

COLLECTIVE BARGAINING AGREEMENT

Between

BOMBARDIER TRANSPORTATION (HOLDINGS) USA, INC.

And

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

Covering

**Operations and Maintenance Employees Employed at
Newark Liberty International Airport**

August 3, 2020 through December 31, 2022

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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 hourly paid, regular full time employees performing work as: Central Control Operators, Electronics Technicians, Maintenance Technicians, Material Control Handlers, Mechanical Room Assemblers and Recovery Technicians at the Newark Liberty International Airport Site.

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 Newark Liberty International 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.

- 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. The period such employee 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 employees are not subject to the terms in this Agreement.
2. **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.
 3. **Year** - The term "year" shall mean the calendar year unless otherwise specifically stated in a particular provision or unless changed by the Company.
 4. **Month** - The term "month" shall mean the calendar month unless otherwise specifically stated in a particular provision or unless changed by the Company.

5. **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.
6. **Day** - The term "day" shall mean the calendar day unless otherwise specifically stated in a particular provision.
7. **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.
8. **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.
9. **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. 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 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.

- 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 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 13, within fifteen (15) days of its initially announced effective date.
- b. The Company will introduce a Scorecard in which the Manager will meet with each Employee, on a regular basis, to discuss performance, safety, training and attendance. The Scorecard will be used as an awareness tool and discussion point with each employee. A Shop Steward or Union Business Agent may be present at a Scorecard meeting, at the bargaining unit employee's request.

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 Port Authority 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, 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 employee 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 employees 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 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 shift, an employee will be permitted a fifteen (15) 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.

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. Management agrees to meet with the Union to discuss any employee who regularly works fourteen (14) hours or more in a workday. Any employee required to work seven (7) consecutive days in a week shall be paid double his regular rate of pay for all hours worked on the 7th day.
- c. 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.

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** - 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.

5. **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.

6. **Reporting Pay**
 - a. Each employee who reports for work in accordance with the posted work schedule shall be guaranteed his/her normal pay for the scheduled hours of work at his/her 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.

 - b. 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 be penalized or marked absent. Employees who cannot report to work, under said ban, will be given an option to use a PTO Day, or not being paid for said day.

7. **Payment of Employee Wages** - It is expected that all employees will be paid their wages on a biweekly basis. If the employee is not paid his regular hourly wages on the normal pay date, then the employee should immediately bring the error to the attention of his Supervisor, or HR Business Partner. Such correction to the employee's pay will be made within three (3) business days. If the employee does not receive his corrected pay within the three (3) business days and the mistake was not due to the employee's actions i.e. failure to punch, failure to notify Supervisor, etc., then the employee will be entitled to an additional eight (8) hours pay at straight time for each day his payment is delayed.

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 involved in any such accident shall report such accident and/or any physical injury sustained. When required by the Employer, the employee, immediately following the accident, shall fill out and file an accident report in writing on forms furnished by the Employer and turn in all available names of witnesses to the accident and/or injury to the Employer's Site Manager. It is understood that "near misses" must also be reported pursuant to this Section [A near miss is defined in the Company's System Safety Program Process (SSPP)]. Employees shall be paid the appropriate pay for time taken to fill out such reports.
2. **Defective Equipment** - Immediately, but in no event later than the end of his or her shift, any employee who observes a defect in equipment or vehicles must report all such defects on a form furnished by the Employer to the Employer's Site Manager. Employees shall be paid the appropriate pay for time taken to fill out such reports.
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 employees is not to interfere in any way with the efficient performance of an employee's scheduled duties and work hours.
4. **Facilities** - Given the industrial and public nature of operations the employees 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 continue to provide uniforms to bargaining unit employees through a uniform supply service. The uniforms issued shall consist of: 11 shirts, 11 pants, 2 Summer coveralls, and 2 Winter coveralls. In addition, 1 winter jacket shall be issued every two (2) years. Upon termination of employment each employee, issued uniforms, must return all uniforms.
2. **Safety Shoes** - 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.
3. **Tools** - The Company will require all employees in the bargaining unit to use, maintain and keep secure, all Company provided tools. At the start of the shift, employees must sign-out all Company provided tools required to perform his job, on that shift. At the end of the shift, employees must return all tools and sign them in. Should any tool not be returned to the Toolroom and signed-in at the end of the shift, all employees working in the immediate work area, on the shift shall assist in locating the missing tool and properly return it to the Toolroom.
4. **SIDA Badge** - As a condition of employment, each employee 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 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 employee. The Employer will reimburse the cost incurred to obtain the badge upon the employee obtaining it. In the event the employee 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 employee must notify the Company foreman/manager on duty at least two (2) hours before his scheduled reporting time, if possible.

