

AGREEMENT

BETWEEN

***NIAGARA FRONTIER TRANSIT METRO SYSTEM, INC.
(SHIFT SUPERVISORS)***

AND

***TEAMSTERS LOCAL 264
BUFFALO, NEW YORK
AN AFFILIATE OF
THE
INTERNATIONAL BROTHERHOOD OF TEAMSTERS***

***EFFECTIVE
APRIL 1, 2012 – MARCH 31, 2021***

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AGREEMENT

THIS AGREEMENT made and entered into on the _____ day of _____, by and between NIAGARA FRONTIER TRANSIT METRO SYSTEM, INC., a body corporate and politic, constituting a public benefit corporation, organized and existing pursuant to Chapter 717 of the Laws of 1967 of the State of New York, as amended with its principal office for the transaction of business at 181 Ellicott Street, in the City of Buffalo, County of Erie and State of New York, (hereinafter referred to as “NFT Metro”) and the TEAMSTERS LOCAL #264, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as “Union”), representing Shift Supervisors.

ARTICLE 1 **RECOGNITION – UNION MEMBERSHIP**

Section 1.1: Recognition

Pursuant to PERB Case No. C-4223, the NFT Metro recognizes the Teamsters Local Union #264 as the representative of NFT Metro Shift Supervisors.

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment and the administration of grievances arising thereunder for the term of this agreement for all employees covered by this agreement in all classifications as determined by the New York State Public Employment Relations Board to be in the bargaining unit.

The period of unchallenged representation for the Union shall be the maximum permitted by the Taylor Law.

The terms “employees”, “shift supervisors”, “member”, are used interchangeably herein to refer to permanent employees (excluding those employees on probation) of the NFT Metro, on a full-pay status, who are represented by the Union and whose terms and conditions of employment are governed by this agreement. These terms are used to designate both male and female.

Section 1.2: Purpose of Agreement

The parties hereto declare that it is their policy as implemented by this agreement to promote harmonious and cooperative relationships between NFT Metro and the Union and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of NFT Metro. This agreement will also establish equitable and peaceful procedures for the resolution of differences and the establishment of rates of pay, hours of work and other conditions of employment.

Section 1.3: Applicable Law

In consideration of the mutual covenants and agreements, herein contained, NFT Metro and the Union, through their authorized representatives, agree that this agreement has been negotiated pursuant to the provisions of the Public Employees Fair Employment Act and is governed by the applicable provisions of New York State law.

Section 1.4: Legislative Requirements

It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds, therefore, shall not become effective until the appropriate legislative body has given approval.

Section 1.5: Union Officials

The Union will advise the NFT Metro, in writing, to the Director of Human Resources, of the names and titles of its employees, and will promptly give the NFT Metro written notification of any changes during the term of this agreement within two (2) calendar weeks of any such change.

Section 1.6: Dues Checkoff and Authorization

An employee desiring to become a member of the Union may execute a written authorization form. Upon receipt of the authorization from an employee, NFT Metro shall, pursuant to the authorization, deduct from the employee's wages, dues, each pay period.

The Employer, following each pay period from which those deductions are made will transmit the amount so deducted to the Union, within thirty (30) days. All transmittals shall be sent out by a listing of the members from whom the deductions have been made and the amount from each to:

TEAMSTERS LOCAL #264
35 TYROL DRIVE
CHEEKTOWAGA, NEW YORK 14227

The Union shall certify to the Employer, in writing, the current rate of membership dues and shall give the Employer thirty (30) days notice prior to the effective date of any changes.

A deduction authorized by an employee shall continue as long as so authorized unless and until such employee notifies the Human Resources Department of the Employer of his desire to discontinue or to change such authorization, in writing, and by registered mail and the NFT Metro shall forward a copy of the employee's notification to the Union.

The Employer further agrees to grant to the Union, an exclusive payroll deduction of premiums for an employee organization sponsored insurance program.

The Union agrees to indemnify and hold the NFT Metro harmless from any loss it may incur as a result of such deduction.

Section 1.7: Agency Shop Fee

Agency Shop fee deductions, of an equal amount to Union membership dues, shall be continued for the term of this agreement. Such amount shall be deducted on a monthly basis and shall be transmitted at the same time and to the same office as set forth in Section 1.6 above.

