

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**BOMBARDIER TRANSPORTATION (HOLDINGS) USA, INC.**

**And**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
AFL-CIO, LOCAL UNION 589**

**Covering**

**Supervisors Employed at  
Newark Liberty International Airport, Newark, NJ**

**August 1, 2017**

**through**

**July 31, 2018**

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## AGREEMENT

This Agreement is between Bombardier Transportation (Holdings) USA Inc. ("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 regular full time Supervisors performing work as: Operations, Maintenance, Material Control and Project Supervisors.

### 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 Supervisor performance consistent with reasonable safety, good health, and continuous effort, and cooperation among officials of the Company and Union and Supervisory work force in a workplace where all Supervisors, 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. **Supervisor** - The word "Supervisor" as used in this Agreement applies only to those full time regular Supervisors covered by this Agreement at the Newark Liberty International Airport, with roles and responsibilities outlined in Schedule "A." The union acknowledges the Supervisors are exempt from overtime as they meet all the qualifications under both Federal and State law. Unless otherwise specifically stated, however, only actively employed, full time regular Supervisors and part time regular Supervisors who have completed their probation successfully will be eligible for benefits under this Agreement. All other Supervisors, including seasonal or other temporary Supervisors, will not be part of the bargaining unit but can be employed by the Company and will be covered by and subject to this Agreement only as specifically stated.

2. **Full Time Supervisor** - The words "full time regular Supervisor" shall mean any Supervisor designated by the Company as a full time regular Supervisor who has completed the probationary period of employment.
3. **Part Time Supervisor** - The words "regular, part time Supervisor" shall mean any Supervisor who works twenty (20) hours or more per week and will be eligible for pro-rated benefits.
4. **Temporary Supervisor** - The words "temporary, seasonal, or casual Supervisor" shall mean any Supervisor employed ninety (90) calendar days or less. The period such Supervisor may remain as "temporary" may be extended, to a maximum of one hundred and eighty (180) days with express agreement from the Union. Temporary, seasonal, and casual Supervisors are not subject to the terms in this Agreement.
5. **Actively Employed** - The terms "actively employed" or "active employment" shall refer to a Supervisor 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 a Supervisor 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, Supervisors otherwise eligible for benefits under this Agreement are eligible for such benefits only during periods in which they are actively employed.
6. **Year** - The term "year" shall mean the calendar year unless otherwise specifically stated in a particular provision or unless changed by the Company.
7. **Month** - The term "month" shall mean the calendar month unless otherwise specifically stated in a particular provision or unless changed by the Company.
8. **Work Week** - The term "week or work week" shall mean the calendar week beginning on Sunday at 12:00 A.M. and ending on Saturday at 11:59 P.M. unless otherwise specifically stated in a particular provision.

9. **Day** - The term "day" shall mean the calendar day unless otherwise specifically stated in a particular provision.
10. **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.
11. **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.

### **ARTICLE 3 - MANAGEMENT RIGHTS**

1. 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 re-determine 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 re-determine 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 re-determine the method, hours, location, and manner of performing necessary work; the right to hire, promote, demote, lay off, and recall Supervisors; the right to discipline, suspend, or discharge Supervisors 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 Supervisor 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 drug and/or alcohol testing, security and property searches, 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 Supervisors 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.

- a. 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 timeframe, 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 13, within fifteen (15) days of its initially announced effective date.
  - b. In accordance with its longstanding practice the Company will continue to perform annual Performance Management Processes (PMP). The PMP is based on an overall performance rating of 1 to 5. At the Company's option Supervisors receiving a satisfactory overall rating of 3 and above may receive an increase in their rate of pay. The PMP review process and any possible increase is not subject to the arbitration procedure of the Agreement.
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 Managers** - The Union recognizes that use of working managers and other non-bargaining unit personnel sometimes is a key ingredient to efficiency and productivity of the Company's business. Actual managers 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 a Supervisor.