2. **Advance Notice Before Return** - On reporting for work after an absence of five (5) working days or more, 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 Foreman** - Notices under this Article shall be given to the employee's immediate Foreman or as otherwise assigned by the Company.

ARTICLE 9 - PAID TIME OFF

1. Effective January 1, 2011, each non-probationary, full time employee shall accrue paid time off in accordance with the following schedule, each calendar year (January to December):

| Years of Service | Paid Time Off Entitlement |
|-------------------------|--|
| Less than 1 Year | 2 days per full month worked (max 20 days) |
| 1 to 4 Years | 26 Days |
| 5 to 9 Years | 31 Days |
| 10 to 19 Years | 36 Days |
| 20 to 29 Years | 41 Days |
| 30 Years or More | 46 Days |

2. **PTO**
 - a. Employees shall earn PTO in equal amounts prorated on a monthly basis. No time shall be earned if the employee has not worked at least fifteen (15)

workdays in a month, except for time taken off for scheduled and approved: PTO, bereavement, jury duty, military leave (with exception of regular active duty) or intermittent FMLA.

- b. Although PTO may be used prior to earning the time, should the employee'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.
 - c. All PTO must be used in the calendar year it is accrued and earned. No PTO may be carried into the following year.
 - d. No unearned PTO will be paid to an employee upon termination of employment, for any reason.
3. **Blackout Days** - PTO will be limited for days defined as "Blackout Days." PTO will be limited to one (1) employee per shift per job classification during designated Blackout Days. For purposes of PTO scheduling job classification is defined as: Central Control Operators, Electronics Technicians, Maintenance Technicians, Material Control Handlers, Mechanical Room Assemblers, and Recovery Technicians.
- a. Blackout Days shall be defined as:
 - New Year's Day
 - Monday after Super Bowl
 - July 4th
 - Thanksgiving Day
 - Christmas Day
 - New Year's Eve
 - b. No employee shall be permitted to use a Short Call Floating Day on designated "Blackout Days." Any employee, who is scheduled to work on a Blackout Day, and fails to report to work must provide substantiated documentation to the Company. A failure to do so will be considered unapproved and considered an "incident" under the Company Attendance Policy.
 - c. Any employee who works one of the defined blackout days will be paid a rate of one and one-half (1½) times his regular hourly rate for all hours worked,

including applicable shift differential. This provision will sunset on the expiration of this Agreement, unless otherwise agreed to be extended by both parties.

4. **Scheduling** - All but six (6) PTO days must be scheduled in advance. Each bargaining unit employee must submit his/her request for the remaining days off by December 1st of the preceding calendar year. The final and approved PTO schedule for the upcoming calendar year will be posted no later than December 31st. The Company will allocate vacation allotments consistent with requirements of service. Local union representatives will cooperate with the Company in assigning unscheduled vacation dates.

The Company shall have the final decision on the day to be taken. Any conflicts regarding scheduling of PTO will be determined by seniority specific to job classification. Senior employees cannot bump a junior employee once PTO Days are scheduled and approved. The Company will schedule PTO for new hires, making a reasonable effort to accommodate preferences, during the first year of employment.

Employees may request to reschedule PTO that has already been approved. The Employee must submit such request at least two (2) weeks in advance, and will be approved provided such rescheduling does not impact or interfere with planned business operations and maintenance activities. Requests with less than two (2) weeks' notice must be for a verifiable emergency and subject to written confirmation. No employee may bump another employee whose scheduled PTO Day is already approved.

Short Call Days - The Company agrees that each employee may schedule six (6) of his PTO days by notifying the Company Foreman/Manager on duty at least two (2) hours before his/her scheduled reporting time. *These six (6) days shall be referred to as "Short-Call Days."*

Should an employee require time off after he has used all Short-call paid time off, but has scheduled PTO Days planned at a later date, he may request to reschedule future

scheduled PTO Days in payment of one occurrence, consisting of one or more consecutive days. Such requests may be made once in a calendar year. Unless the time-off is required for a verifiable emergency, such rescheduling request must be made in advance.