If, through inadvertence or error, the Employer fails or neglects to make a deduction which is properly due and owing from an employee's paycheck, such deduction shall be made from the next paycheck of the employee and submitted to the collective bargaining representative, employee or any party by reason of the requirements of this section of the agreement for the remittance or payment of any sum other than that constituting actual deductions made from employee wages earned.

On the effective date of this agreement, the Employer shall supply to the Union at the address listed above, a list of all current employees in the bargaining unit showing the employee's full name, home address, social security number, job title, work location, membership status, insurance deductions and first date of employment. Such information shall hereafter be provided to the above if any changes occur.

The Union, pursuant to such deductions, agrees to establish and maintain a procedure providing for the refund to any non-members demanding the return of any part of such agency fee deduction which represents his/her prorated share of expenditures by the Union in aid of activities or causes of a political or ideological nature, only incidentally related to terms and conditions of employment.

The Union shall hold the NFT Metro harmless against any and all suits, claims, demands and liabilities arising out of any action of the NFT Metro implementing or deducting amounts of money from wages under this section.

Section 1.8: Pledge Against Discrimination and Coercion

The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation. The Union shall share equally with the NFT Metro the responsibility for applying this provision of the agreement.

In connection with the Equal Employment Opportunity Program of the United States, NFT Metro pledges its full support to Executive Order 11246 of September 1965 as amended by Executive Order 11375 dated October 13, 1968, in continuing its well established policy to provide equal employment opportunities for all individuals on the basis of qualifications and merit without regard to race, color, creed, age, sex, religious affiliation or national origin, which policy the Union enthusiastically endorses.

All references to employees in this agreement designate both sexes wherever the male gender is used it shall be construed to include male and female employees.

NFT Metro agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint or coercion by NFT Metro or any employer representative against any employee because of Union membership or because of any lawful employee activity in an official capacity on behalf of the Union.

The Union recognizes its responsibility as Bargaining Agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

The Union agrees that it will not interfere with, coerce or intimidate any of the employees into joining the Union. The Union recognizes that no employee is required to join the Union and every employee has the right to join or refrain from joining the Union.

ARTICLE 2 **HOURS OF WORK**

Section 2.1: Work Day and Work Week

The scheduled work day shall be eight (8) hours per day. The work week shall be forty (40) hours spread equally over five (5) work days within any calendar week.

The work day will be divided into three (3) eight (8) hour work shifts:

- 1st shift; starting between 7:00am – 8:00am
- 2nd shift, starting between 3:00pm – 4:00pm
- 3rd shift, starting between 11:00pm – 12:00am

Section 2.2: Selecting Work Schedules

At each bus garage there shall be picking for shift preference. The picking shall take place two times per year with the first occurring in the first week of April, becoming effective on the first Sunday in May. The second one will occur during the first week in October, becoming effective on the first Sunday in November. Employees will pick their shift at each garage based on union seniority.

Section 2.3: Shift Differential

Effective upon ratification and approval, employees who are regularly assigned to work second shift, shall receive \$.50 per hour in addition to their regular hourly rate. Employees who are regularly assigned to work third shift, shall receive \$.50 per hour in addition to their regular hourly rate. Employees who are regularly assigned to the day shift shall be entitled to the shift differential set forth above only if they work at least two (2) hours beyond the end of their regular shift.

Excluded for the shift differential are: vacation days, personal leave, sick leave, military leave, bereavement leave and workers' compensation.

Section 2.4: Overtime Eligibility

For the time actually worked in excess of eight (8) hours in any work shift or for time actually worked in excess of forty (40) hours in any work week, the Employer agrees to pay the employee at one and one-half times the appropriate hourly rate.

For the computation of hours worked, the only paid leave that will be counted are holidays which fall within the employees scheduled work week, but that the employee does not work, but that the employee does not work, vacation and pre-approved personal leave.

Section 2.5: Overtime Distribution

There shall be an overtime list maintained at each garage. All shift supervisors and ATU garage leaders names shall be on the list (see Appendix B). At the direction of the employer, when there is an open shift to be filled, the supervisor on duty shall call the name on top of the list and continue calling until the shift is filled or the list is exhausted. An employee who works or refuses, shall have his name moved to the bottom of the list. If the work is still open, the shift supervisor will then call his supervisor and ask for instructions. It is understood that the shift supervisor on duty shall remain on duty until relieved.

If a full day shift (8 hours) Monday through Saturday is to be filled by a Teamster, then the above procedure will be used.

Disciplinary suspensions will not be scheduled as to prevent overtime, except in cases where immediate disciplinary suspensions are necessary.