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 a Supervisor.
5. **Customer Prerogatives** - Because the systems are 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 Port Authority of NY/NJ operate, maneuver, or direct work on the system. This provision does not prohibit Supervisors from grieving discharge from the Company.

#### **ARTICLE 4 - COOPERATION AND NON-DISCRIMINATION**

1. **Rules of Conduct** - The Union will further and promote the best interests of the Company and encourage Supervisors 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 Supervisor 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 a Supervisor's own time, unless designated representatives are authorized by the Company.
3. **No Other Discrimination** - There will be no discrimination against any Supervisor by reason of race, religion, 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, under the Americans with Disabilities Act (ADA) as amended, the NJ Law Against Discrimination (NJLAD), and other applicable state or local laws, must make reasonable accommodations for qualified individuals with disabilities, unless this causes undue hardship to the Company. In addition, there will be no discrimination



against any Supervisor for past, current, or future military obligations. In particular, the Union recognizes the Company's obligations under the Uniformed Services Employment and Reemployment Rights Act (USERRA). As such Supervisors called to active duty will continue to accrue seniority and other covered benefits, as mandated by the Act. In order to comply with the provisions of these Acts, the Union recognizes that the Company may take actions or make decisions, either whole or in part, 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 Supervisors shall not be more than five (5) days in a workweek, with two (2) consecutive days off. Due to customer demands or other business reasons, however, Supervisors 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. A Supervisor will be permitted a meal period. Should an equipment failure or service interruption occur during a meal or other break, Supervisors will respond immediately but will be paid for their time worked.
  - c. If a Supervisor works on a sixth or seventh day in a workweek he will receive an additional eight (8) hours of pay at his straight time rate which is based upon his base salary divided 52 weeks.
2. **Scheduling** - 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 Supervisors, and meal and break periods. Supervisors are required to respond to system incidents during meal and break periods.
3. **Assigned Work** - Nothing here shall be construed as a limitation on the Company's right to schedule, transfer or otherwise assign Supervisors as needed.

## ARTICLE 6 - SAFETY AND HEALTH

1. **Commitment to Safety** - Bombardier Transportation seeks to promote the health and safety of our employees and to do everything possible to prevent occupational accidents and illnesses. It is therefore important that Supervisors understand how everyone contributes to a safe and healthy work environment. Supervisors must:

- Set an example to other employees by following the established safety policies of the Site.
- Ensure employees are aware of the hazards and dangers in the workplace and how to work safely.
- Follow and conform to all current statutory requirements and workplace health and safety policies and procedures applicable to the Newark Site.
- Ensure the appropriate type and level of training to enable employees to perform their work safely.
- Make available to every employee appropriate equipment to ensure Health and Safety.
- Maintain a vigilant and continuing interest in all Health and Safety matters relevant to both company and staff.
- Immediately report any safety violation and accidents by complying with established Accident Reporting procedures and ensure that all required forms/paperwork is completed with the proper details.
- Actively participate in the investigation of all safety accidents, violations and near misses that occur during the supervisors shift and assist in any other safety investigation, as required.
- Maintain confidentiality during the investigation of an accident/incident to ensure employee's reasonable expectation of privacy and so as not to compromise the investigation.
- Always wear or use the protective equipment that is required for the task or location.
- Report any hazard you find in the workplace to the appropriate person.

- Supervisors must ensure they understand the safety requirements of the job prior to starting work, as outlined in the System Safety Program Plan (SSPP). If they are not comfortable that the task can be completed safely or have not been properly trained, they should notify the System Safety Manager and the Line Manager.

A failure to comply with this Commitment to Safety will result in disciplinary action up to and including discharge.

