

# AGREEMENT

**ALSTOM TRANSPORTATION, INC.**

**AND**

**INTERNATIONAL ASSOCIATION  
OF MACHINISTS AND**

**AEROSPACE WORKERS**

**MAPLE LEAF LOCAL LODGE 2741**



**April 1, 2021 to March 31, 2026**

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## **AGREEMENT**

This Agreement is made and entered into this 1st Day of April, 2021, between ALSTOM Transportation, Inc., Hornell, New York facilities, (hereinafter referred to as the Company), and the International Association of Machinists and Aerospace Workers, District Lodge 19, Local Lodge 2741, AFLCIO (hereinafter referred to as the Union).

## **PREAMBLE**

**Section 1.** This Agreement is entered into by collective bargaining to promote labor harmony and to facilitate peaceful adjustment of grievances and disputes.

**Section 2.** It is the intent of the Parties that employees will receive fair and equitable treatment with respect to work assignments, shift assignments, vacation scheduling, and other matters.

## **ARTICLE 1 RECOGNITION AND COVERAGE**

**Section 1.** The Company recognizes the Union as the exclusive representative for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for all employees described herein.

**Section 2.** The bargaining unit shall consist of all employees of the Company working in sheet metal, carpentry and pipe fitting, machinists, welders, electricians, maintenance, store keepers, painters, utility persons, and warehouse employees while they are exclusively employed by the Company at the Hornell, New York facilities. Excluded from the coverage of this Agreement are guards, supervisors, office and clerical workers, quality control personnel, test technicians, technical and professional employees as defined in the National Labor Relations Act, as Amended. This Agreement represents the complete and full understanding of the Parties.

**ARTICLE 2  
NON-DISCRIMINATION**

**Section 1.** The Company and the Union mutually agree that there shall be no discrimination against any employee because of race, creed, color, sex, age, disability, marital status, handicap, national origin, gender identification, sexual orientation, political and religious affiliation in violation of the provisions of applicable Federal and/or State regulations. Words used in the masculine gender in this Agreement include the feminine.

**Section 2.** The Company will not discriminate against employees covered by this Agreement because of their union affiliation, position held in the union, or performance of their duties as a steward.

**Section 3.** No bargaining unit employee, supervisor or Company officer shall use abusive, rude or profane language when talking to one another. All such persons shall treat each other with respect and dignity.

**ARTICLE 3  
MANAGEMENT RIGHTS**

**Section 1.** The Company retains and shall exercise full and exclusive authority and responsibility for the management of its operations except to the extent otherwise agreed to pursuant to the terms of this Agreement.

**Section 2.** The foregoing enumeration of management rights shall not be deemed to exclude other functions not specifically set forth. The Company therefore retains all legal rights not specifically limited by this Agreement and all inherent management functions and prerogatives are retained and vested exclusively by the Company.

**ARTICLE 4  
UNION SECURITY**

**Section 1.** Every employee covered by the Agreement shall, as a condition of employment, obtain and maintain membership in the

Union, within sixty-one (61) consecutive calendar days of the effective date of this Agreement or the date of hire, whichever is later.

**Section 2.** The Company will, within fifteen (15) calendar days after receipt of written notice from the Union, discharge any employee who fails to pay the dues required by the Union.

**Section 3.** The Union agrees to indemnify and hold the Company harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the Company for the purpose of complying with any provisions of this Article.

**Section 4.** The Company shall be obligated under this Article to terminate the employment of any employee by reason of their failure to obtain or maintain membership in the Union, as required by Section 1 of this Article, upon receipt of written request for such termination from the Union. Provided, however, that the Company shall have the right to refuse such request if it has reasonable grounds for believing (a) that such membership is not available to the employee on the same terms and conditions generally applicable to other members, or (b) that membership has been denied or terminated for reasons other than the failure of the employee to tender a reasonable initiation fee or periodic dues uniformly required as a condition of acquiring and/or retaining membership.

## **ARTICLE 5 EMPLOYEE ORIENTATION**

**Section 1.** Within sixty (60) days following the effective date of this Agreement, the Employer will reproduce a sufficient number of copies of the Agreement for distribution. A copy of the Agreement will be distributed to each employee currently assigned to a position within the Bargaining Unit by the Union.

**Section 2.** Newly hired employees will be furnished a copy of this agreement by a Local Union Representative on day 1 of the Orientation Process directly after EHS presentation. Recalled employees and when requested, transferred employees, will be introduced by their Supervisor to their Union representative, i.e.: Shop Steward, who will provide a copy of this Agreement to

them and who will be afforded sufficient time to confer with the new hire. Local union participation will be included in the orientation process.

## **ARTICLE 6 NEW HIRES**

**Section 1.** New employees shall be considered probationary employees for their first 150 calendar days of active employment. Throughout this period supervisors will evaluate the probationary employee every 45-Days as to their work ethics and safety habits, productivity, skills and abilities, willingness to accept and perform varied work assignments, attendance and disciplinary records, and general attitude toward the team effort. Probationary employees will not be penalized in the review process because of time missed due to a bona fide illness or attending a funeral, however, the probationary period will be extended equal to the amount of time off. During the review process, probationary employees will be apprised of any evaluation that may result in termination. The evaluations will be done in writing and the affected employee and supervisor will sign the evaluation acknowledging such. These will be provided to HR and employee for record.

**Section 2.** Probationary welders with a certification (or 1 years' worth of job experience) will start at the appropriate Wage Rate. The company will self-certify within (60) days and if they fail, they will immediately go into the Level VII wage rate, however will still be considered probationary employees for the remainder of 150 calendar days probationary period.

Painters will receive the probationary wage rate (Level VII) until certified within the requirements of their classification (painting), at which time they will move to Painter V, however will still be considered probationary employees for the remainder of their 150 Calendar Days probationary period.

**Section 3.** Probationary employees may be terminated without the right of recall. Probationary employees will not be entitled to paid days off until completion of thirty (30) calendar days of active service. Such thirty (30) day period will be extended a number of days directly proportionate to time missed due to a

bona fide illness or attending a funeral.

**Section 4.** When probationary employees successfully complete the 150 calendar days worked probation period of employment, they will become a permanent employee. Painter V pay rate will be the rate established for their primary work classification after Certification. The seniority date for all employees shall be the original date such employee first performed regular compensated service pursuant to the terms of this agreement. Probationary welders with a certification (or 1 years' worth of job experience) will start at the appropriate Wage Rate. The company will self-certify within (60) days and if they fail, they will immediately go into the Level VII wage rate.

**Section 5.** Beginning July 1, 2010 all new hires, recalls, and rehires will, as a condition of employment, sign up for direct deposit of all paychecks, bonus pay out and any other monetary compensation paid to them by the company.

The regular payday will be every Friday to align with all U.S. companies.

**Section 6.** There shall be no new hires when there are employees on lay-off or furlough status with recall rights unless mutually agreed by both parties. Both parties mutually agree that Voluntary Lack of work offered to employees will not prevent hiring. (Voluntary Lack of Work is defined as no more than two (2) consecutive weeks unless mutually agreed to extend by both parties.)

## **ARTICLE 7 PERFORMANCE EVALUATIONS**

**Section 1.** After employees have successfully completed their probationary period, they will be evaluated semi-annually each April and October (One midyear periodic review, one annual appraisal) per the Company Performance Management Cycle. The evaluation is a tool to properly evaluate individual performance and provide feedback to employees.

**Section 2.** For purposes of this agreement "Skills and Ability" will generally be evaluated through the following individual criteria: Performance, Special Processes, Skills, Experience, Quality, EHS, and Disciplinary Record (six months (6) rolling



for verbal warnings, twelve months (12) rolling for written warnings or above)

**Section 3.** Each employee will be assessed by their supervisor semi-annually each April and October using the Alstom Performance Management Cycle Tool. In these semi-annual April and October assessments a list of Job Performance Elements shall be used to evaluate individual performance, in addition to any of the Site Objectives as applicable and cascaded throughout the organization. These Job Performance Elements shall be known as Appendix B and shall be made part of this Collective Bargaining Agreement.