It is understood that the sole responsibility and authority for determining the number of hours of work, in excess of the of the scheduled work shift and work week, shall remain vested in NFT Metro.

Section 2.6: Lunch Periods

Each employee assigned to work an eight (8) hour day will be allowed a thirty (30) minute meal period, with pay. It is agreed that lunch periods must be taken within the scope of the employees' duties and any employee may be required to stay at his/her work location.

Section 2.7: Call Back

Employees called into work outside of their normal workday will be paid a minimum of 2.5 hours at one and one-half (1-1/2) times their hourly rate. If the employee works beyond 2.5 hours, he/she will be paid one and one-half (1-1/2) times for all additional hours worked.

ARTICLE 3 **HOLIDAYS**

Section 3.1: Holiday List

The following are to be holidays, whether or not they fall within the scheduled work week:

New Year's Day
Martin Luther King, Jr., Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Eve
Christmas Day

In addition, there will be one day's holiday pay allowance for employee's birthday and one day's holiday pay allowance for anniversary date of hire.

Section 3.2: Holiday Pay

In order to be paid for a holiday, an employee must be on full pay status. Employees on unpaid leave, non-job related disability or disciplinary suspension when a holiday occurs, or is observed, will not be paid for that holiday.

An employee must have worked the last scheduled work shift prior to and the next scheduled work shift after a holiday in order to be paid for such holiday.

When an employee is scheduled to work a holiday and calls in sick, he/she will be paid sick time for this day and will not be eligible for holiday pay.

Any employee who as a result of a holiday works a sixteen (16) hour shift, he/she shall be paid time and one half (1.5) for the second shift.

ARTICLE 4
VACATION

Section 4.1: Vacation Entitlement

For those employees who are covered by this agreement at the time of ratification for the contract term April 1, 1994 – March 31, 1996, vacation credits will be earned based upon years of service in accordance with the following schedule:

<u>YEARS OF SERVICE</u>	<u>VACATION DAYS</u>
1	5
2 – 4	15
5 – 9	20
10 – 19	25
20 – 24	30
25 – 29	35
30 or more	40

For employees hired or promoted into the Union after April 1, 1995, the vacation entitlement will be as follows. Vacation credits will be earned based upon years of service in accordance with the following schedule:

<u>YEARS OF SERVICE</u>	<u>VACATION DAYS</u>
1	13
2	14
3	15
4	16
5	17
6	18
7	19
8 – 11	20
12 – 16	21

17 – 21	22
22 – 26	23
27 – 31	24
32 or more	25

Section 4.2: Vacation Selection

In November of each year, employees will select their vacation for the following calendar year. Union members will pick vacations with the leaders at each location based on company seniority.

Employees will select vacation in one (1) week increments in accordance with a quota system established by NFT Metro management that will allow for at least one (1) person per week, with the understanding that the quota system of one (1) person per week must be renegotiated at the expiration of this agreement. No vacation request for more than fifteen (15) consecutive workdays will be granted unless the Company determines that there are special circumstances and the leave can be accommodated.

Employees may, prior to date of vacation picking reserve two (2) weeks vacation or extra days less than two weeks to be used as either full or half days during the year. Employees must submit a written request to NFTA Metro management at least 48 hours in advance of the date that the employee wishes to take the vacation time. NFTA Metro reserves the right to grant or deny these requests based on staff availability and work requirements on a first “submitted basis”. This provision will remain in effect until a successor agreement is reached.

Further any “tier two” or “new Metro employee” who has 5 unused sick days as of October 1st of any year, may elect to exchange said days for one (1) week of vacation in following year.

Section 4.3: Vacation Carryover

A maximum of ten (10) vacation days may be carried over to the following calendar year or be cashed in. If carrying over, the time must be taken prior to March 31st of that year.

Section 4.4: Monetary Equivalent

An employee who leaves employment, for any reason, shall be compensated for vacation time unused at the time of separation.

All unused vacation time will be paid to the estate of an employee who dies while employed at NFT Metro.

Section 4.5: Holidays During Vacation

When a holiday occurs during an employee’s scheduled vacation, an employee will receive pay for the period selected and, in addition, will receive an additional payment for the holiday (8 hours pay).

Section 4.6: Advance Vacation Pay

Employees may request advance payment for pre-selected and approved vacation, provided that a written request is submitted to NFT Metro at least four (4) weeks prior to the start of the vacation period.