2. **Defective Equipment** - Immediately, but in no event later than the end of his or her shift, any Supervisor who observes a defect in equipment or vehicles must report all such defects on a form furnished by the Employer to the Employee's Line Manager.
3. **Smoking** - Consistent with rules adopted and maintained by the Employer or the Newark Liberty International 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 Employer or Airport. In addition, smoking by Supervisors is not to interfere in any way with the efficient performance of a Supervisor's scheduled duties and work hours.
4. **Facilities** - Given the industrial and public nature of operations the Supervisors and the Company agree the facilities will be maintained in as neat and orderly fashion as possible.

#### **ARTICLE 7 - UNIFORMS/ TOOLS/ SIDA BADGE**

1. **Uniforms** - The Company, at its expense, will provide uniforms to supervisors that comply with Fire Retardant (FR) requirements. Uniforms will be laundered by an external vendor chosen by the Company.
2. **Safety Shoes** – The Company will reimburse up to one hundred & fifty dollars (\$150.00) annually toward the purchase of safety shoes/boots, upon presentation of a proper receipt of purchase.

3. **Tools** - The Company will require all Supervisors in the bargaining unit to use, maintain and keep secure, all Company provided tools. At the start of the shift, Supervisors must sign-out all Company provided tools required to perform his job, on that shift. At the end of the shift, Supervisors must return all tools and sign them in.

Should any tool not be returned to the Toolroom, or designated location, and signed-in at the end of the shift, all Supervisors working on the shift, shall coordinate efforts to locate the missing tool and properly return it to its proper location. Supervisors must ensure that all appropriate reports are completed in compliance with SOP 6-2.

4. **SIDA Badge** – As a condition of employment, each Supervisor must obtain and retain a Security Identification Display Area (SIDA) Badge, which must be worn in full view while working. In order to obtain a SIDA badge each employee, including Supervisors, will have to go through a Transportation Security Administration (TSA) background check. The badge is re-certified annually and the cost is to be paid by the Supervisor. The Employer will reimburse the cost incurred to obtain the badge upon the employee obtaining it. In the event the Supervisor is unable to maintain a valid SIDA Badge he will be granted an unpaid grace period of no longer than three (3) weeks to resolve the issue. If he cannot obtain the badge within the grace period, his employment will be terminated. The grace period may be extended under extraordinary circumstances, with agreement between Company and Union.

#### **ARTICLE 8 - REPORTING FOR WORK**

1. **Advance Call Off** - When unable to report for work, every Supervisor must notify the Company /manager on duty at least four (4) hours before his scheduled reporting time, if possible.
2. **Advance Notice Before Return** - On reporting for work after any absence, the Supervisor must notify the Company on the day before he intends to report.
3. **Notice to Manager** - Notices under this Article shall be given to the Supervisor's immediate Manager or as otherwise assigned by the Company.

**ARTICLE 9 - PAID TIME OFF**

1. Due to the 24/7 nature of the Newark AirTrain there are no defined “Holidays” or Vacation Shutdown periods. Supervisors are entitled to Paid Time Off (PTO) in accordance with the following:

<b>Years of Continuous Service Completed</b>	<b>Vacation</b>	<b>Holidays</b>	<b>Total days of Paid Time Off (PTO)</b>
1 to 4 Years	10 Days	12 Days	22 Days
5 to 9 Years	15 Days	12 Days	27 Days
10 or more	20 Days	12 Days	32 Days

- a. Supervisors begin to earn paid time off from the point of their initial employment. New employees hired on or before the 15th of the month begin to accrue PTO during that month. New Supervisors hired on or after the 16th of the month begin to accrue PTO entitlement the following month.
- b. Supervisors must be actively at work for more than half of the scheduled workdays in the month to be eligible for PTO accrual. PTO will be counted as time worked in the month.
- c. Supervisors must take paid time off during the year they are accrued. No days may be carried over into the following year and no payment will be made of unused days.
- d. No unearned PTO will be paid to a Supervisor upon termination of employment, for any reason.
- e. Although PTO may be used prior to earning the time, should the Supervisor’s employment be terminated, for any reason, prior to earning all the PTO he has been paid, he will be required to refund the amount of PTO overpaid to him. Such amount may be withheld from his final pay check.