**Section 4.** Alstom Performance Management Cycle is an ongoing process, its aim is to identify and recognize employees' individual strengths, as well as areas requiring improvement, and set goals for personal development and improvement. It consists of regular, timely, constructive feedback and dialogue and entered into the Company Performance Management Software, with a copy given to each craft employee. If at any point during this process the employee cannot reach agreement with their supervisor, the issue may be raised to their respective Union Representative who may review the situation with Human Resources.

**Section 5.** If any employee is found to be lacking in their performance and/or behavior, an Action Plan shall be initiated by the employee or supervisor, with input and reviewed with his/her supervisor, periodically updated by the employee and the supervisor and closed when completed and signed off by the supervisor and the employee.

**Section 6.** In the event the action plan is not successfully completed in the agreed upon time frame the Corrective Counseling Parameters of Article 29 may be invoked.

## **ARTICLE 8 WORK FORCE PROFILE**

**Section 1.** Employees shall be classified to properly reflect the work to which assigned. Employees who perform similar type work shall all be classified the same and be compensated accordingly. The minimum percentages of the work force working in each

classification established by Wage Schedule shall be maintained as stated in Section 2, below. The number of employees actually working in each classification will be decreased only if employees are laid off or when the work force is reduced because the Company elects not to fill a vacant position. However, should an employee not maintain the performance rating required for their pay grade level as shown in Article 26 Promotions for two (2) consecutive performance appraisals they will be reduced 1 Level.

Adjustments in the work force profile due to 10% increase or 15% decrease of manpower requirements will be made, or once every six (6) months, whichever occurs first. Active employment level is defined as the number of active employees immediately preceding a hire, recall, or layoff. No employee shall be reduced more than one classification during an adjustment period.

In calculating the number of employees to be in each classification, it is understood that a percentage point of .50 will be rounded up to the next whole number and percentage of less than .50 will be dropped to lower whole numbers, except that employees assigned to positions identified as Manufacturing Specialists will not be calculated in the top five classifications of the work force profile in Section 2 of this Article.

**Section 2.** The Company will utilize the concept of work force profile as follows:

Work Leaders.....9%  
Manufacturing Specialist

Mechanic I.....11%  
Welder I  
Electrical I  
Warehouse Worker I  
Painter I

Mechanic II.....12%  
Welder II  
Electrical II  
Warehouse Worker II

Painter II

Mechanic III.....13%

Welder III

Electrical III

Warehouse Worker III

Painter III

Mechanic IV.....16%

Welder IV

Electrical IV

Warehouse Worker IV

Painter IV

Mechanic V.....39%

Welder V

Electrical V

Warehouse Worker V

Painter V

Level VI and Level VII - Wage Schedule

**ARTICLE 9  
TRAINING**

**Section 1.** The Company will provide instructions to the employees as to the Company's methods of operation as well as specific task and skill training. In addition, the Company will carefully assess a probationary employees' prior work experience and training to determine the level of initial on-the-job training an employee will receive.

**Section 2.** Employees will receive specific task, skill training, and cross-training to meet production demand and/or to broaden their capabilities. Specific task skills training and/or cross training will be reflected on the skills matrix after successful completion by the employee. Employees interested in improving their skillset and/or cross training may do so by filling out a training/cross training interest form and submitting to the union and company.

**Section 3.** All employees are required to support and participate in the Company's training programs in either the capacity of

being trained or in assisting in the training of others. In regard to on the job training the Company will utilize Line Leaders to the maximum extent possible for the purpose of training other employees.

**Section 4.** The Company, in recognition of the Union's interest in developing or enhancing employee work skills, agrees to seek available training funds from governmental agencies in order for interested employees to voluntarily participate in the training process outside their scheduled work hours.

**Section 5.** The joint Labor Management Committee will meet every month beginning in January of each year or more often as may be required to discuss and plan training issues.

## **ARTICLE 10 UNIT WORK**

**Section 1.** It is understood and agreed that none but regular assigned Bargaining Unit employees of the Company who are represented by the International Association of Machinists and who are subject to the terms of this Agreement shall be permitted to work with tools and equipment to meet the Company's production, warehouse and maintenance of facilities requirements, except as follows:

- a) Deviations to this article will be mutually agreed to by the Union committee and the Company
- b) The Local Union President shall be notified in writing 14-days prior to where service requirements exceed the skills of the regular working force to perform the necessary kinds of work involved, except in the case of supplier liability repairs;
- c) in performing quality control inclusive of MRB and NCR process
- d) all test related work outside of 'go/no-go' continuity, dielectric and hi-pot preparation on serial manufacturing lines with the exception of instances where these tests are performed in conjunction with another test.
- e) for instruction and training purposes;
- f) for test, experimentation purposes, and/or prototyping

purposes. Shall not exceed 3 Car Sets. (married pairs, train sets)

- g) in emergencies not directly related to meet production needs and/or the maintenance of facilities;
- h) and when customer contract specifications require the utilization of outside personnel to meet Disadvantaged Business Enterprises (DBE), Minority Business Enterprises (MBE), Small Business Enterprises (SBE), and Women Business Enterprises (WBE) requirements necessary to acquire the work.
- i) In compliance with the AZDP/Zero Deviation Process/EHS Requirement, all facility electrical work is outsourced.
- j) To ensure safety compliance, effectiveness of operations or preventative maintenance for critical machinery and equipment is outsourced based upon current/past practice as identified below:
  - All cranes
  - Track mobile
  - Fork lifts
  - Trumpf press brake/punch press
  - Pratt-Whitney
  - Genie lift
  - VPI
  - Shop air compressors
  - Induction Brazer
  - Ovens
  - HVAC (facilities related)
  - All car shell related manufacturing equipment
  - Landscaping and snow removal (unless bargaining unit employees fall below 100 employees)

Future additions to this list will be mutually agreed upon.

**ARTICLE 11  
JOINT LABOR-MANAGEMENT  
COMMITTEE**

**Section 1.** The Parties to this Agreement hereby recognize the necessity of cooperation and the elimination of disputes and

misunderstandings and to secure this end, it is hereby agreed that a Joint Labor-Management Committee Meeting be held once a month or as requested. Such request shall be in writing identifying the matter(s) to be discussed.

**Section 2.** The Employee Committee shall consist of the Union President, Vice President and appropriate Division Steward(s). The Parties shall, at such meetings, present facts concerning a practice or condition which might lead to a misunderstanding or dispute between the Parties.

**Section 3.** The Parties will exchange, seventy-two (72) hours prior to the joint labor management committee meeting, an agenda of the items each Party wishes to discuss at the scheduled meeting.

**Section 4.** The joint Union Management Committee shall review group insurance benefits to promote economical and high-quality health care.

**Section 5.** The Company will advise the Union of any updates to the AZDP (ALSTOM Zero Deviation Policy), existing policies or new policies at the meeting.

## **ARTICLE 12 HOURS OF WORK AND OVERTIME**

**Section 1.** The normal workweek shall be Monday through Friday (employee's work week may vary according to the needs of the Company and shall commence at the starting time of their assigned shift and shall continue for five (5) consecutive days). Eight (8) consecutive hours, exclusive of the lunch period, shall constitute a standard workday, and forty (40) hours shall constitute a standard workweek.

However, the company may establish and implement a 4-day, 10-hour shift configuration. Under normal circumstances participation will be voluntary, unless otherwise determined by the production schedule and/or special projects. Volunteers will be given consideration through the use of Shift Interest Form. The shift configurations will not use rolling days. Details associated with 10-hour days are found in Appendix A.

**Section 2.** The workday for each employee shall commence at the starting time of their assigned shift and continue for a twenty-

four (24) hour period. Employees are required to be properly dressed with company issued uniforms, work tools and PPE, i.e. bump caps, safety glasses, and steel or composite toed shoes required for their work assignment and regularly assigned safety equipment at their designated place of work during working time. The Company shall determine starting and quitting time for each shift; however, the day shift shall not commence prior to 6:00 a.m. nor after 8:00 a.m., the second shift shall start no later than four (4) hours after the first (1st) shift ends. Starting and stopping times may be changed or adjusted by mutual agreement of the Parties.