Employees who have used all paid Short-Call PTO Days will not be paid for, and will forfeit, scheduled PTO days should he fail to report to work the scheduled shift prior to or following an approved PTO Day, unless the absence is due to a verifiable emergency, jury duty, death in the family, or scheduled and approved vacation.

6. **Payment of Unused Short Call Days** - Should the employee fail to use any of his Short-Call PTO Days in a calendar year he shall receive payment of all unused Short-Call PTO days on the first paycheck in the following calendar year.
7. **Eligibility** - To be eligible for PTO pay, an employee must be on the Company payroll and be actively employed during the week in which the PTO day is taken except for Company approved leave.
8. **Calculation** - PTO pay for eligible employees will be at his straight time hourly rate multiplied by the number of straight time hours he would have otherwise been scheduled to work on the day taken. Under no circumstances will premium or overtime payment be made for PTO, unless the Company asks an Employee to work their scheduled PTO and the Employee agrees to work their scheduled PTO, the Employee will receive double-time for the PTO worked, but the Employee will not be entitled to an additional PTO Day.
9. **Short-Term Disability (STD)** - The Short-Term Disability (STD) program has a seven (7) calendar day waiting period. Should an employee be absent and qualify for benefits under the STD program he/she must use short call PTO days, that have been accrued to the first day of the STD absence, during the waiting period. Should an employee not have enough accrued short call PTO days he/she may opt to take the remaining days without pay or cancel future scheduled PTO days, using that time during the STD waiting period.

ARTICLE 10 – 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 using the last four (4) digits of the employee's Social Security Numbers where the lowest number is the higher seniority. "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, with approval by the Union. 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. All open positions will first be made available for bid to employees that are currently in the classification with the vacancy. If no bids are received within classification, open positions will be made available for employees outside of the classification with the vacancy. General bid will occur every September and take effect on the first pay period of the new calendar year. The awards will be posted prior to scheduling process outlined in Article 9 Section 4.
 - b. 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.
 - c. During that period employees may bid for the vacancy.
 - d. The vacancy will then be filled by application of Section 2 of this Article.
 - e. The Company will have discretion as to whether jobs previously filled but vacated need to be filled.
 - f. Only active employees may bid on open/vacant positions.
 - g. No bidding on individual tasks or individual pieces of equipment will be permitted.
 - h. Employees on disability or another Leave of Absence are not deemed as “Active” Employees.
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 (6) 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), who jointly is selected by the Company and Union, 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 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.
 - 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. 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.
- a. This will apply to an individual involuntarily laid off who loses his seniority and employment but is rehired by the Company.
7. **Probation** - Newly hired employees will serve a probationary period of employment for nine (9) months. Said employees will become Union members after thirty (30) days. During that nine (9) 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. If an employee, after working at the Newark Site with a temporary employment agency, is hired as a full-time employee of the Company, his date of hire for purposes of determining his probationary period shall be the first day the employee worked at the Site, as a temporary employee

8. **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.
 - a. Company Hire Date determines:
 - Eligibility for certain benefits
 - Eligibility for pension
 - Amount of an employee's pension benefit
 - Vacation eligibility
 - b. 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. **Employees Transferring Between JFK and Newark Sites** - Should a represented employee transfer between the JFK and Newark Sites, his Company Hire Date will remain unchanged and will be considered the last date of hire with Bombardier, without regard to the position or Site worked. This date is used to determine eligibility for certain Company provided benefits, as well as vacation entitlement. However, his Job Classification Seniority Date, which determines Shift Scheduling, Vacation Scheduling, Holidays, Overtime and all other matters governed by seniority, will be the first date the Employee transfers to the new Site.

Should the employee transfer back to the original Site, within a sixty (60) day period, his Job Classification Seniority Date will be re-instated to the date held prior to his transfer. Should the transfer be after sixty (60) days then the new Job Classification Seniority Date will be the date transferred back to the original Site.

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 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 12 - JURY DUTY/ BEREAVEMENT/ 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, adoptive, and step parents, sisters, brothers, and spouse's parents, employees will be granted three (3) consecutive days off with pay. Employees 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** - Employees participating in military reserve training exercises will receive time-off with pay for up to ten (10) working days 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 employee's Manager -- 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 Manager** - Nothing here will prevent the employee 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.
3. **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.
- a. **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.

