

**Alstom Transport USA Inc. & IBEW, Local 589
Company Contract Proposals
Technicians AT Newark Airport**

January 8, 2024

1) Term of Agreement – 3 - year agreement until December 31, 2025

2) General Wage Increases (GWIs) –

Effective March 1, 2023, increase all straight time hourly rates of pay in effect of 4%

Effective January 1, 2024, increase all straight time hourly rates of pay in effect of 3.5%

Effective January 1, 2025, increase all straight time hourly rates of pay in effect of 3.25%

It is agreed that any payments related to the General Wage increases of the Collective Bargaining Agreement will only apply to employees actively employed at the Newark Airport site during ratification. This includes any employee who remain actively employed and were promoted to a Foreman position. This will include any retroactive payments. This means that if an employee transferred to another Alstom site or left the company prior to ratification, they would not be eligible for any payments. The exception would be if the employee transferred to another property where employees were represented by IBEW Local 589, after ratification.

Retroactive pay for General Wage increases shall be paid to each active employee within forty-five (45) days of ratification.

3) Article 2, Section 1, Subpart b – Remove and replace with the following: If Alstom is looking to hire part time employees, IBEW and Alstom would agree to meet to discuss hours, wages, health & welfare, relief days, title and duration.

4) Article 5, Section 1 Subpart c. – Add following sentence to end of section – “Employees will be required to punch in and out on the timekeeping system clock for their unpaid thirty (30) minute meal period.”

5) Article 7, Section 1 – Uniforms – Add the following sentence to the end of this section. “Any unreturned uniforms will be deducted from the employee’s final vacation payment.”

EMPLOYER RESERVES THE RIGHT TO CHANGE, MODIFY, ADD OR WITHDRAW PROPSALS AT ANY TIME DURING THE COURSE OF NEGOTIATIONS

6) Article 9 Paid Time Off – Propose the below changes –

- 1. Effective January 1, 2011, each non-probationary, full time employee shall ~~accrue~~ **earn** 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. ~~At time of hire, each employee~~ **Employees** shall earn PTO in equal amounts prorated on a monthly basis. ~~On January 1st, following their date of hire and each thereafter, employees will be front loaded their paid time off entitlement.~~ 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. ~~These six (6) days represent the Short Call PTO days.~~

~~Employees with thirty-six (36) days or more, will be allowed to keep up to sixteen (16) days for use as single days and Short Call PTO days. These employees must bid/schedule ten (10) single days. The remainder must be in full week increments.~~

~~Employees with thirty-one (31) days or less of PTO, will be allowed to keep up to eleven (11) days for use as single days and Short Call PTO days. These employees must bid/schedule five (5) single days. The remainder must be in full week increments.~~

~~Employees may bid their entire PTO allotment in full week increments if desired.~~

When selecting single days, there must be one certified CCO present on the shift per day for company to grant approval of a single day in Central Control Room. If a day is selected by an employee leaving zero Certified CCO in Central on the shift, the day will not be approved.

Employees will bid full week vacations first, when full week bid is complete, single days will be bid. One hundred percent of employee PTO must be scheduled.

Employees will have forty-eight (48) hours to select their PTO, if selection of PTO is not completed during this time, the employee will be skipped and the selection will move to the next person on the seniority list. Once all employees lower on seniority have been picked, then the skipped employee(s) will have twenty-four 24 hours to select, if no selection is made then the Company will schedule the days for the employee.

Each bargaining unit employee must submit his/her request for PTO by December 1st of the preceding calendar year, for the period January to December. PTO selection will be prioritized by seniority. The final and approved PTO schedule 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. Final approved PTO days will be entered into Alstom's timekeeping system for approval from a Manager or Supervisor.

The Company shall have the final decision on the day to be taken. This means the Company will determine the number of allotted days to be taken per day. The number of employees per day will be determined by considering total number of PTO days (excluding Short Call Days) separately for each of the following groups: Maintenance 1st shift, Maintenance 2nd shift, Maintenance 3rd shift, CCO 1st shift, CCO 2nd shift, CCO 3rd shift, Recovery 1st and Recovery 2nd, divided by three hundred sixty-five (365). This will be the maximum amount of PTO days off allowed per day per group. The resulting number will then be rounded up. The exception will be for the Material Control, CCS, Train 13, and Mechanical Room classifications which will have a maximum of one (1) employee off per day. 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. For the 2025 selection year, the allowable employees off per day will increase by one (1) employee for the Maintenance 3rd shift group. Please note the previous calculation is still subject to the Management Rights Article and may change depending on the needs of the business.

Employees may request to reschedule PTO that has already been approved. Such requests must be submitted to department manager, in writing at least two (2) weeks in advance and will only be approved if the new request does not conflict with the maximum allotted days off to be taken per day and/or impact or interfere with planned business operations. Site Director must sign off on all requests to change PTO time. Emergencies do not require the approval of site director. Evidence must be provided to department manager for verifiable emergencies. Employees may request only two PTO changes in the calendar year. When rescheduling, the request must be made at the time of rescheduling.

5. **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)** –
 - A. 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, ~~whether it is approved or not~~. 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.

- B. ~~If a pandemic, similar to COVID-19, were to happen, then employees who are required to use their Short Call days to satisfy an absence of five (5) consecutive days or more related to the pandemic, may convert up to five (5) paid time off days to short calls if, they have available unused PTO. An employee would only be eligible to convert the number of short call days available and unused prior to the leave. An absence in this situation that occurs in the month of September or later during the year, an employee would not be eligible to convert paid time off days and Section A. would apply. This conversion is only allowed once per calendar and again, must be related to a pandemic (as per the World Health Organization, CDC, Federal, or State Government).~~

7) Article 10 Section 4, Shift Selection Bidding – Add new bullet point – New Hires will be required to bid into classification for a period of two (2) years, exception being for promotions.