**Section 3.** Lunch periods will be as near the center of the shift as possible but may be staggered when necessary to meet operation requirements.

**Section 4.** The Company may work such shifts as are necessary to assure efficient and timely operations. Some operations may operate on a twenty-four (24) hour per day basis. Employees will be advised of their shift assignments. Employees will be given (5) working days' notice when shift assignments change. (Notification will be given within 1 hour of the start of their work week.)

**Section 5.** The Company and the Union shall cooperate to reduce the need for overtime. Overtime compensation shall be at the rate of one and one-half (1-1/2) times an employees' straight time rate for all credited hours in excess of forty (40) hours in a week, including all excused unpaid time off, and for all hours worked on the sixth day of the workweek. There shall be no pyramiding of overtime pay. Overtime compensation on the seventh day of a workweek shall be at two (2) times employees' straight time rate. In order to qualify for two (2) times rate as provided above the employee must have worked or been compensated for forty (40) straight time hours and must have worked scheduled work shift on the sixth day of work week. This shall include probationary employees. On a scheduled overtime workday, any employee whose work is complete and verified by their supervisor will be allowed to clock out and leave.

**Section 6.** When it is necessary to work overtime, where reasonable and practical for the efficient operations the overtime will be distributed as fairly as possible on a voluntary basis among the employees, qualified to perform the

work involved. In the event that sufficient number of qualified volunteers are unavailable, the Company shall assign employees as required to support the MPS; such employees will be required to do only such work as called for. If an employee completes his overtime assignment prior to the end of the shift, he will, upon request, be released from service, however, the Company may ask the employee to perform other overtime work that the employee can accept or reject. This does not relieve the employee from performing the normal and customary clean-up associated with the work assignment.

When scheduled overtime is required the Company will provide the employee impacted as much notification as feasible however no less than 5 working days. (Notification will be given within 1 hour of the start of their work week.)

Scheduled overtime will be capped at twenty (20) hours per week for no longer than four consecutive (4) months, after which there will be a one (1) month break before scheduled overtime can be required again. This does not preclude any employees from voluntary overtime.

Upon request, employees will be permitted a minimum of two (2) consecutive rest days each calendar month. A record of all overtime worked in each department designated by Supervisor by each employee will be maintained by the Company and furnished to the Union within ten (10) days of the preceding calendar month.

**Section 7.** Each employee shall have a ten (10) minute paid rest period during the first (1st) half of each day worked and a ten (10) minute break period during the second (2nd) half of each workday.

### **ARTICLE 13 PAY RATES AND TRAVEL PAY**

**Section 1.** The rates of pay for employees within the bargaining unit will be those specified in "Wage Rates", which are attached and made a part of this Agreement. Additional compensation for seniority will be as specified in Schedule "B" and made a part of this agreement.

**Section 2.** When employees are required to travel greater than 50 miles away from the Hornell Facilities, the Company will pay, in



addition to the appropriate hourly rate, all expenses such as travel, lodging and per diem based upon the location as defined by [www.gsa.gov](http://www.gsa.gov) (U.S. General Services Administration), directly relating to attendance except in circumstances beyond the employees control. Associated travel time will be compensated door to door.

**Section 3.** When an employee is required to travel less than 50 miles away from the Hornell Facilities, the company will provide a mode of transportation to such location or reimburse employee for mileage for using their own personal vehicle. Mileage will be based on the published GSA Rate at time of travel. Associated travel time will be compensated door to door.

#### **ARTICLE 14 CALL IN PAY**

**Section 1.** Where an employee reporting for work on the call of the Company at any time other than his/her regular working hours, shall be paid at the rate of one and one-half (1-1/2) times his/her regular rate of pay for the period worked at his/her place of work in response to the call in, any time not worked shall be paid at regular rate up to the balance of (4) hours.

**Section 2.** Where an employee reporting for work on the call of the Company on a statutory holiday and/or 7<sup>th</sup> day, shall be paid at the rate of two (2) times his/her regular rate of pay for the entire period spent at his/her place of work in response to the call in, any time not worked shall be paid at regular rate up to the balance of (4) hours.

#### **ARTICLE 15 REPORTING IN TO WORK**

**Section 1.** All employees are required to notify the office twenty-four (24) hour answering service prior to the start of their shift if they are going to be late or miss work for whatever reason, however if circumstances beyond the employee's control prevent the employee from advising his supervisor of the need to be absent prior to the beginning of his shift, the

employee will notify his supervisor as to the causes of such absence as soon as possible. Failure of employees to report their absence or tardiness is grounds for disciplinary action unless the employee subsequently demonstrates that circumstances beyond his control prevented such notification. Reporting an absence does not necessarily make it excused.

**Section 2.** Should any employee receive an unexcused absence as a result of this article, he/she will be notified in writing with signatures by both parties within five (5) working days of the instance, providing both parties are available, and a reasonable explanation provided why the instance was considered unexcused.

**Section 3.** The twenty-four (24) hour answering service phone number to record such messages is: **(607) 281-3340**. Notifying the twenty-four (24) hour answering service is equivalent to notifying employee's supervisor.

## **ARTICLE 16 VACATIONS**

**Section 1.** Employees will be eligible under the following schedule effective January 1, 2011:

Six (6) months but less than one (1) year	40 hours
One (1) year, but less than five (5) years	80 hours
Five (5) years, but less than fourteen (14) years	120 hours
Fourteen (14) years, but less than twenty-five (25) years	160 hours
Twenty-five years	200 hours

All incremental vacation awards will be effective on anniversary date and prorated on a monthly basis including the month of anniversary. To be eligible for vacation the employee must have worked in the calendar year the vacation is taken. Upon recall vacation will be prorated for any employee rehired on or after July 1<sup>st</sup>. The vacation will be prorated on a monthly basis including the month of return. Recalled employees who terminate, must have worked forty-five (45) days before any vacation will be paid out. The prorated vacation must be scheduled at the time of the annual vacation request submittal.

**Section 2.** Employees that are separated from the Company for whatever reason will receive any eligible unused vacation pay they have earned. Pay while on vacation will be at the employee's rate in effect at the time the vacation is taken or paid.

**Section 3.** Employees will be required to submit vacation requests before the end of the second full week of January of each year. The Company will publish vacation schedules no later than February 15<sup>th</sup>. In cases of conflict between two or more employees desiring the same vacation period, seniority shall govern. The Company may elect to schedule a production shutdown up to 40 hours at any time during a calendar year. Based on mutual agreement a second shutdown may also be scheduled. If agreed the shutdown will occur over the Thanksgiving or Christmas Holiday.

During shutdowns all employees will be required to use vacation time and/or Personal Illness/Personal Business (PIPB) time. The Company will endeavor to execute the shutdowns as scheduled, however if business conditions require that an employee work during the shutdown period and the employee cannot schedule the remaining vacation days (only the number of days equivalent to the shutdown period), the employee will be paid for the unused vacation time in the next calendar year. The Company will schedule shutdowns by the 1st of January each calendar year for vacation scheduling purposes. The Company and Bargaining Unit will mutually agree upon the additional shutdown requirements. The Company will not schedule any production shutdowns in the first quarter of any calendar year.

For vacation scheduling purposes, effective January 1, 2017, no more than 15% of any given Plant/function can be granted vacation for any given day/period. For the purposes of the Christmas and Thanksgiving holidays the % used for this calculation will be increased to 17%. If the production requirements allow this % may be increased to 25% for these holidays.

Subsequent choices for vacation will be granted in the same manner. If an assigned vacation is to be advanced or deferred by management or the employee, the parties will be given as much advance notice as possible; not less as ten (10) working days' notice shall be given except when management determines that

emergency conditions prevent such notice.

**Section 4.** At the time of vacation scheduling an employee may request one (1) week of vacation to be taken on a day-by-day basis, or in one hour or more hour increments. Any individual vacation day must be scheduled forty-eight (48) hours prior to the requested day, and cannot be taken on the scheduled workday preceding or following a holiday dependent upon production requirements; exceptions to this provision may be granted. However, final determination for granting vacation time will rest exclusively with the company.