The advance vacation payment will be made on the payday immediately preceding the vacation period.

ARTICLE 5
COMPENSATION

Section 5.1: Salary, Wage Tables

NFT Metro agrees to compensate employees in accordance with the straight time hourly rates of pay scheduled set forth in Appendix "A" attached hereto. NFT Metro agrees to compensate employees in accordance with the straight time hourly rates of the pay scheduled set forth in Appendix "A" attached hereto. The rates are based on a progression of: 80% (Hire rate); 85% (Step 1 – 6 mos.); 90% (Step 2 – 18 mos.); and 100% (Full rate – 30 mos.).

Section 5.2: Longevity Pay

Longevity pay will be earned by employees with at least seven years of service, in accordance with the following schedule:

<u>ANNIVERSARY</u>	<u>LONGEVITY PAY EARNED</u>
7 th	\$ 500
11 th	\$ 700
15 th	\$ 900
20 th	\$1100
25 th	\$1500
30 th	\$1800

For the purpose of computing longevity pay, an employee shall receive a longevity increment on April 1st if his/her 7th, 11th, 15th, etc., year of service will be completed at any time during the fiscal year. Once eligible, an employee's annual longevity increments shall be come a part of his/her base salary.

Section 5.3: Jury Duty

If an employee is called for jury duty on a regularly scheduled work day, he or she shall present proof to his or her supervisor. The employee shall be marked as jury duty with pay for the actual period required for jury service as per current practice. The employee must, however, remit to NFT Metro, compensation received for serving on jury duty.

If an employee is called for jury duty and is required to serve on a jury and that employee is assigned to work either the second or third shift, then said employee shall be placed on the day shift for the period of time which he or she actually serves on a jury. During this period, NFT Metro will have the right to fill the vacant second or third shift with non-union employees.

ARTICLE 6
CLOTHING ALLOWANCE/NFT METRO PROPERTY

Section 6.1: Clothing Allowance

Effective upon ratification and approval, and thereafter, the NFT Metro System will provide uniforms (eleven shirts, eleven pairs of pants, two shop coats and two jackets) for each employee and will provide a service for maintenance of the uniforms at no cost to the employee. A new issue of uniforms will be provided every (2) years. A new issue of safety footwear shall be provided each fiscal year. A voucher up to \$225 to a designated vendor shall be issued to include; one pair of safety footwear, six (6) pairs of socks, and two (2) pairs of insoles. A receipt from the designated vendor must be submitted to the central maintenance office each fiscal year.

Section 6.2: NFT Metro Property

Upon separation, employees must return, in good working condition with reasonable wear and tear, all property issued to them by NFT Metro before final payment is released.

ARTICLE 7
MEDICAL, DENTAL, OPTICAL INSURANCE

Section 7.1 Medical Insurance (Type of coverage available for active employees)

Upon ratification and approval, the medical insurance plan offered to active employees shall be the Traditional Blue POS 298 (POS 203) plan, until April 1, 2018, thereafter, effective April 1, 2018, all new hire and active employees the medical insurance plan shall be the Traditional Blue POS 298 (POS 205) plan or a replacement plan selected by the company under Section 7.5 below.

Note: During the open enrollment period Teamster members shall have the option of selecting the Traditional Blue POS 298 (POS 205) or the Traditional Blue PPO 6398 (HDHP PPO 6312). The medical plans available to active employees through the NFTA are the Traditional Blue PPO 6398 (HDHP PPO 6312) and Traditional Blue POS 298 (POS 205)

Note: Any new employee hired after ratification and prior to April 1, 2018, the medical insurance plan offered shall be the Traditional Blue POS 298 (POS 205) plan and shall contribute ten per cent (10%) of the monthly premium cost for either single or family coverage.

Dental Insurance

The NFTA agrees to provide Group Health Incorporated (GHI) Preferred Dental Plan coverage for all active employees effective upon ratification and approval. This coverage ceases once an employee is removed from the payroll, for any reason, or leaves the bargaining unit.

The parties agree that the Dental Insurance provider may be changed during the life of the agreement.

Optical Insurance

The NFTA agrees to provide Group Health Incorporated (GHI) Optical Coverage for all active employees effective upon ratification and approval. This coverage ceases once an employee is removed from the payroll, for any reason, or leaves the bargaining unit.

The parties agree that the Optical Insurance provider may be changed during the life of the agreement.

