.

b. If an employee as described in this Article shall fail to obtain and maintain membership in the Union or pay the appropriate agency fee, as provided above, the Company shall within thirty (30) days after receipt of written notice from the Union (the employee having been similarly notified) separate such

employee that fails to tender payment of Initiation Fees and/or dues or agency fee within the thirty (30) day period. The Company and the Union will make every effort to explain these rights and to ensure full understanding of the consequences if an employee fails to tender payment of Initiation Fees and/or dues or agency fees.

2. **Check-Off Dues.**

The Company shall deduct an amount specified by the Union on the first pay period of the month regularly monthly Union membership dues or agency fees. The total accumulation of dues and agency fees collected will be remitted to the Union no later than the 15th of the following month.

3. **Authorization for Check Off Dues.**

"I hereby authorize and direct the Company to deduct from my pay, the Union membership initiation fee, dues and assessments or agency fees in the amounts fixed in accordance with the By-Laws of Local Union 589 and the Constitution of the International Brotherhood of Electrical Workers and pay same to said Local Union in accordance with the terms of the Bargaining Agreement between the employers and the Union. This authorization shall be irrevocable for a period of one (1) year from the date hereof or until the termination date of said Agreement, whichever occurs sooner, and I agree that this authorization shall be automatically

renewed and irrevocable for successive periods of one (1) year unless revoked by written notice to you and the Union ten (10) days prior to the expiration of each one year period, or of each applicable bargaining agreement between the Employer and the Union, whichever occurs sooner." (Fees, dues and assessments covered by this authorization are not deductible as charitable contributions for Federal Income Tax purposes.)

"Signature _____

Date _____ Department _____"

4. **Deduction of Dues.**

Deductions shall be made only in accordance with the provisions of said Authorization for Check-Off of Dues or agency fees, together with the provisions of this Section of the Agreement.

5. **Authorization for Deduction.**

A properly executed copy of such Authorization for Check-Off of Dues or agency fee form and a properly executed copy of Obligation of I.B.E.W. Membership form for each employee for whom Union membership dues or agency fees are to be deducted hereunder, shall be delivered to the Financial Secretary of the Union within five (5) working days after said forms have been executed by any

employee being hired or transferred into the bargaining unit. The Financial Secretary of the Union shall deliver to the Payroll Department of the Company the executed copies of Authorization for Check-Off of Dues or agency fee forms. Deductions shall be made thereunder only under Authorization for Check-Off of Dues or agency fee forms which have been properly executed and are in effect. Any Authorization for Check-Off of Dues or agency fees which is incomplete or in error will be returned to the Union by the Company.

ARTICLE 27 - NEW HIRES

1. **Additions to Bargaining Unit.** When there is a need to add to the bargaining unit, the Company will contact the Union to refer qualified applicants at its sole discretion. The Company will specify to the Union the qualifications needed, so that the Union may refer a qualified candidate. If the Union has a person who fits the needed profile, it will refer the candidate or candidates to the Company within 72 hours of the Company's request, not counting Saturdays and Sundays. The Company will have the right to decide whether to hire any candidate or request another candidate from the Union.

2. **Non Discrimination.** Any Union referral will comply with all existing federal, state, and local laws, including all affirmative action and other non-discrimination legal obligations.

3. **New Employees.** All employees hired after July 1, 2008, will be considered "New Employees" for the purposes of this Section. Upon hire, New Employees will be paid eighty percent (80%) of the applicable wage rate for their specific classifications. After one (1) year, New Employees' rate of pay will be increased to ninety percent (90%) of the applicable wage rate for their specific classifications. This increase will go into effect as of the New Employee's anniversary date. New Employees' rate of pay will be adjusted to the applicable wage rate or their specific classification in the second anniversary of their date of hire.

Employees who transfer from other Company Sites and demonstrate proficiency in their respective classification, as determined by the Site Leader, will be paid at the full rate of their job and will not be subject to the wage progression scale. New employees who demonstrate proficiency in their respective positions, subject to the discretion and determination of the employee's competency by the Site Leader, will be paid at the full rate of their position without being subject to the wage progression.

ARTICLE 28 - DURATION AND TERMINATION

1. This Agreement will be in full force and effect from March 1, 2015 through February 28, 2018 and year to year thereafter, as provided in Section 2 below. This Agreement may be terminated or otherwise modified at the expiration of its term by either party's giving the other party written notice by certified mail of its intention to terminate or modify the Agreement, so long as at least sixty (60) days' notice is given prior to its expiration.

2. In default of such notice, the Agreement will continue in full force and effect upon the same terms, and conditions from year to year thereafter from the originally scheduled expiration date.

ARTICLE 29 - SHOP STEWARD

1. The Employer recognizes the right of the Union to designate one of the employees employed by the Employer as a Shop Steward. The Union shall have the right to appoint one Shop Steward per shift. The Union reserves the right to remove the Shop Steward at any time. There shall be an alternate Shop Steward selected by the Union when the regular Shop Steward is unavailable.