2. **Scheduling** - Due to the 24/7 operation of the Site mandatory shift coverage must be provided. The PTO listed above as vacation must be scheduled in workweek increments, in advance, and approved by the Supervisor's Manager. Only one (1) Operations Supervisor and one (1) Maintenance Supervisor may be granted paid time off at the same time. All twelve (12) of the Holidays may be scheduled in one (1) day increments and must be approved prior to the Supervisor taking the Holiday off. Conflicts regarding scheduling of PTO will be determined by seniority, and ability to do the job.

### **ARTICLE 10 – SENIORITY**

1. **Definition** - "Seniority" in this Agreement means a Supervisor's length of continuous service in the Company's employ, as measured from the Supervisor's most recent date of hire by the Company, which will mean the first day in the role of Supervisor. To the extent that a Supervisor has the same last date of hire as another Supervisor, 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 provide a Seniority List to the Union, on January 1<sup>st</sup> of each year.
2. **Breaks in Seniority** - Seniority will be broken and employment will terminate when a Supervisor:
  - a. Quits, retires or dies.
  - b. Is discharged.
  - 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 his

preferential rehiring rights. Any dispute regarding the Employee's fitness for duty shall be referred to an Independent Medical Examiner (IME) for final adjudication.

- 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 Supervisor.
- 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.
- i. This will apply to an individual involuntarily laid off who loses his seniority and employment but is rehired by the Company.

3. **Probation** - Newly hired Supervisors, who are not current employees of Employer, will serve a probationary period of employment for twelve (12) months. Said Supervisors will become Union members after thirty (30) days. During that twelve (12) month period, the Company may discharge such a Supervisor without need to establish cause and without access to the contractual grievance-arbitration procedure except to contest an unfair pay grievance. A newly hired Supervisor who successfully completes probation will have seniority retroactive to his first day worked. Probationary periods may be extended at Company discretion, with approval of the Union.

An employee who is promoted or transferred from the Site or another Bombardier facility will serve a probationary period of six (6) months. Said Supervisors will become Union members after thirty (30) days. During that six (6) month period, the Company may discharge such a Supervisor without need to establish cause and without access to the contractual grievance-arbitration procedure except to contest an unfair pay grievance. The Employee may return to his previous position, at his

previous rate of pay, and contingent upon the position being available, without loss of seniority and benefits. Probationary periods may be extended at Company discretion, with approval of the Union.

4. **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 a Supervisor has only as a Supervisor during their entire period of employment.
  
5. **Job Classification Seniority Date** - Begins with the date a Supervisor is moved into the Supervisor job classification.
  - a. Company Hire Date determines:
    - Eligibility for certain benefits
    - Eligibility for pension
    - Vacation eligibility
  
  - b. Job Classification Seniority Date determines the order a Supervisor is eligible to select:
    - Shift Work Schedule
    - Paid Time Off scheduling
    - Overtime



## ARTICLE 11 - 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 Supervisors 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 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 12 - JURY DUTY/ BEREAVEMENT/ MILITARY LEAVE

1. Required Jury Duty - A Supervisor 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 Supervisor 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 Supervisor 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 a Supervisor's spouse or children, Supervisors 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, adoptive, and step parents, sisters, brothers, and spouse's parents, Supervisors will be granted three (3) consecutive days off with pay. Supervisors will be granted one (1) day off with pay to attend the funeral of a brother or sister in law, grandparent, or grandchild.
3. **Military Leave** - Supervisors participating in military reserve training exercises will receive time-off with pay for up to a two (2) week period annually. In addition, the Company complies with all applicable requirements of the Uniformed Services Employment and Reemployment Rights Act (USERRA), and state and local law relevant to eligible uniformed personnel and reservists.