**Section 5.** Employees who are eligible for retirement and are retiring in the following year, may elect to carry over up to forty (40) hours of vacation for pay out in their retirement year. Requests must be made no later than December 1<sup>st</sup> of the year preceding retirement.

## **ARTICLE 17 HOLIDAYS**

**Section 1.** Each employee who has been employed at least thirty (30) calendar days, or as adjusted for time missed during probationary period, whichever greater, will receive eight (8) hours pay at their straight time hourly rate for twelve (12) designated holidays annually. These holidays will be in conjunction with the ALSTOM US holiday schedule beginning January 1, 2011.

**Section 2.** In order to receive holiday pay, an eligible employee must work his last scheduled approved work hours preceding the holiday, and his first (1st) scheduled approved work hours following the holiday unless circumstances beyond the employees control prevents him from doing so. This does not preclude an employee who has been excused from working his full shift by the Production Manager from collecting holiday pay. Employees on approved vacation at the time of a designated holiday shall receive the holiday pay and the holiday will not be counted as a vacation day.

**Section 3.** Eligible employees who are required to work on a designated holiday will receive their regular holiday pay in addition to the double time rate paid for all hours worked.

**Section 4.** Holiday Schedule will be posted no later than January 1st each year.

**Section 5.** Holiday pay will be credited as hours worked for purposes of determining overtime.

**Section 6.** Employees on Military leave or duty shall be paid for holidays falling during their Military leave or duty.

**ARTICLE 18  
PERSONAL ILLNESS PERSONAL BUSINESS**

**Section 1.** All employees will be eligible to earn paid leave per calendar year for Personal Illness/Personal Business (PIPB).

On Jan 1 of each calendar year, 30 hours of PIPB will be granted to each employee. After which, the leave will be accrued at a rate of 1 hour for every 30 hours worked.

The allocation of PIPB hours are defined in the following table:

**PIPB ENTITLEMENT TABLE**

Years of Service	Hours		
	Base	Incentive PIPB	Total
≥ 10	64	8	72
≥ 5	56	8	64
<5	56	0	56

Incentive PIPB is earned when employees with 5 or more years of service work six (6) consecutive months without being absent for any reason shall earn an additional four (4) hours of PIPB. (Capped at 8 hours per year)

This PIPB leave may be used as personal or family illness/care and or personal business and may be used in one (1) hour or more hour increments. Employees will request approval from his/her supervisor forty-eight (48) hours in advance of their desire to utilize any PIPB, except in bona fide emergencies (a serious matter beyond the control of the employee).

For absences greater than three (3) consecutive scheduled workdays the company may require verification as to the reason for an employee's absence.

**Section 2.** Any unused PIPB time will be paid out by the last pay period of January.

**Section 3.** An employee may call in or take off up to four (4) times per year and designate either vacation or PIPB to be credited as hours worked for those days. An employee will earn one (1) additional call in when employee works six (6) consecutive months without being absent. For the purpose of this section, a call in may only cover a single occurrence and cannot be used for more than two (2) consecutive days as outlined in the current Attendance policy.

Employees absent due to union business, active military (except for deployments longer than two (2) consecutive weeks) or jury duty will be credited as hours worked for the purpose of this Article.

## **ARTICLE 19 JURY DUTY**

**Section 1.** An employee who is called upon to serve as a juror shall be granted jury duty pay for each day served as a juror, or prospective juror. Jury duty pay shall be granted only for days on which the employee would otherwise have worked a regular scheduled shift. Employees on the second or third shift who are summoned and serve a minimum of four (4) hours will be granted jury duty pay, provided they do not work their scheduled shift.

**Section 2.** Pay hereunder shall be computed at the employee's current rate of pay and shall not exceed the employee's scheduled workday hours per day.

**Section 3.** An employee who is summoned for jury duty must immediately present such summons to the supervisor to receive jury duty pay. The employee must provide the Company with a statement signed by an official of the Court certifying the employee's service as a juror, or prospective juror, and the date(s) and hours of service.

**ARTICLE 20**  
**BEREAVEMENT**

**Section 1.** When a death occurs in the employee's immediate family, paid bereavement leave will be allowed for forty (40) hours at the regular straight time rate for a week of bereavement leave. For purposes of this Article "immediate" family shall include spouse or domestic partner, children, mother and father. The employee can save one day for activities related to the death. This day is to be used within ninety (90) calendar days of the death. Exceptions to extend the ninety (90) calendar days can be granted on a case-by-case basis. For purposes of this section "domestic partner" will be determined based on the individual's eligibility to be insured by the Company's Health Insurance Plan.

**Section 2.** When a death occurs in the employee's family, paid bereavement leave will be allowed for three (3) working days at the regular straight time rate for each day of bereavement leave. For purposes of this Article "family" shall include, son-in-law, daughter-in-law, mother-in-law, father-in-law, sister, brother, grandchildren, grandfather, grandmother, and step relations. Step relations for the purpose of this article will be defined as step parents, step children and step brothers and step sisters. In addition, should the funeral of a great grandparent, sister-in-law, brother-in-law, aunt, uncle, niece or nephew (but not step relations) fall on a working day, the employee will be allowed one (1) working day bereavement leave at the regular straight time rate.

**Section 3.** Pay hereunder shall be computed at the employee's current rate of pay and shall not exceed the employee's scheduled workday hours, as reflected in their number of hours in their assigned workday.

**Section 4.** Employees must notify their supervisor as soon as practicable of the need for funeral time off and they must provide evidence of the death upon their return to work. a juror, or prospective juror, and the date(s) and hours of service.

**ARTICLE 21**  
**LEAVES OF ABSENCE**  
FMLA OR MANAGER/HR APPROVAL

**Section 1.** When an employee is unable to work an extended period of time due to an off the job illness or injury, the employee will be granted an unpaid medical leave of absence equal to one half (1/2) his length of Company service, or a maximum of eighteen (18) calendar months following the month the employee's disability occurs, whichever is greater if the employee provides the Company with a signed letter from his doctor stating he is unable to perform the work required of his classification.

**Section 2.** During an approved medical leave of absence, the Company will pay the cost of continuing the employee's medical insurance for four (4) months effective the first (1st) of the month following the start of the leave of absence. The employee(s) on a medical leave of absence may continue their medical coverage after the four (4) month period by paying the Company's actual cost of coverage until the end of their leave of absence period. The payment must be received at the plant's administrative office by certified mail by the first (1st) of the month for the next month's extension. If the payment is not received by the first (1st) of the month, insurance coverage will not be continued.

**Section 3.** An unpaid general leave of absence may be granted for a period of up to sixty (60) calendar days. Employees must apply for an unpaid general leave of absence through their supervisor who will review and approve the request providing the absence will not adversely affect the Company operations. All requests will be considered only on the basis of the employee's circumstances and the extent to which the employee's absence will have an adverse effect on the Company's operations. The Production Manager must approve any extension request of such leave. Employees who return to work from an unpaid general leave of absence, on or before the agreed upon time within the sixty (60) day period, will be returned to the work force in the same classification they would have held if they had not gone on the leave of absence.

**Section 4.** Upon written notice from the District Lodge #19 I.A.M.A.W. to the Human Resources Director, employees elected or



appointed to recognized and regular fulltime positions with the Union will be granted appropriate leaves of absence with the Company for the duration of their term of office. Upon receipt of a one (1) week advance notice a leave of absence will be granted to a maximum of five (5) employees at any one time who are acting as union officials for attendance at conventions or for education purposes.

**Section 5.** Employees on temporary disability due to an on-the-job illness or injury shall be granted a leave of absence and shall be considered on inactive status until such employee is released to perform the available work or certified as permanently disabled.

**Section 6.** Employees will not be considered active employees while they are on leave of absence or inactive status and will not receive vacation credits during this period except as provided by the provisions in Article 15, Section 1 (To be eligible for vacation the employee must have worked in the calendar year the vacation is taken).

**Section 7.** An employee on an approved leave of absence will be eligible for continued insurance coverage under the federal Consolidated Omnibus Budget Reconciliation Act of 1986.