2. The powers and authority of the Shop Steward shall be confined to the investigation and presentation of grievances in accordance with the provisions of this Agreement.

3. A Shop Steward has no authority to take strike action or any other action interrupting the Employer's business, except as authorized by official action of the Union. No employee, Shop Steward or group of employees shall have the right to modify or waive any provisions of this Agreement or settle any dispute with the Employer.

4. A Shop Steward shall be permitted to investigate, present and process grievances on or off the property of the Employer without loss of time or pay. Any Shop Steward and/or alternate required to appear in Court or at the National Labor Relations Board or the New York State Labor Relations Board, or any arbitration proceedings in any matter affecting this Agreement shall be paid only for the straight time hours he/she would have worked in any such day.

5. All conferences between the local Union Shop Steward and management shall be conducted during business hours, and shall be without loss of time to the Steward. Should a Steward be required by management to stay past the end of his shift, all time will be considered time worked.

6. The Shop Steward shall enjoy top seniority in regard to layoff and rehiring providing he/she has the ability to do the work.

7. Shop Stewards may not hold the position of Lead Technician.

IN WITNESS WHEREOF, each party has caused this document to be executed by the hand of its proper officer or officers and made it effective this 1st day of March, 2015.

BOMBARDIER TRANSPORTATION
(HOLDINGS) USA, INC.

LOCAL 589, I.B.E.W./AFL-CIO

(Signature)

(Signature)

(Print Name)

(Print Name)

(Title)

(Title)

(Date)

(Date)

(Signature)

(Signature)

(Print Name)

(Print Name)

(Title)

(Title)

(Date)

(Date)

SCHEDULE "A"

	03/01/2014	03/01/2015	03/01/2016	03/01/2017
		2.5% increase	2.5% increase	2.5% increase
Electronic Technician	\$30.26	\$31.02	\$31.79	\$32.59
Power Technician	\$30.26	\$31.02	\$31.79	\$32.59
Vehicle Technician (Including Overhaul Technicians)	\$30.26	\$31.62	\$31.79	\$32.59
Operations Center Operator – II (Certified)	\$28.62	\$29.33	\$30.06	\$30.82
Operations Center Operator – I	\$27.29	\$27.97	\$28.67	\$29.38
Rapid Response Operator	\$27.29	\$27.29	\$28.67	\$29.38
Plant Technician	\$25.95	\$26.59	\$27.26	\$27.94
Plant Technician - II	\$27.92	\$28.61	\$29.33	\$30.06
Track Technician	\$27.26	\$27.94	\$28.64	\$29.35
AirTrain Agent II	\$25.95	\$26.59	\$27.26	\$27.94
Air Train Agent I *	\$25.07	\$25.69	\$26.33	\$26.99
Storekeeper	\$23.96	\$24.55	\$25.17	\$25.79

* Only currently Grandfathered ATA I Employees shall remain in the ATA I classification. All new ATA's hired shall be hired into the ATA II classification, for purposes of seniority, but will receive the ATA I rate of pay until they are certified as ATA II.

New AirTrain Agents (ATA) – New ATA's who fail to receive training and the opportunity to take the first certification test to ATA II, within 16 months will receive the ATA II rate of pay. Should the new ATA be afforded the first opportunity to certify and fail the test, within 16 months, the rate of pay will remain the ATA I rate until he/she certifies as an ATA II, which will not exceed an additional 16 months. Upon being certified as an ATA II, the date of hire, at Bombardier will be recognized as the seniority date.

SCHEDULE “B”

Role of the Lead Technician Position

Service Delivery Centers are authorized to designate qualified non-exempt “technicians” as “Lead Technicians” at their location. It authorizes a measure of compensation in consideration of a technician’s willingness and ability to accept a shift leadership role to facilitate the pursuit of SDC service objectives.

In this context, “Lead Technician” refers to an employee responsible for leading a work group during the course of a shift in their given department (i.e. Lead Operator, Lead AirTrain Agent, etc.)

The Department Manager and Shift Supervisor will determine candidates for assignment based upon fulfillment of the requirements listed below:

1. Complete Lead-In-Training (LIT) program and receive an evaluation by the Department Manager and Shift Supervisor on the completion of each phase of training.
2. Demonstrate ability to lead and maintain an efficient and effective work team.
3. Assign shift work tasks. Ensure break/meal periods are scheduled.
4. Train on the proper use of MAXIMO and other applications for time reporting, preventive & corrective maintenance, equipment configuration, incident reporting, shift pass-down communications, etc.
5. Track and provide accountability for all tools and portable radios used during the shift.
6. Ensure all storeroom activity satisfies SDC rules and procedures.
7. Ensure all PM/CM and special work orders are completed and documented.
8. Attend and participate in the daily shift turnover meetings.
9. This position is *neither* empowered nor responsible for discipline or other employment decisions.
10. There will be a temporary pay adjustment (stipend) for acceptance of the extra responsibility.
11. The stipend will amount to an increase of 5% appended to base salary for the duration of the assignment (i.e. shifts worked in Lead Technician capacity). The stipend will apply to the employee’s entire shift.