Employees on disability or workers' compensation will have contributions made on their behalf as described above for up to a maximum of two (2) years.

Section 7.2 Employee Monthly Premium Cost for Active Employees

Upon ratification and approval the company will pay the full monthly premium cost for either single or family coverage in the Traditional Blue POS 298 (POS 203) plan until April 1, 2018, thereafter effective April 1, 2018, all active and new hires shall contribute ten per cent (10%) of the monthly cost for either single or family coverage for the Traditional Blue POS 298 (POS 205) plan or a replacement plan selected by the company under section 7.5 below.

Effective April 1, 2018, and thereafter until a successor agreement is reached, any current or post ratification employee enrolled in the POS 298 (POS 205) plan shall not be required to pay greater than \$240 per month for the monthly premium or equivalent cost established by Blue Cross Blue Shield for such coverage.

Section 7.3 Wavier of Medical Insurance

In the event that an employee waives the medical insurance coverage set forth above, upon showing proof of duplicate coverage, he/she shall receive the amount of three thousand dollars (\$3,000) for single coverage and five thousand (\$5,000) for family coverage per year payable no later than December 15th of each year. A notice to waive coverage must be given to NFTA Metro no later than December 1st to be eligible for the following calendar year's payment. In the event an employee wishes to reobtain medical insurance, he or she shall make application to NFTA Metro.

New: Section 7.4 Retiree Medical Coverage

A. The provisions of this section shall be effective upon ratification and approval for all employees who retire on or after that date, subject to the eligibility provisions listed below, upon becoming eligible for Medicare, retirees/spouse of the bargaining unit, will be required to take Medicare Part A & B (Part B contributions are the responsibility of the employee)

B. Eligibility

- Retire on or after ratification and approval.
- Retiree with a minimum of ten (10) years of credited service with the NFTA.
- Must retiree from full-time employment with the NFTA.

Employees have the option to apply the value of ninety (90) days sick pay, as provided for in Section 7.4 of this agreement, toward the cost of the retirement medical premiums.

C. Type of coverage age Pre-65/Medicare Eligible Retirees.

Upon ratification and approval there are two (2) plans for Age Pre-65 retirees: Traditional Blue POS 298 (POS 205) plan is subject residing requirements established by the carrier, Blue Cross/Blue Shield of WNY. Also offered is the Core Traditional Blue PPO with RX (“Traditional Blue PPO 812”)

D. Employee Monthly Premium Cost for Age Pre-65/Pre Medicare Eligible Retirees.

Upon ratification and approval, the company will pay 100 per cent (100%) of the monthly premium cost for single coverage in the Traditional Blue POS 298 (POS 205) plan or a replacement plan selected for Age Pre-65 retiree (s). If the retiree chooses either double (two person) or family coverage, the company will pay fifty per cent (50%) of the monthly premium, as appropriate in the Traditional Blue POS 298 (POS 205) plan or replacement plan.

E. Type of Coverage Available for Post 65/Medicare Eligible Retirees

Effective upon ratification and approval there are five (5) plans available for Age Post-65 retirees. Participation in the plans is subject to residing requirements established by the carrier, Blue Cross and Blue Shield of Western New York.

There are five (5) plans available:

Option A: BC/BS of WNY Senior Blue HMO 699 Plan 28

Option B: BC/BS of WNY Senior Blue HMO 699 Plan 39

Option C: BC/BS of WNY Senior Blue HMO 699 Plan 40

Option D: BC/BS of WNY Forever Blue PPO 799 Plan 41

Option E: Core Traditional Blue PPO with RX (Traditional Blue PPO 812)

F. Employee monthly Premium cost for Age Post 65/Medicare Eligible Retirees

The company will pay one hundred per cent (100%) of the monthly premium cost single coverage for Options A, B, C, D or their counterpart (s) is a Replacement Plan, for Age Post 65 retirees. If the retiree choses either double or family coverage prior to the spouse reaching Age 65, or is Medicare eligible, the company will pay 50% of the monthly premium. Once Post Age 65/Medicare Eligible retiree’s spouse has reached Age 65, or is Medicare Eligible the company will pay 100% of the monthly premium cost for double coverage for the retiree and his/her spouse under Option A, B, C, D, or a replacement plan. Age post 65 retirees electing single coverage under option E will be responsible for paying the difference between the monthly premium cost for single coverage of the most expensive plans among options A, B, C, D, or their counterpart (s) replacement plan and the monthly cost of option E, If a Post-Age 65/ Medicare Eligible retiree dies, the Post Age 65/Medicare eligible spouse may continue single coverage in option A, B, C, D, or a replacement plan at his/her own expense at the company’s group rates.