## **ARTICLE 22 GROUP INSURANCE**

**Section 1.** Effective April,1 2021, Union employees will have access to the ALSTOM US Benefit Plans as follows:

Medical

Dental

Vision

Life Insurance Plans

Effective January 1, 2022, the employee contributory cost per week through payroll deductions will be as follows:

### Weekly Payroll Deduction

Coverage	Classic	Choice	Prime	HDHP	Dental	Vision
<b>Family Coverage</b>	\$ 26.81	\$ 57.90	\$ 134.43	\$ 24.38	\$ 8.98	\$ 4.69
<b>Employee plus one</b>	\$ 16.96	\$ 36.66	\$ 85.14	\$ 15.45	\$ 4.87	\$ 2.65
<b>Employee only</b>	\$ 8.13	\$ 17.53	\$ 40.73	\$ 7.39	\$ 2.57	\$ 1.33

Employees' cost will be paid via weekly payroll deductions.

The company shall provide premiums for an upcoming calendar year no later than 1-Dec of each year.

In the event the Alstom Group premiums increase greater than 10% year over year then the employee contribution will be based upon no more than a ten (10) percent escalation.

For example, if the Alstom premiums increase by twelve (12) percent, the new employee weekly contribution will be based on no more than ten (10) percent of the increase.

If the increase of the cost of the Alstom premiums is less than 10 percent, the full increase will be applied to the employee weekly contributory cost per week.

All employees and their eligible dependents will become eligible for this plan on the day employment begins. Coverage ends on the last day of employment. The Insurance Booklets specify the definition of eligible dependents and levels of coverage. Booklets will be provided to all eligible employees.

**Section 2.** Employees have the option of electing not to be covered under the plan and may re-enroll when a change in family status occurs or during the annual open enrollment period. If an employee opts out of the Group Medical Insurance, he/she will receive a ten dollar per week compensation. Evidence of alternate coverage must be submitted annually. The compensation will commence on the first week of the following month of receiving the evidence.

**Section 3.** A joint Union-Management committee shall be established to review the Group Insurance benefits and consider recommendations for changes therein from time to time.

**ARTICLE 23  
TOOLS**

**Section 1.** The Company will specify and provide the required tools for each primary work classification and function. The grade and quality of the tools will be designated by the company.

**Section 2.** Employees are responsible for securing their personal possessions. The Company will provide a secure, designated location(s) for employees to store their personal possessions and the employees will be responsible to furnish a secure lock and properly store their personal possessions only in such location(s). However, if properly stored personal property is stolen and evidence of breaking or theft is present, the employee will not be held responsible and the Company will replace any stolen property with items of like quality, up to \$200.00.

**Section 3.** The Company will provide specialty tools that will be signed out to the employee on a daily basis, with the employee expected to take reasonable care and accountability until returned. In the event that a company specialty tool is found to be missing, immediate notification must be made to the employee's Supervisor.

**ARTICLE 24  
SAFETY AND SANITATION**

**Section 1.** Any protective device or other safety equipment, that is required by local, state or federal laws and regulations to protect employees from injury will be provided by the Company without cost to the employee and will be worn and utilized by the employees in the performance of their job. Employees would utilize such devices and equipment for the purposes intended and will ensure that such are well cared for and not abused or stolen. Personal safety items issued to employees, such as

non-prescription and Company approved prescription safety glasses or bump caps, will be replaced as needed by the Company at no cost to the employee. Unless such old items are reported as lost or stolen such items will be turned in at the time of replacement. Prescription glasses purchased by the employee need not be turned in.

Starting January 1, 2014, the Company will bring a Mobile Safety Shoe Supplier to the site, as needed, to provide Safety Shoes to each employee once per year. Each employee will receive a shoe allowance for the exclusive use of the employee of \$120.00 per calendar year to be used in making a selection from the designated Mobile Safety Shoe Supplier. If an employee selects a shoe of greater value than the options, she/he will be responsible to pay the difference. If an employee selects a shoe of lesser value than the allowance, the balance will be available for the remainder of the calendar year.

**Section 2.** In order to promote a safe working environment for all employees, the Parties mutually agree to encourage and promote safety as a priority consideration among the employees.

**Section 3.** The Company and Union agree to establish a Safety Committee consisting of Company representatives and an employee representative from each shop. Copies of the minutes of any Safety Committee meeting will be given to the Committee members.

**Section 4.** The Company shall maintain an emergency first-aid station within each shop to care for its employees in case of injury.

**Section 5.** When a work-related injury occurs in the plant in which medical treatment outside the plant is required, and it is determined unsafe for the employee(s) to proceed by themselves, the Company shall provide transportation to the hospital.

**Section 6.** The Company shall furnish and provide clean, safe working conditions, which shall also include clean sanitary lunch areas, adequate locker accommodations, washing facilities and toilets that the Company and Union agree shall be maintained in a condition consistent with this Article.

**ARTICLE 25**  
**EMPLOYEE SUBSTANCE ABUSE PREVENTION PROGRAM**

The substance abuse policy and prevention program in effect on June 1, 2017 is incorporated herein by reference.

**ARTICLE 26**  
**PROMOTIONS**

**Section 1.** Promotions to higher rated classifications will be made on the basis of Company needs and requirements.

Level VII will be the entry level position and employees will remain at the level for the first 12 months of active employment at which time they will automatically be promoted to level VI as long as they have achieved a Skill and Ability rating of 2 or higher and has no record of disciplinary action taken, six (6) months rolling for verbal warnings, twelve (12) months rolling for written warnings or above. Level VI employees will remain at the level VI position for months thirteen (13) through month twenty-four (24) of active employment, at which time they will automatically be promoted to level V as long as they have achieved a Skill and Ability rating of 2 or higher and has no record of disciplinary action taken, six (6) months rolling for verbal warnings, twelve (12) months rolling for written warnings or above.

Promotions of employees will be based on skill, ability and seniority. Performance Evaluations will be done in accordance with the ALSTOM Performance Management Cycle (PMC) and be conducted twice annually (April and October) Performance Evaluations will be utilized as a qualifier for skill and ability for promotions and the employee has no record of disciplinary action taken, six (6) months rolling for verbal warnings, twelve (12) months rolling for written warnings or above and employees have achieved the evaluation ratings per the chart below :

<b>Classification</b>	<b>Review Avg</b>
<b>Work Leaders / MS</b>	>3
<b>I</b>	>2.8
<b>II</b>	>2.6
<b>III</b>	>2.4
<b>IV</b>	>2.2
<b>V</b>	>2
<b>VI</b>	>2
<b>VII</b>	

To maintain WL/MS, review average must be above a 2.7

To maintain level I, review average must be above a 2.5

To maintain level II, review average must be above 2.3

To maintain level III, review average must be above 2.1

For the purpose of promotions to job classification level V, IV and level III no employee shall be promoted more than one level during a promotion.

For promotions to the level II and higher employees may be considered to move more than 1 level based upon Skill, Ability and Seniority.

**Section 2.** The Company will provide the local Union President a list of all vacancies to be filled and who will be awarded such vacancies for promotions to job classification level V, IV and III and post such on both Company and Union bulletin boards no later than 15 working days after the workforce profile adjustment is required.

The Company will provide the local Union President a list of all vacancies to be filled for job classifications level II and higher and post such on both Company and Union bulletin boards no later than 15 working days after the workforce profile adjustment is required. The list will identify the number of job classifications to be filled, the shift and workweek, the scheduled locations of the jobs, and the description of the work required. Job openings will be posted for a minimum of five (5)

workdays and will be filled no later than five (5) workdays after the closing of the posting. First consideration will be given to those employees that submit an "Employee Job Interest Form" to the Company Human Resources Department with a copy of such to the Division Steward. Employees may submit such forms at any time. A copy of the form is attached to the Agreement and is considered a part hereof.

**Section 3.** The Company will notify the Union prior to implementation and if requested, the Company will provide documentation for the basis of the selection.