### **ARTICLE 13 - GRIEVANCE AND ARBITRATION**

1. **Steps**
  - a. **Oral Step** - Any difference of opinion concerning the interpretation or application of any term of this Agreement must first be discussed with the Supervisor's Manager-- with or without a Union steward's help, at the Supervisor's option -- within seven (7) calendar days of the date when the Supervisor 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 Supervisor and/or Union must file the grievance, in writing, with the Supervisor's Site's Human Resources Business Partner within twenty (20) calendar days of when Supervisor or the Union was aware or should have been aware of the facts underlying the difference of opinion. The Human Resources Business Partner 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.
- e. **Dealing Directly with Manager** - Nothing here will prevent the Supervisor from discussing any problem with his or her manager at any time, with or without the Union's involvement, prior to initiating a formal grievance.

## 2. **Arbitration**

- 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 Supervisor 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 Supervisor 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. With regard to any arbitration for a termination of a Supervisor, the Arbitrator is bound by the definition of Just Cause under Article 14 of the Agreement. His or her decision will be final and binding upon the Company, the Supervisors, 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. **Expedited Arbitration** - Any Arbitration dealing with the termination of a Supervisor will be done on an expedited basis, which will be thirty (30) days from the date of termination. The Supervisor will remain on the payroll during this time. The Arbitrator will be required to schedule and hear the case within thirty (30) days of the date of termination and issue an oral decision after presentation of the facts by both sides and follow-up with a written decision, if requested by either the Union and Company. Time limits may only be extended under this section if mutually agreed by the Union and Company.
- g. **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.

## ARTICLE 14 - DISCHARGE AND DISCIPLINE

1. **Just Cause** - The Union acknowledges the importance of Supervisors acting as the direct manager of the Newark Employees. Because of the sensitivity of the job and the fact they act in a management role, Supervisors may be terminated for Just Cause if their manager and or Site Director determines the Supervisor is not performing his job under the policies of Bombardier and/or the terms of the Agreement. In any arbitration concerning a Supervisor's termination the Employer will furnish the Union and the Supervisor with a letter containing the reason or reasons for discharge or discipline.
  
2. **Automatic Grounds for Dismissal** - Discharge or discipline imposed for: theft or other dishonesty; intentional falsification of Company records or intentionally providing false information related to job responsibilities; striking or threatening a customer, employee, manager, or other person with bodily harm; insubordination, including failure to cooperate in an 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; sleeping or giving the appearance of sleeping during working hours; failure to execute the roles & responsibilities of a Supervisor as outlined in the job description in Schedule A; 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 that the Supervisor engaged in the misconduct.
  
3. **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, in accordance with Company Policy.

4. **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. Such time may be extended upon notification to the union and agreement.

**ARTICLE 15 - RATES OF PAY**

1. **Rates of Pay** - Effective August 1, 2017 the rates of pay for a Supervisor will be based on the following schedule:

<b>Years of Service as a BT Supervisor</b>	<b>Minimum Annual Salary</b>
0 to 5 years as a Maintenance or Operations Supervisor, Material Control Supervisor or Project Supervisor	\$72,000
5+ years as a Maintenance or Operations Supervisor, Material Control Supervisor or Project Supervisor	\$73,500
Supervisor with ability to interchange as a Maintenance and Operations Supervisor on a daily basis	\$80,000

2. **Shift Differentials** - A Shift Differential of ten percent (10%) shall be paid to each bargaining unit Supervisor regularly assigned to work a shift where the majority of hours are worked between 2:00PM and 5:59 AM, in a workday.
3. **Incentive Plan** - All bargaining unit Supervisors will be eligible to participate in the Bonus plan as outlined in the commercial agreements between the Port Authority of NY & NJ and Bombardier Transportation.