- b. **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.

If the Arbitrator reinstates an employee, then the employee will immediately be eligible for reinstatement in the health insurance plans. If the Company cannot comply then it will be responsible for paying the employee's COBRA premium until such time the employee is reinstated in the benefit plans.

- c. **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.
4. **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.
5. **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 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; intentional falsification of Company records or intentionally providing false information related to job responsibilities; 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; sleeping or giving the appearance of sleeping during working hours; violation of the Company Cell Phone Policy; 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 employee 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.

ARTICLE 15 - RATES OF PAY

1. **Rates of Pay** - Refer to Schedule B for current rates of pay and wage progression charts for corresponding job classifications. Should any new positions be added the Company and Union shall meet to determine the appropriate rate of pay and job classification. Lump sum payments due on ratification of this agreement will be paid within sixty (60) days of the ratification date.

The company will establish qualifications for various classes of employees covered herein. It is further agreed that employees seeking a classification above their current position will be required to take appropriate examinations and perform actual demonstration of their abilities in order to determine their qualifications. Such examinations and demonstrations will be developed and administered by the company with input from the union.

2. **Shift Differentials** - A Shift Differential of ten percent (10%) shall be paid to each bargaining unit employee regularly assigned to work a shift starting between 2:00PM and 5:00AM, in a workday.
3. **Lead Techs** - The Company at its sole discretion may request a bargaining unit employee to perform the function of Lead Technician on a shift. The employee will receive a responsibility premium of five percent (5%) of his base rate of pay while assigned the Lead Technician responsibility. A Job Description for the Lead Technician role is attached hereto as Schedule A.
4. **Incentive Plan** - All bargaining unit employees will be eligible to participate in the bonus plan as outlined in the commercial agreement between the Port Authority of NY & NJ and Bombardier Transportation.

ARTICLE 16 – PROMOTION PROCESS

1. **Central Control Operator (CCO) Promotion** – Company has up to one (1) year to fully train and certify employees who bid a CCO position. If employee completes all required tasks prior to one (1) year, he/she is moved to higher rate of pay and a twelve (12) month lock in period will begin. During lock in period, he/she may not bid out of Central Control. If the company fails to fully train and certify an employee within

twelve (12) months, the employee is automatically moved to higher rate of pay and lock in will begin. It can be mutually agreed upon by the Company and Union to extend the training if both parties feel it is necessary. If an employee fails to certify, he/she will be placed back to previous classification with shift and RDO's that are available. If position is unavailable, company may place in lower classification, but employee maintains current rate of pay. If employee fails after two (2) attempts, he/she cannot bid back into the CCO classification for a minimum of three (3) years (to be determined on a case by case basis mutually agreed).

2. **Central Control Operator (CCO) Selection** - When the company has an "Open" or "Vacant" CCO position, the Company will post the position for seven (7) days. The person with the highest seniority will be selected for the next steps. Personnel may bid into "Open" or "Vacant" CCO positions based on their seniority, however, a CCO Trainee cannot bump Certified CCO's from their position. Only a Certified CCO with greater seniority can bump Certified CCO. During General Bid, a CCO Trainee may bump another CCO Trainee if their seniority allows it. Once the CCO Trainee has been identified, the candidate must take and pass the PSI test. If the CCO Trainee cannot pass the PSI test, they will be returned to previous position and the Company will post the CCO Trainee position again, and process repeats until we find a candidate that passes the PSI Test. All current employees at the time of ratification of this agreement who are either in a CCO position (trainee or certified) and any employee who holds a CCO qualification/certification will be grandfathered and not be required to pass the PSI Test.
3. **CCO Qualifications and Training** - CCO Trainees will have one (1) year to become certified after entering the CCO classification. At the end of their training, they must pass the site's CCO certification exam and be able to practically demonstrate their ability to operate the CCO desk alone under normal operating conditions.

If an employee cannot complete the CCO Certification Exam and execute the CCO chair alone under normal operating conditions within twelve (12) months of entering CCO classification or cannot progress through the milestones outlined within reasonable timeframe, he/she will follow return rule as outlined in Section five (5) of

this Article. CCO selection is by a bid system. When in training, he/she has one (1) attempt at the PSI Test and 2 attempts at qualification once the PSI Test is passed. For example, if failing 2 attempts at ATS class and within twelve (12) month period from entering classification, employee is returned to previous position as outlined in Section 2 of this Article.