**Section 4.** Initial job postings resulting from Section 2 for job classification level II and higher above will reflect the specific location of the shop and work shift (1st, 2nd, or 3rd) for each classification and description of work required with special qualifications, if required (CDL, Lathe, etc.). Vacancies resulting from these job awards will be awarded as promotions based on skill, ability and seniority. Incumbents in classification may be transferred from location to location, shift-to-shift, based on production needs and requirements.

## **ARTICLE 27 LAYOFF AND RECALL**

**Section 1.** In the event of an employee reduction-in-force (lay-off), said reduction-in-force will be based on skill, ability and seniority. In the event that the senior employee cannot demonstrate the required skill and ability to perform the work that remains, he will be reduced-in-force and the next senior qualified employee will be retained. The requirement that the employee can perform the type of work that remains would not apply to work requiring a brief familiarization period before the employee can step in and perform the work of the assigned job. For the purposes of this article a brief familiarization period is defined as a period of time for the employee to familiarize themselves with the type of work for which being retained and demonstrate the skill and ability to perform said work in a proficient and quality manner. An employee qualifying for a brief familiarization period will be afforded the opportunity to exhibit their relevant skill and ability in a demonstration based upon the methods time + 20%, if the employee

cannot demonstrate the required skill and ability for that position , they will be reduced in force. If successful the employee will continue to be evaluated for the balance of five (5) working days at which point the employee, if successful, will be retained, if they cannot demonstrate the required skill and ability they will be reduced in force.

**Section 2.** The Company agrees to notify the local Union President of all anticipated layoffs for the following month at the Joint Labor Management meeting. Any employee scheduled to be displaced shall be notified a minimum of five (5) working days prior to the date of separation.

**Section 3.** Employees that suffer a reduction-in-force shall be retained on a recall list for a length of time equal to their service, but not longer than three (3) years. No permanent employee will be recalled or rehired at a pay classification that is more than one grade lower than the pay classification that they had previously held prior to lay-off providing the parameters of the workforce profile can be achieved. At the time of lay-off all impacted employees will have their Performance Evaluation updated and validated with their current supervisor and their respective Union Representative if requested by the evaluated employee.

**Section 4.** Employee recall shall be based on skill, ability and seniority. Performance Evaluations will be utilized as a qualifier for skill and ability for recall, in addition to any additional skill and ability attained while in layoff status by the employee as provided to and validated by the Company. The Company shall give recalled employees at least five (5) working days' notice to report; such notice shall be by registered or certified mail at the last address furnished by the employee to the Company. Employees not reporting within this noted period will be removed from the recall list unless prevented from reporting due to circumstances beyond his/her control.

**Section 5.** In the event of a layoff all probationary employees will be laid off by impacted station order before any permanent employees, with the exception of any permanent employees with less than twenty-four (24) months of employment.



**Section 6.** Furloughs can be exercised when needed by plant, project, or workstation, provided there is a complete agreement between the parties.

**ARTICLE 28  
NO STRIKES AND NO LOCKOUTS**

**Section 1.** Prior to assertion of grievances as herein provided, and while questions of disputes, disagreements or grievances are pending, there will neither be a shutdown or a lockout by the Company nor suspension of work in whole or in part by the employees.

**Section 2.** The Company shall not cause, permit or engage in any lockout of its employees during the term of this Agreement.

**Section 3.** The Union shall not authorize, cause, engage in, sanction, recognize or assist, nor will any employee take part in any slowdown, work stoppage, sympathy strike, strike, picketing or other concerted interference against the Company, occurring at or around the Company's premises during the term of this Agreement, regardless of the identity of the persons or organizations who initiate such action. The Union shall not be liable for acts of employees for which it has no responsibility.

**ARTICLE 29  
CORRECTIVE COUNSELING**

**Section 1.** Corrective Counseling (with the exception of the Positive Attendance Policy) will be collectively handled as defined in the Corrective Counseling Action Process, (verbal warning, written warning, final written warning, suspension, and discharge). The process will be followed as outlined, however, depending on the severity of the infraction will determine at which step the process will start.

**Section 2.** An employee charged with an offense shall be furnished with a letter stating the precise charge or charges against him. A copy of such notice shall be furnished to the employee and President of Local Lodge 2741 within ten (10)

working days of the alleged offense. The employee shall be provided with an elected Union Representative.

**Section 3.** No employee shall be subject to discipline if the Company fails to comply with the provisions of this Article.

**ARTICLE 30  
DISCIPLINARY PROCEDURE FOR  
SUSPENSION AND DISCHARGE CASES**

**Section 1.** Employees shall not be suspended or dismissed until after a fair and impartial investigation, unless they shall accept discipline to be assessed (other than dismissal) in writing and waive formal investigation. Employees may, however, in cases management determines to be serious (such as use of intoxicants, misappropriation of company property, insubordination or vicious conduct) be suspended from work pending such investigation.

**Section 2.** An employee charged with an offense shall be furnished with a letter stating the precise charge or charges against him. A copy of such notice shall be furnished to the President of Local Lodge 2741. No charge shall be made that involves any matter in which the Company has had knowledge of for thirty (30) days or more, except that in cases where an employee is subject to trial in the courts, the Company may, if it elects, withhold making a charge on the offense for which the employee is tried until not more than thirty (30) days after the Company's knowledge of the Court's determination of the employee's innocence or guilt.

**Section 3.** The investigation shall be held within five (5) working days from the date of the notice of the alleged offense, unless additional time is requested by the Company, employee or the union. A decision will be rendered within five (5) working days after completion of the investigation. The employee(s) shall be notified of the decision in writing and a copy of same will be furnished to the President of the Local Lodge.

**Section 4.** During any formal inquiry employees shall be accompanied by a minimum of one (1) representative of the union and who shall be present during the entire investigation. The Company and the Union shall have the right to call witnesses

that have knowledge concerning the charges being investigated and examine and cross-examine witnesses to develop facts pertinent to the case.

Duly accredited representatives accompanying an employee, not to exceed two (2) persons, shall not sustain a loss of pay for representing the employee.

**Section 5.** If disciplinary action is taken a record of the evidence taken at the investigation will be furnished to the employee, the General Chairman, and his duly accredited representative. Appeals from the decision may be made in accordance with Article 29, of this Agreement.

**Section 6.** If charges against the employee are not sustained, they shall be stricken from the records. If withheld from service, suspended or discharged, the employee shall be returned to service with seniority unimpaired and paid for all wage loss and benefits. Such compensated service will be counted as qualifying days under any Article of this Agreement.

**Section 7.** Any employee required or requested to discuss any matter with a Company representative which may lead to disciplinary action shall be advised of his right to have his Union representative present during such discussion.

**Section 8.** No employee shall be subject to discipline if the Company fails to comply with the provisions of this Article.

### **ARTICLE 31 GRIEVANCE ADJUDICATION PROCEDURE**

**Section 1.** A grievance is a dispute, claim or complaint involving the interpretation or application of the written terms of this Agreement.

**Section 2.** The Company agrees that the provisions of this Agreement and all rules and regulations controlling working conditions and benefits for members of the bargaining unit as defined in the context of this Agreement, will be administered fairly and equitably.

**Section 3.** It is specifically agreed that in the event any disputes arise out of the interpretation or application of this

Agreement they shall be settled by means of the procedure set out herein. No such grievances shall be recognized unless called to the attention of the Company by either the Union or an employee, or to the attention of the Union by the Company within FIVE (5) working days after the alleged violation occurred or becomes known. Grievances shall be settled according to the following procedure:

**Step One:** Either the aggrieved employee or the Union shall present the grievance in writing (stating the nature of the dispute, the specific article and section of the Agreement related to the dispute, the facts surrounding the dispute and the remedy sought) to the affected Production Manager within FIVE (5) working days of the time when the aggrieved Party reasonably should have known about the incident giving rise to the complaint. The aggrieved employee may request the assistance of the Shop Steward in presenting his complaint. The grievance will be investigated, and an answer given to the grieving Party within FIVE (5) working days after receipt of the grievance.