## ARTICLE 16 - BENEFIT PLANS

1. Effective upon signing this Agreement, and for the duration of this Agreement, the parties agree on the following benefit programs:
  - a. Bargaining Unit Supervisors will continue to be eligible to participate in the Company provided Health & Welfare Plans. 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 Supervisors will participate in the cost of the health and welfare plan such that their contribution shall be equal to other Supervisor 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 Supervisors. 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.
  - b. Supervisors, hired prior to September 1, 2013 will maintain participation in the defined benefit pension plan, Bombardier Corporation Retirement Plan. Supervisors hired after September 1, 2013 will participate in the Bombardier Transportation 401(k) Savings plan in accordance with the Plan. To the extent the Pension Program changes during the term of this Agreement, eligible Supervisors 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.
  - c. Supervisors, hired prior to September 1, 2013 will maintain participation in Bombardier Transportation 401(k) Savings Plan, in accordance with the Plan.
2. **COBRA** - To the extent required by law, a Supervisor 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.

3. **Possible New Laws** - During the term of this Agreement, federal, state and/or local laws may be passed, or become effective, and require the Company to provide certain medical or other related benefits that may duplicate or compare with benefits provided in 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 or partial redundancy of cost or benefits. Additionally, if any such law or ordinance requires a new expanded benefit or coverage, a lower deductible, or any other requirement that adds cost to existing coverage(s), such additional cost will be shared equally between the Company and each covered Supervisor.

#### **ARTICLE 17 - UNPAID LEAVES OF ABSENCE**

The Company, in its discretion and upon request, may grant a Supervisor a leave of absence. Such leave will be without pay, without prejudice to the requesting Supervisor'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 (FMLA) or other applicable law during a leave associated with any authorized leave under FMLA. No benefits will accrue when a Supervisor is on a paid or unpaid leave of absence. 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, 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 Supervisor's seniority, ability, and experience if work is available, a Supervisor 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 Supervisor 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. Any Supervisor'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 Supervisor except as otherwise required by applicable law.

### **ARTICLE 18 – TRAINING**

1. Each newly hired Supervisor will be required to complete required training and obtain safety and/or security based certification(s) in the department he will supervise, for example: driving the train in manual mode, lock-out/tag-out and airport badge (SIDA). Should he fail to complete the necessary certification(s) within one (1) year of hire he may be terminated, if no other position exists for which he is qualified.
2. Some tasks have specific requirements to maintain certification for a defined period of time, thereby requiring re-certification upon expiration. A Supervisor requiring certification to do a job will be allowed two (2) opportunities to successfully pass the initial certification, providing the training is available. A Supervisor certified to do a job requiring 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 19 - JOINT SUPERVISOR-MANAGEMENT COMMITTEE**

During the term of this Agreement, the Company and the Union will form a joint Supervisor-Management Committee to continue to monitor and improve quality and quantity and to explore ways that can add to Supervisor involvement, including valuable input that Supervisors will have to improve Company operations. It is the intent of the Company to form a safety committee.

## **ARTICLE 20 - UNION VISITATION/ COMMUNICATION**

1. **Union Access** - The Company will assist the Union in the administration of this Agreement by permitting access to the Newark facilities 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 Supervisors 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 location. The purpose of the bulletin board will be to inform Supervisors, 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 21 - UNION CONSULTATION**

In the event, any full-time Supervisor is permanently laid off without the likelihood of continuing employment at the site, or 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 22 – 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 23 - 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 24 - UNION SHOP**

1. **Union Shop/ Condition of Employment**
  - a. All Supervisors 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 (31<sup>st</sup>) day following the date of their employment or the Effective Date of this Agreement, whichever is later.
  - b. If a Supervisor 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 Supervisor having been similarly notified) separate such Supervisor 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 a Supervisor 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 15<sup>th</sup> 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 Supervisor 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 Supervisor 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 25 - 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.

#### **ARTICLE 26 - DURATION AND TERMINATION**

1. This Agreement will be in full force and effect from August 1, 2017 through July 31, 2018. 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 27 - SHOP STEWARD**

1. The Employer recognizes the right of the Union to designate one of the Supervisors employed by the Employer as a Shop Steward. 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 Supervisor, Shop Steward or group of Supervisors 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 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. The Shop Steward shall enjoy top seniority in regard to layoff and rehiring providing he/she has the ability to do the work.