Section 7.5 Substantially Equivalent Coverage

The NFT- Metro reserves the right to opt out of the retiree options outlined above, upon ratification and approval, and to replace that coverage with substantially equivalent coverage (Replacement Plan) which NFT Metro will submit to Teamsters Local 264 for its review and comment. If NFT Metro and Teamsters Local 264 cannot agree that the replacement coverage is substantially equivalent, the matter will be submitted to final and binding arbitration using the arbitrations procedure outlined in the collective bargaining agreement.

Section 7.6: Disability

Upon ratification and approval, the Company will provide disability coverage in accordance with NYS Disability Benefits Law with another carrier due to the termination of the New York State Council Health and Hospital Fund.

ARTICLE 8 WORKERS' COMPENSATION

Workers' Compensation benefits are allowed for job related injuries that cause disability beyond seven (7) calendar days in accordance with New York State law. Payments begin to accrue with the eighth day after disability commences. If an employee is receiving Workers' Compensation, NFT Metro will continue to pay all benefits under this agreement.

While receiving Workers' Compensation benefits, an employee who shall engage in any occupation or employment shall be considered as having voluntarily quit the employment of the company.

ARTICLE 9 RETIREMENT BENEFITS

Section 9.1: Pension Plan

All employees shall be covered by the "NFT – Metro – Teamsters Local #264 Retirement Plan", as specified by and in the documents entitled. "Second Pension Agreement in Principle" and the "Adoption Agreement for the new Defined Contribution Plan".

Section 9.2: Contributions

New Pension Contribution Formula:

- a. Employer to increase contributions from 8% to 9% retroactive to August 1, 1999.
- b. Employee to increase contributions from 3% to 4% effective February 1, 2000.
- c. The Employer will increase contributions to 10% to be paid on the employees' gross earnings as of 1/1/04.
- d. The Employer will increase contributions to 11% to be paid on the employees' gross earnings as of 1/1/06.

ARTICLE 10 LIFE INSURANCE

NFT Metro agrees to provide group life insurance for union employees in the amount of one times the employee's basic annual salary rounded to the nearest \$1,000 up to a maximum of \$50,000. This coverage terminates when full-time employment terminates, however, when

an employee retires and receives a pension, life insurance coverage will be provided in the amount of \$5,000.

ARTICLE 11 **SENIORITY**

Section 11.1: Seniority Classified

Seniority will be classified as follows:

1. Company Seniority date of full time permanent employment with NFT Metro, regardless of position, classification or union status (applied for vacation selection).
2. Union Seniority date of employment (continuous) in a position covered by the union (applied for layoff/bumping, shift selection, job bids).

Section 11.2: Breaks in Seniority

Seniority shall be broken by the occurrence of any one of the following:

- Discharge or termination for cause;
- Voluntary resignation;
- Failure to report following layoff;
- Failure to report for employment on the date required by recall notification, provided such notification was given by certified mail to the last known address at least 72 hours in advance of the report date;
- Failure to return to work from Workers' Compensation leave when medically able;
- Failure to return from an authorized leave of absence or sick leave when medically able and verified by a physician;
- Failure to perform work for NFT Metro for a period that exceeds two (2) consecutive years (excluding any period of paid leave time such as sick leave, vacation and personal leave).

Section 11.3: Probationary Period (new employees)

Newly hired employees (not a permanent full time employee of the Authority) shall have a probationary period of 120 days of actual work, during which time said employee may be suspended, dismissed, discharged or laid off at the sole discretion of the employer.

Section 11.4: Probationary Period (promotion of non-unit employees)

NFT Metro or NFTA employees promoted into the Union shall have a probationary period of ninety (90) days of actual work which may be extended by mutual agreement of NFT Metro and the Union.

Section 11.5: Job Postings/Promotion

Any vacancy within the Union shall be posted for a period of five (5) work days in order to give an opportunity to any Union employee to make a written application for such job.

Senior employees will receive preference for filling vacant Union positions.

An employee who is promoted or transferred as a result of filling a posted position, shall have a probationary period of ninety (90) days of actual work. During this time the employee may

be removed by NFT Metro and returned to his/her former position for unsatisfactory job performance. In addition, during the probationary period, the employee may voluntarily relinquish their rights to the posted position and return to their former job. The employee may also be removed by another employee exercising their rights under this agreement.

