

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 3:00PM 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 four percent (4%) 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. Each Employee has the opportunity for promotion provided he/she completes the necessary training and applicable test or skills demonstration of the required Average and Extensive Knowledge identified for each job classification.

2. Schedule C - Refer to Schedule C for an outline of the Maintenance Technician and Central Control Operator promotion requirements.

3. **Maintenance Technician Promotion** – Any employee who desires to obtain training for the next level in the Maintenance Technician Progression must request such training/testing by providing written notice to the Training Coordinator. Should the Company fail to provide the requested training within one (1) year of the Employee's request the Employee will receive a salary adjustment to the next classification level without a change to his/her job classification. The employee must satisfactorily complete the applicable training/testing, when it is available and offered to the employee, to receive the new job title. Once training is made available to the Employee he/she is required to complete all areas of Average and Extensive Knowledge requirements within one (1)

year. A failure to do will result in the Employee's wages being adjusted down to the prior level and corresponding to his official job classification.

4. Central Control Operator Promotion – The Company recognizes that training and Skills Demonstration for areas of extensive knowledge related to Central Control must be developed. Such training will be available by June 30, 2013 to CCO1, CCO1A and CCO1B levels. Should the Company fail to meet this deadline each CCO1, CCO1A and CCO1B Employee shall be paid \$250 per month that the Company is delinquent in providing the CCO Promotion process.

#### 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 will maintain participation in the Bombardier Corporation 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