**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 \_\_\_ day of \_\_\_\_,

Bombardier Transportation  
(Holdings) USA, Inc.

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

\_\_\_\_\_  
Anna Cicio  
Director, Human Resources

\_\_\_\_\_  
Ricardo Sanchez  
General Chairman

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Ralph DeCostro  
Director, Human Resources

\_\_\_\_\_  
(Date)

## SCHEDULE A

### JOB DESCRIPTION – MAINTENANCE SUPERVISOR

The Maintenance Supervisor directly supervises the work of maintenance technicians, at the Newark Site, ensuring that all technicians work in a safe and productive manner to ensure site profitability, sustainability, and growth. The Supervisor meet all the qualification as exempt employees under both state and federal law and receive the minimum salary requirement.

**Key Responsibilities include but are not limited to:**

**SAFETY** - Promote a proactive safety culture by:

- Strictly adhering to the company System Safety Program Plan (SSPP) as well as all elements of company policies and procedures.
- Adhering to the identified Six Critical Risks.
- Performing consistent and documented safety tours to verify work is being carried out safely.
- Conduct shift “Stand Down” meetings to address any potential unsafe situations.
- Work with the site to communicate safety hazards immediately and support the close out of corrective actions.

**PLANNING** - Plan work activities for the shift per Maintenance Plan, including, but not limited to:

- Conducting daily shift Passdown Meetings and AES meetings.
- Assigning technicians to tasks.
- Supervising the actual work to ensure that the manpower is being utilized efficiently, making adjustments if needed.
- Follow up at the end of the shift to confirm that all tasks have been completed correctly.
- Direct all support staff including but not limited to: QA Inspectors, Field Service Engineers (FSE) and training personnel, to manage system operations.



**REPORTING** - Prepare and submit reports as required, including but not limited to:

- Shift Supervisor Passdown Meetings.
- Toolbox Talks.
- Incident Reports.
- Maintenance Action Plan (MAP).
- Hazard Identification & Risk Assessments.
- Attendance Reports.
- Work Orders.
- Complete Incident Investigations using Just Culture Principles, etc.
- Maintain accurate information in the Company Maintenance Management System (ex. MAXIMO).
- Assign overtime and approve time in the timekeeping system.

**TRAINING**

- Responsible for training and coaching all direct reports. Includes providing feedback via balanced score card evaluations, Performance Management Process (PMP) and performance improvement process (PIP) evaluations.

**PEOPLE**

- Ensure that all Technicians in his group are following established policies and procedures.
- Follow zero tolerance and progressive discipline procedures by recommending and issuing appropriate discipline up to and including termination of employment when required.
- Review resumes of potential technician candidates, interview, and provide formal interview evaluations per company guidelines.
- Approve Technician time and attendance.

## **QUALIFICATIONS**

- Must be able to pass all required background and security screening at the site.
- Must maintain valid SIDA Badge.
- Must possess working knowledge of Microsoft Office suite, including Excel, Word, and PowerPoint.
- Must be able to effectively communicate in written and spoken English.
- Must meet physical demands of technician position, Including:
  - Lifting, pushing & pulling up to 50 lbs.
  - Able to reach above shoulders
  - Ability to climb up & down a ladder
- Minimum 2 years' experience of supervision or demonstrated leadership in an industrial/technical business environment.
- AA/AS degree or equivalent required, BS/BA degree preferred in business or technical field, or equivalent experience.
- Working knowledge of maintenance management processes or systems.
- Demonstrated ability to understand and coordinate complex technical issues that required the use of project management techniques and statistics.
- Demonstrated past success in leadership of people and management of physical assets.
- Ability to understand and solve complex technical problems and the ability to negotiate human relations issues involving direct reports and other employees and vendors.
- Immediate and direct impact in success of local site, customer relations, and development of technicians and other direct reports
- Must be able to manage multiple priorities and demands, while providing consistent and accurate feedback to direct reports.