ARTICLE 17 - 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 Employees 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 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.
 - b. Employees hired prior to September 1, 2013, will maintain participation in the Bombardier Retirement Plan. To the extent the Pension Program changes during the term of 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. In addition, employees hired prior to September 1, 2013, may voluntarily participate in the Bombardier Transportation 401(k) Savings Plan.

- c. Employees hired after September 1, 2013, will maintain participation in Bombardier Transportation 401(k) Savings Plan.
2. **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.
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 employee.

ARTICLE 18 - UNPAID LEAVES OF ABSENCE

The Company, in its discretion and upon request, may grant an Employee 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 (FMLA) or other applicable law during a leave associated with any

authorized leave under FMLA. No benefits will accrue when an employee 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 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. 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 19 – 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. Any employee failing to attend a training class for which he/she was scheduled must use a floating day or take a day's absence.
2. Should a training class be scheduled on an Employee's regular day off, his work schedule will be modified during the workweek the training is scheduled to afford the employee two (2) consecutive days off, in that workweek. The employee's regular day off will then be considered a scheduled work day, for that week.
3. Each new hire will be required to complete required training and obtain required safety and/or security based certification(s) in his job classification, for example: driving the

train in manual mode, lock-out/tag-out and airport badge. 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.

4. Some job classifications have specific requirements to maintain certification for a specific 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.
5. Should an employee report to work for a scheduled training class, on his/her scheduled day off, and such training is cancelled without prior notification to the Employee, the Employee will be paid four (4) hours straight time pay.
6. The Company agrees to meet with the Union to discuss the training, installation, and implementation of any new technologies that affect employee's bargaining unit work at the Site.

ARTICLE 20 - 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. It is the intent of the Company to form a safety committee.

ARTICLE 21 - UNION VISITATION/ COMMUNICATION

1. **Union Access** - The Company will assist the Union in the administration of this Agreement by permitting access to the Newark 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 location. 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 22 - 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 23 – 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 24 - 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 25 - 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 26 - NEW HIRES

1. **Additions to Bargaining Unit** - When there is a need to add to the bargaining unit, the Company may 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 27 - DURATION AND TERMINATION

1. This Agreement will be in full force and effect from August 3, 2020, through December 31, 2022. 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 28 - 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 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.
6. It shall be the Shop Steward's responsibility to equitably assign overtime amongst the qualified membership. Overtime will be assigned in accordance with Article 5. If the Shop Steward is not available then Foreman on duty will assign overtime, and advise the Shop Steward of such overtime assigned. The Shop Steward will be provided a desk and area to work to perform Shop Steward duties during working hours, including the scheduling of overtime. This provision will sunset on the expiration of this Agreement, unless otherwise agreed to be extended by both parties.

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 22nd day of January 2021.

Bombardier Transportation
(Holdings) USA, Inc.

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

Debra Lees
Senior Manager, Human Resources

Ricardo Sanchez
General Chairman

(Date)

(Date)

Bruce Browne
Newark Site Director

Steven Schmitt
Financial Secretary

(Date)

SCHEDULE A – 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. Maintenance Lead Technician, Operations Lead Technicians)

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

1. Demonstrate ability to lead and maintain an efficient and effective work team.
2. Assign shift work tasks. Ensure break/meal periods are taken.
3. Train on the proper use of SIMS and other applications for time reporting, preventive & corrective maintenance, equipment configuration, incident reporting, shift pass-down communications, etc.
4. Track and provide accountability for all tools and portable radios used during the shift.
5. Assists in all storeroom activities to satisfy SDC rules and procedures.
6. Ensure all maintenance and operations activities satisfy 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 Passdown meetings.
9. This position is *neither* empowered nor responsible for discipline or other employment decisions.
10. Ensure all safety incidents/near misses are reported immediately to department Manager and Systems Safety Manager.