**Step Two:** If a satisfactory settlement is not reached at Step One, the grievance shall be referred in writing to the Industrial Relations Manager within TEN (10) working days after receipt of the Step One results. The Industrial Relations Manager shall, within FIFTEEN (15) working days, meet/confer with the General Chairman or his designated representative in an effort to resolve the dispute. Within TEN (10) working days after this meeting or discussion the Industrial Relations Manager will notify the General Chairman or his designee in writing of the Company's decision.

**Step Three:** If a satisfactory resolution is not reached at Step Two, either Party may, within FIVE (5) working days after receipt of the Step Two answer, request that the matter be settled by final and binding arbitration as provided herein. Such notification shall identify the Party's representative who will present the case in arbitration.

Upon notification of a Party's desire to arbitrate a grievance to the other, the Parties shall jointly, within FIVE (5) working days of the receipt of notification, request a list of seven (7) qualified arbitrators from the Federal Mediation and Conciliation Service. The representative to strike first will

be chosen by lot. Each Party shall alternately strike a name until only one (1) remains and that person shall then serve as arbitrator. The Parties shall request that the award of such arbitrator be issued, in writing, within TEN (10) calendar days of the hearing and the decision of the arbitrator shall be final and binding on all Parties.

The impartial arbitrator shall only have jurisdiction and authority to determine the meaning, application of, or compliance with the provisions of this Agreement and shall not have jurisdiction or authority to add to or detract from, amend, modify or alter in any way the provisions of this Agreement or its intent. The expense of the impartial arbitrator shall be borne equally between the Parties. Each Party shall bear its own expenses of arbitration.

**Section 4.** The time limits specified in any step of the Grievance Procedure may be extended by mutual written agreement of the Parties. Holidays and regular assigned days off of the Company representative, Union representatives or the employee involved will extend the time limits set forth in this Article. However, failure to process a grievance, or failure to respond in writing within the time limits provided above, without a mutually agreed to extension of time, shall be deemed a waiver of such grievance to the other without prejudice, or without precedent to the processing of and/or resolution of like or similar grievances or disputes. A "waiver of such grievance" is defined as follows: If the Union fails to comply with the time limit provisions the grievance will be closed. If the Company fails to comply with the time limits the grievance shall be granted with appropriate relief. In order to encourage the resolution of disputes and grievances at Step One of this Grievance Procedure, the Parties agree that such settlements shall not be precedent setting.

**Section 5.** It is understood that any grievance concerning an employee suspension or discharge will automatically proceed to Step Two of this grievance procedure for resolution.

**ARTICLE 32**  
**UNION REPRESENTATIVE**

**Section 1.** Authorized representatives of the Union will be granted access to the plant work areas. Union representatives shall notify the Director of Human Resources or Production Manager and follow the Company's sign-in and safety procedures prior to entering the plant work areas.

**Section 2.** The Union agrees there will be no interference with group or individual work efforts during such plant visits. The Company, upon proper request, will also make the lunchroom or other appropriate areas available for Union representatives to visit with employees during lunch or break periods.

**Section 3.** The Company will recognize the local Union President, local Union Vice President, all Division and Shop Stewards, selected from employees within the bargaining unit, for each shift being operated at each separate Company facility. The number and area of jurisdiction of Stewards can be changed as the need arises. If a Steward(s) is absent, he will be replaced by the Division Steward. If both such Stewards are absent, the President and/or Vice President shall serve as their replacement. The Union will notify the Company in writing of the designated steward(s) and will give five (5) days' notice of any change in its steward(s). Steward(s) shall be working employees, who shall, in addition to performing their normally assigned responsibilities be permitted, upon notification to and consent from their immediate supervisor, which consent will not be unreasonably withheld, during working hours to investigate and attempt to resolve disputes concerning the interpretation and application of this Agreement.

**Section 4.** The local Union President shall be considered the chief steward under this Article and as such shall be the last to be laid off, provided he is qualified and willing to perform the work remaining.

**Section 5.** The Company will not discriminate against employees covered by this Agreement because of their union affiliation, position held in the union, or performance of their duties as a steward.

**Section 6.** Elected Division Stewards will remain in their elected work locations unless they freely relinquish their elected position.

**ARTICLE 33  
BULLETIN BOARD**

**Section 1.** The Company will provide a bulletin board at each of its Hornell Shops, to the Union for their exclusive use. It is mutually understood notices or materials posted on such bulletin boards will be limited to official communications of the International Association of Machinists, District Lodge #19, and Local Lodge #2741.

**Section 2.** Forms and contacts for benefits will be provided at the kiosks in each shop. Forms and contacts will be updated as needed.

**ARTICLE 34  
ALSTOM I.A.M.  
LOCAL #2741 DEFINED BENEFIT RETIREMENT PLAN**

**Section 1.** The employer will make a Non- Elective contribution to the ALSTOM I.A.M. Local #2741 Defined Benefit Retirement Plan for each hour worked, for which employees in all job classifications covered by this Agreement are entitled to receive pay under this Agreement, for a maximum of forty (40) hours worked per week at a rate defined by the below table:

Fiscal Year (begins 1-April)				
'21/22	'22/23	'23/24	'24/25	'25/26
\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.05

If future options for the placement of the Non-Elective contribution are presented, they will be mutually agreed to, prior to implementation.

**Section 2.** The Company shall continue contributions based on a

forty (40) hour work week while an employee is off work due to paid vacation, paid holidays, PIPB, or official union business.

**Section 3.** Probationary employees are not eligible for the Plan until they have completed one hundred fifty (150) calendar days of active employment.

### **ARTICLE 35 SAVINGS CLAUSE**

Should any portion of this Agreement be invalidated by the passage of legislation or any award of a court of competent jurisdiction, such invalidation shall apply only to those portions thus invalidated and all remaining portions of this Agreement not invalidated shall remain in full force and effect.

### **ARTICLE 36 CHECK-OFF**

**Section 1.** The Company will deduct from the employee's paycheck dues, initiation fees, and elective MNPL (Machinists Non-Partisan Political League) contributions in the amount(s) authorized upon written and signed employee authorization furnished to the Company on a form approved by the Company. MNPL deductions shall be made from the employee's third (3rd) pay period and dues shall be deducted from the employee's paycheck weekly.

**Section 2.** The employee may withdraw (revoke) the authorization on each anniversary date of this Agreement, providing the Company and the Union are notified by certified mail during the seven (7) day period immediately preceding the anniversary date of this Agreement, of the employee's desire to discontinue such deduction(s).

**Section 3.** The Union agrees to indemnify and hold the Company harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the Company for the purpose of complying with any provisions of this Article.



**ARTICLE 37**  
**SENIORITY**

**Section 1.** It is the intent of the parties that employees will receive fair and equitable treatment with respect to seniority in shift assignments.

**Section 2.** In the case of identical seniority date, alphabetical order, according to last names (at time of initial hire) will be used to determine seniority.

**Section 3.** The Company will post a seniority list quarterly, a copy of which will be furnished to the local Union President, Local Lodge 2741.

**Section 4.** When a bargaining unit employee is promoted to a salary position, he/she will have one hundred eighty (180) calendar days to decide to return to the bargaining unit and will retain the seniority he/she had at the time of the promotion. If the employee decides to return to the bargaining unit, the employee will be placed in the same level at the time of promotion. On the 181st calendar day the employee's seniority will be terminated. Nothing in this Article will prohibit an employee from rehiring as a new hire employee.

**Note:** Current promoted employees will have one hundred eighty (180) calendar days from the date of this signed agreement to decide to return to the bargaining unit. If they choose not to return, their seniority will be terminated effective the 181st calendar day.

**ARTICLE 38**  
**ENTIRE UNDERSTANDING**

The Parties agree that the total results of their bargaining and the entire understanding between the Parties is embodied in this Agreement. This Agreement shall not be amended or supplemented except by mutual consent of the Parties hereto reduced to writing and duly signed by each.

**ARTICLE 39  
INCENTIVES**

**Section 1.** Any Incentives or Incentive Plans, in all their designed parameters, shall be implemented when agreed upon by the Company and Union at any time during the length of the current agreement.