8) Article 10 – Probation – Add following clarifications:

1. During the probationary period, said new hires will not be able to bid into open positions.
2. Probationary employee will be placed on the seniority list as per the normal practice.
3. At the end of the probationary period, the employee(s) will bid into open positions by seniority.

9) Article 28 – Shop Steward, Section 1 – Modify second sentence to read:

The Union shall have the right to appoint one Shop Steward per department.

The union will make every good faith effort to select one shop steward per department.

10) Article 16, Section 2 – Promotion Process – Remove last sentence of section 2

11) Article 16, Section 3 – First sentence, correct reference to Section five (5) to Section two (2)

12) Article 15 Rates of Pay – Remove Section 4 – Incentive Plan.

13) Article 17 – Benefit Plans –

May 24, 2023 - Propose below language to replace existing language –

Welfare Plan, Retirement Account & Investment Account.

1. Bargaining Unit Employees will continue to be eligible to participate in the Company provided Health & Welfare Plans, which includes a Short-Term and Long-Term Disability Plan. The costs and benefits under this Welfare Plan will be credited against the requirements of any law requiring the same, in whole or in part, during the term of this Agreement. To the extent the Welfare Plan changes during the term of this Agreement, eligible employees will participate in the cost of the health and welfare plan such that their contribution shall be equal to other employee contributions at other locations of the Company for the same health and welfare plan. The Company will determine the insurance carriers, if any, for the benefits provided to the employees. To the extent that an inconsistency arises between language in this Article and the underlying insurance contract, if any, the terms of the applicable insurance contract will prevail. All Employee portions of the health care premiums will be capped at an increase of ten percent (10%) per year for the term of the contract.
2. Employees hired prior to September 1, 2013, will maintain participation in the Alstom Transportation Retirement Plan. To the extent the Defined 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 Defined Pension Program, the terms of the Defined Pension Program will prevail.
3. Employees will maintain participation in the life insurance plans at the current level, 2 times an employee's annual base pay for Basic Life Insurance, 2 times an employee's annual base pay for Basic Accidental and Dismemberment (AD&D) Insurance.
4. Employees will maintain participation in Alstom Transportation 401(k) Savings Plan in accordance with the terms and conditions of the existing Plan.
5. Employees may participate in the Flexible Spending Accounts offered by the company based on the same terms and conditions as other Alstom O&M employees, including employee per pay contributions.
6. Employees may participate in the Alstom Educational Assistance Program based on the same terms and conditions as other Alstom O&M employees.
7. If the Union can provide Welfare Plan coverage similar to the total Welfare Benefit package provided by the Company, at a more favorable cost to the bargaining unit members and cost neutral to the Company, the Company agrees to meet with the Union for the sole purpose of negotiating these proposed changes to this Article 18. Any dispute under this provision will be subject to the arbitration provision of the contract.
8. COBRA. To the extent required by law, an employee will have the opportunity to continue group insurance coverage upon termination of employment, by enrolling in the COBRA plans offered according

to terms established by the Company consistent with the Consolidated Omnibus Budget Reconciliation Act (COBRA), as amended.

9. Possible New Laws. During the term of this Agreement, federal and/or state laws may be passed to require the Company to provide certain medical or other related benefits for its employees, benefits which may be duplicative of similar benefits to be provided by this Agreement. In this event, and to the extent these laws do not permit the Company to credit cost and benefits under this Agreement against those required by law, the Company may reduce the benefits to be provided by this Agreement without violating this Agreement to avoid any actual, practical, or otherwise unreasonable duplication of cost or benefits. The Company will meet and share with the Union prior to implementation. Any disputes under this Article will be subject the grievance and arbitration provision under the parties Collective Bargaining Agreement and any final decision render by the Arbitrator.

14) Schedule A – Change SIMS to Maintenance Management System in Item 3 of Schedule A

15) Schedule B – Remove Mechanical Room classification. Move current employees Train 13.

16) Schedule B – Add new Train 13 Electronics Technician and Train 13 Mechanical Technician as per LOU

17) Short Call MOU on Sick Leave – Add into CBA

18) Article 5 – Adding Additional Language –

In the event of an emergency, where there are insufficient volunteers, the Company will fill its work needs by force assigning the least senior qualified employee within the job classification(s) necessary. NOTE: 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 expected and spontaneous situation that cannot be scheduled in advance.

19) Article 9 – Paid Time Off – Section 3 – Sub part c – Make this section permanent in CBA. Remove the sunset clause

20) Article 10: Seniority – Section 7: Add a section whereas all probation employees will be placed on a 9 month rotation whereas 3 months will be on each shift with RDO's TBD by site. All new employees will receive their 9-month rotation during first week of training.

21) Article 13 – Grievance And Arbitration: The company will provide the Union Office with copies of all and any form of discipline, including verbal's, within seven (7) business days which does not include weekend or holidays. Seven (7) day requirement listed in Section 1 of Article 15 will start once union receives copy of discipline via email and Union is required to provide written/electronic acknowledgement. Failure by the company will result in the matter being dismissed in full

22) Article 15 – Rates Of Pay: Add section for longevity pay: Company agrees to provide one (1) additional Paid time off day for all employees with twenty (20) years of service or more. Employees will be entitled to this extra day beginning January 1, 2024. This extra day is not a short call.

23) Seniority Retainer - Any Union member promoted to a Foreman or non-union position will have the option to retain his/her seniority. Employee must continue to pay union dues and in the event he/she is demoted or returns to his/her previous union position, they may do so with no loss of seniority. Said employee may not displace a junior employee when returning, however he/she may apply from open positions in which he/she is qualified for.