SCHEDULE B - RATES OF PAY

The follow wage progression will apply to employees hired after the date of ratification of this agreement (January 13, 2021). Wage increases will become effective on each service anniversary following date of hire.

| | YEAR 1 | YEAR 2 | YEAR 3 | YEAR 4 | YEAR 5 |
|---|---------------|---------------|---------------|---------------|---------------|
| Job Classification | 70% | 75% | 80% | 90% | 100% |
| Material Control, Facilities, Mechanical Room | \$ 18.94 | \$ 20.29 | \$ 21.64 | \$ 24.35 | \$ 27.05 |
| Recovery Technician | \$ 22.67 | \$ 24.29 | \$ 25.90 | \$ 29.14 | \$ 32.38 |
| Maintenance Technician | \$ 24.80 | \$ 26.57 | \$ 28.34 | \$ 31.89 | \$ 35.43 |
| Train 13 | \$ 24.80 | \$ 26.57 | \$ 28.34 | \$ 31.89 | \$ 35.43 |
| Central Control | \$ 25.50 | \$ 27.32 | \$ 29.14 | \$ 32.78 | \$ 36.43 |

The follow charts will apply to employees currently employed as of the date of ratification of this agreement (January 13, 2021). Employees may bid down but they must accept the new rate of pay associated with their new classification. For example, if a Maintenance Technician is at \$35.43 and bid into Recovery, they would go to \$32.38 per hour.

No retroactive rate adjustments will be made for service anniversaries occurring between August 3, 2020 and date of ratification of this agreement.

| Maintenance Technician Classification | | | | |
|---|--------------|----------------------|-----------------------|-----------------------|
| | Current Rate | Date of Ratification | Anniversary Date 2021 | Anniversary Date 2022 |
| A2 | \$ 35.43 | Lump Sum - \$1800 | Lump Sum - \$1800 | Lump Sum - \$1800 |
| A1 | \$ 35.08 | \$ 35.43 | Lump Sum - \$1800 | Lump Sum - \$1800 |
| A | \$ 31.44 | \$ 33.00 | \$ 35.08 | \$ 35.43 |
| B | \$ 27.11 | \$ 29.88 | \$ 32.65 | \$ 35.43 |
| No C Technicians in Maintenance Technican Classification as of date of ratification | | | | |

| Recovery Technician Classification | | | | |
|---|--------------|----------------------|-----------------------|-----------------------|
| | Current Rate | Date of Ratification | Anniversary Date 2021 | Anniversary Date 2022 |
| A | \$ 31.44 | \$ 32.88 | Lump Sum - \$1800 | Lump Sum - \$1800 |
| B | \$ 27.11 | \$ 28.87 | \$ 30.63 | \$ 32.38 |
| No C Technicians in Recovery Technician Classification as of date of ratification | | | | |

| Mechanical Room, Facilities, Material Control Classification | | | | |
|---|--------------|----------------------|-----------------------|-----------------------|
| | Current Rate | Date of Ratification | Anniversary Date 2021 | Anniversary Date 2022 |
| C | \$ 21.64 | \$ 23.44 | \$ 25.24 | \$ 27.05 |

| Certified CCO/CCO Trainee Classification | | | | |
|---|--------------|----------------------|-----------------------|-----------------------|
| | Current Rate | Date of Ratification | Anniversary Date 2021 | Anniversary Date 2022 |
| A2 | \$ 35.43 | \$ 36.43 | Lump Sum - \$1800 | Lump Sum - \$1800 |
| A1 | \$ 35.08 | \$ 36.43 | Lump Sum - \$1800 | Lump Sum - \$1800 |
| A | \$ 31.44 | \$ 33.00 | \$ 35.08 | \$ 36.43 |

CCO Trainee, rate of pay stays at whatever rate of pay the employee is entering in at. Once you get Certified, rate of pay increase to \$36.43 or wherever employee falls in years of service progression. If employee has an anniversary date while training, they will receive pay increase per their classification prior to entering the CCO Trainee classification.

Example - Recovery Technician currently making \$29.03 and has greater than 5 years of service upon completion of CCO exam, employee would move to \$36.43

Example - Maintenance Technician currently making \$28.06 and has 4 years of service upon completion of CCO exam, employee would move to \$32.78 as outlined in New Hire Progression Table

| Train 13 Classification | | | | |
|--------------------------------|--------------|----------------------|-----------------------|-----------------------|
| | Current Rate | Date of Ratification | Anniversary Date 2021 | Anniversary Date 2022 |
| A1 | \$ 35.08 | \$ 35.43 | Lump Sum - \$1800 | Lump Sum - \$1800 |
| A | \$ 31.44 | \$ 33.00 | \$ 35.08 | \$ 35.43 |