**ARTICLE 40  
TERM OF AGREEMENT**

**Section 1.** This Agreement shall become effective April 1, 2021 through March 31, 2026 and shall thereafter automatically renew for one (1) year from year to year, unless either Party, not more than ninety (90) calendar days nor less than sixty (60) calendar days prior to the expiration date, gives written notice to the other Party, by registered or certified mail, of intention to change, amend, modify or terminate the Agreement.

**Section 2.** Within fifteen (15) days of the receipt of such notice to modify or terminate, the Union and Company shall commence negotiations, unless it is mutually agreed to extend the number of such days beyond fifteen (15).

## **APPENDIX A**

### **Conditions in the event of 4 day - 10 hour shifts**

If an employee is assigned to a 4 day - 10-hour shift configuration, all references to company paid items such as; jury duty, bereavement, holidays, and union business will be converted to normally scheduled work hours. A normal workday will be 10 hours versus 8 hours. This includes probation time and all paid time off.

Four (4) work days' notice will be given when scheduled overtime is required. (Notification will be given within one (1) hour of the start of the work week.)

If a holiday falls on an employee's regularly scheduled workday, they will be given the day off. If a holiday falls on an employee's regularly scheduled day off they will be given the next regularly scheduled workday off in observance of that holiday.

Overtime compensation shall be at the rate of one and one-half (1-1/2) times an employee's straight time rate for all credited hours in excess of forty (40) hours in a week, including all excused unpaid time off.

Overtime on the third day off will be earned at time and half, unless the employee worked all scheduled hours on the second day off then will be paid at two times their hourly rate.

An additional 10 minutes of mealtime will be provided.

**APPENDIX B**

**Skill and Ability Rating**

0	Does not meet expectations
1	Meets some, but not all expectations
2	Meets expectations
3	Exceeds some expectations and meets all others
4	Exceeds all expectations

<b>CATEGORY</b>	<b>SKILL/ABILITY</b>	<b>ELEMENT</b>
WORK ETHIC/EFFORT	ABILITY	PRODUCTIVITY
WORK ETHIC/EFFORT	ABILITY	ATTENDANCE
WORK ETHIC/EFFORT	ABILITY	WILLINGNESS TO WORK OVERTIME WHEN REQUIRED/NEEDED
INTERACTION	ABILITY	POSITIVE ACCEPTANCE OF WORK DIRECTION
INTERACTION	ABILITY	ACCEPTS FEEDBACK CONSTRUCTIVELY
INTERACTION	ABILITY	COMFORMANCE TO WORK RULES/SAFETY RULES
WORK ETHIC/EFFORT	SKILL	QUALITY OF OUTPUT
WORK ETHIC/EFFORT	SKILL	IDENTIFIES ISSUES AND RECOMMENDS SOLUTIONS
INTERACTION	SKILL	COMMUNICATES CLEARLY AND EFFECTIVELY
INTERACTION	SKILL	55 - CLEANLINESS
FLEXIBILITY	SKILL	NUMBER OF DEMONSTRATED SKILLS - JOB MATRIX
FLEXIBILITY	SKILL	SUSTAIN AND MAINTAIN GOOD WORKING RELATIONSHIPS

**SENIORITY**

1	<Five (5) years
2	>Five (5) years <Ten (10) years
3	>Ten (10) years

Employee Performance Rating guideline will be provided by May 30th, 2021.

### Wage Schedule

	'21/22	'22/23	'23/24	'24/25	'25/26
<b>Work Leaders / MS</b>	23.79	24.39	24.99	25.62	26.26
<b>I</b>	22.25	22.81	23.38	23.96	24.56
<b>II</b>	21.27	21.80	22.35	22.90	23.48
<b>III</b>	20.07	20.48	20.88	21.30	21.73
<b>IV</b>	19.48	19.87	20.27	20.67	21.09
<b>V</b>	18.25	18.62	18.99	19.37	19.76
<b>VI</b>	16.00	16.00	16.25	16.50	16.50
<b>VII</b>	15.00	15.00	15.25	15.50	15.50

In addition to their general wage rates, employees assigned to work on the second (2nd) shift shall receive an additional seventy-five cents (0.75) per hour. employees assigned to work on the third (3rd) shift shall receive an additional one dollar (1.00) per hour.

Probationary welders with a certification (or 1 years' worth of job experience) will start at the appropriate level. The company will self-certify within (60) days and if they fail, they will immediately go into the level VII wage rate, however will still be considered probationary employees for the remainder of 150 calendar days probationary period.

Current Alstom welders will be given the opportunity to attain welding certifications before new hires.

Painters will receive the probationary wage rate level VII until certified within the requirements of their classification (painting), at which time they will move to level V, however will still be considered probationary employees for the remainder of their 150 Calendar Days probationary period.

Level V and above employees will be offered overtime first.

No level V and above employee will be recalled into wage level VI or VII with more than twenty-fours (24) months of active service.

Upon recall from layoff level VII and Level VI employees will be given credit for previous time served in that level.

Level VI and VII employees will be included in the total number of employees for purposes of work force profile adjustment in the top five classifications.

**SCHEDULE "B"**  
**SENIORITY BONUS PAYMENTS**

Employees who are actively employed will be eligible to receive a seniority bonus based on their service date as of January 1, of each year concurrent with the dates of this agreement. Payments will be made as follows:

Years of Service	AMOUNT
>Five (5) yrs, < ten (10) yrs	\$200
>Ten (10) yrs, < fifteen (15) yrs	\$300
>Fifteen (15) yrs, < twenty (20) yrs	\$400
>Twenty (20) yrs	\$500

To be paid no later than the end of the 2nd pay period in December, in anticipation of the January 1st date of the following year.

**EMPLOYEE JOB/TRAINING/CROSS TRAINING/INTEREST FORM**

**Employee Name:** \_\_\_\_\_

**Employee/Badge Number:** \_\_\_\_\_

**Present Job Classification:** \_\_\_\_\_

**Seniority Number:** \_\_\_\_\_

**Seniority Date:** \_\_\_\_\_

**Present Shift:** \_\_\_\_\_

**Supervisor's  
Name:** \_\_\_\_\_

**Job Bid No.:** \_\_\_\_\_

**CLASSIFICATION/TRAINING/CROSS  
TRAINING APPLYING FOR:**

**Previous Company Work History:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Previous Work Experience:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_


**Educational Background:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

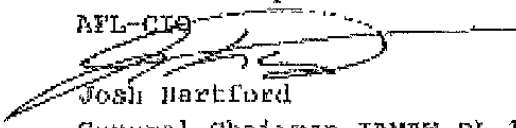
**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the 1st day of April 2021.

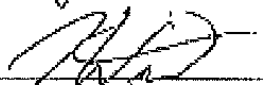
FOR THE COMPANY  
ALSTOM Transportation, Inc.  
Hornell, New York

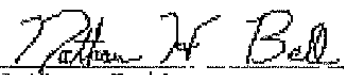
  
Michael MacDonald  
Site Managing Director

FOR THE UNION  
The International Association of  
Machinists and Aerospace Workers  
District Lodge 19, Local Lodge 2741,  
AFL-CIO  
  
Josh Hartford  
General Chairman IAMAW DL 19

Committee Members:

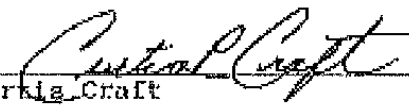
  
John Rose  
Human Resources Director


  
Thomas West  
Rolling Stock Operations  
Director

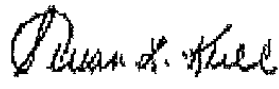
  
Nathan Bell  
Region Operation Finance  
Controller

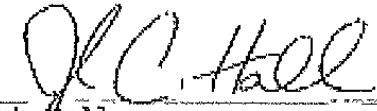
  
Amy Siegenthaler  
Human Resource Generalist


Committee Members

  
Curtis Craft  
President

  
Brian Doly  
Vice-President

  
Susan Kull  
Treasurer and Division Steward

  
Joseph Hall  
Recording Secretary

  
Jeff O'Brochta  
Division Steward



**Call in #**

**607-281-3340**