## **JOB DESCRIPTION - OPERATIONS SUPERVISOR**

The Operations Supervisor directly supervises the work of operations and recovery technicians, at the Newark Site, ensuring that all technicians work in a safe and productive manner to ensure site profitability, sustainability, and growth. The Supervisor meet all the qualification as exempt employees under both state and federal law and receive the minimum salary requirement.

### **Key Responsibilities include but are not limited to:**

#### **SAFETY** - Promote a proactive safety culture by:

- Strictly adhering to the company System Safety Program Plan (SSPP) as well as all elements of company policies and procedures.
- Adhering to the identified Six Critical Risks.
- Performing consistent and documented safety tours to verify work is being carried out safely.
- Conduct shift “Stand Down” meetings to address any potential unsafe situations.
- Work with the site to communicate safety hazards immediately and supporting the close out of corrective actions.

#### **PLANNING** - Plan work activities for the shift per plan, including, but not limited to:

- Conducting daily shift Passdown Meetings and AES meetings.
- Assigning technicians to tasks.
- Supervising the actual work to ensure that the manpower is being utilized efficiently, making adjustments if needed.
- Follow up at the end of the shift to confirm that all tasks have been completed correctly.
- Direct all support staff including but not limited to: QA Inspectors, Field Service Engineers (FSE) and training personnel, to manage system operations.

**REPORTING** - Prepare and submit reports as required, including but not limited to:

- Shift Supervisor Passdown Meetings.
- Toolbox Talks.
- Incident Reports.
- Edit Maintenance Action Plan (MAP), when practicable.
- Major Service Interruptions.
- Daily availability reports.
- Hazard Identification & Risk Assessments.
- Attendance Reports.
- Work Orders.
- Complete Incident Investigations using Just Culture Principles, etc.
- Maintain accurate information in the Company Maintenance Management System (ex. MAXIMO).
- Assign overtime and approve time in the timekeeping system.

**TRAINING**

- Responsible for training and coaching all direct reports. Includes providing feedback via balanced score card evaluations and performance improvement process (PIP) evaluations.

**PEOPLE**

- Ensure that all Technicians in his group are following established policies and procedures;
- Follow zero tolerance and progressive discipline procedures by recommending and issuing appropriate discipline up to and including termination of employment when required.
- Review resumes of potential technician candidates, interview, and provide formal interview evaluations per company guidelines.
- Approve Technician time and attendance.

## **QUALIFICATIONS**

- Must be able to pass all required background and security screening at the site.
- Must maintain valid SIDA Badge.
- Must possess working knowledge of Microsoft Office suite, including Excel, Word, and PowerPoint.
- Must be able to effectively communicate in written and spoken English.
- Must meet physical demands of technician position, Including:
  - Lifting, pushing & pulling up to 50 lbs.
  - Ability to reach above shoulders
  - Ability to climb up and down a ladder
- Obtain and maintain Central Control Operator (CCO) certification.
- Minimum 2 years' experience of supervision or demonstrated leadership in an industrial/technical business environment.
- AA/AS degree or equivalent required, BS/BA degree preferred in business or technical field, or equivalent experience.
- At least 2 years' experience working in an industrial environment.
- Working knowledge of operations management processes or systems.
- Demonstrated ability to understand and coordinate complex technical issues that required the use of project management techniques and statistics.
- Demonstrated past success in leadership of people and management of physical assets.
- Ability to understand and solve complex technical problems and the ability to negotiate human relations issues involving direct reports and other employees and vendors.
- Immediate and direct impact in success of local site, customer relations, and development of technicians and other direct reports
- Must be able to manage multiple priorities and demands, while providing consistent and accurate feedback to direct reports.