Section 11.6: Promotions Outside Union

Employees in the Union who are promoted to positions outside the Union shall have a probationary period of sixty (60) days of actual work in order to determine whether they like, and are able to perform the work and whether NFT Metro wishes to continue them in their new position. This sixty (60) day period may be extended by mutual agreement of NFT Metro and the Union. During this probationary period, there shall be no prejudice to their Union membership nor their right to return to their previous job classification in the Union with full seniority rights as described in this article. At the end of the probationary period, all seniority rights shall cease.

Section 11.7: Layoff/Bumping

In the event of a layoff (force reduction) which affects an employee(s) of the Union, the reduction of the work force within the Union shall be accomplished by layoff of the employee within the Union who has the least Union seniority within the group.

Section 11.8: Recall

In the event that employees will be recalled to work, such recall will be based upon seniority as defined in Section 11.1 of this article as follows: the most senior employee will be recalled, provided he/she has the ability and qualifications necessary to perform the duties required. An employee's name will be maintained on a recall list for five (5) full years after the date of layoff.

Employees on layoff have the responsibility to notify and keep currently informed, the Human Resources Branch as to their legal mailing address.

Recall notices shall be sent by certified and regular mail addressed to the employee address on record in the Human Resources Branch. The date of mailing of the recall notice shall be considered as the date of notification.

Upon notification of recall, an employee has twenty (20) calendar days to inform the Human Resources Branch as to his or her willingness and availability to return to work.

If the Human Resources Branch is not contacted by the employee being recalled within the above time limits, the employee forfeits all rights under this section.

ARTICLE 12
LEAVES OF ABSENCE

Section 12.1: Personal Leave

Employees will be credited with a maximum of five (5) personal leave days on January 1st of each fiscal year.

Request for personal leave must be submitted, in writing, for approval at least forty-eight (48) hours in advance to the employees supervisor. Requests will be approved on a first submitted first approved basis. Within forty-eight (48) hours of receipt of the leave request

form by Garage Supervisor, employee will be notified if request for personal leave time has been granted or denied.

Exceptions are made for emergency situations in which case an employee must notify his/her supervisor of NFT Metro as soon as possible for the need for personal time. A leave request form must be completed to document and verify all such time.

Personal leave time must be used in increments of not less than one hour.

Personal leave time cannot be accumulated from year to year, however, unused personal leave time is credited as sick leave at the end of the calendar year.

Upon separation from employment, an employee will not be compensated for unused personal leave time.

Section 12.2: Sick Leave

Sick leave is provided exclusively to help compensate employees who are unable to work due to a bonafide illness or injury. The use of sick leave may include required doctor and dental appointments (excluding routine physicals and dental exams and cleaning).

For employees in the union as of 4/1/94, sick days shall be earned at the rate of twenty (20) days per calendar year. Sick days earned in the previous year will be credited to the employee on January 1st of the following year. Employees may accumulate a sick day bank up to a maximum of 230 days.

For employee promoted or hired into the union after 4/1/94, employee shall earn sick leave credits at a rate of one-half day (4 hours) per biweekly pay period for a maximum accrual of thirteen (13) days during a year. Employees may accumulate sick days up to a maximum of 180 days.

Of the maximum accumulation of sick days during a year (either 30 or 13), an employee may use of to five (5) instances of sick leave without medical documentation in accordance with the conditions set forth in the first paragraph of this section.

In order to receive paid sick leave in excess of five (5) instances of sick leave in any year, an employee must present, to NFT Metro, medical documentation from a physician verifying the illness or injury.

For illness in excess of five consecutive workdays, an employee will be required to have a physician's release to return to work.

NFT Metro, at its own expense, may require an employee, after sickness or injury or based on physical evidence that employee's health may affect job performance, to take a physical examination whenever deemed necessary.

An employee has the responsibility to notify his/her supervisor as soon as possible when he/she is sick. This notification must be made no later than thirty (30) minutes before the employee's scheduled work shift.

Abuse or falsification of sick leave is a serious violation of NFT Metro rules which may result in disciplinary action up to and including termination.

An active employee who is eligible to retire is entitled to payment of up to a maximum of thirty (30) days upon retirement based on the number of sick days remaining.

Section 12.3: Perfect Attendance Stipend

Effective January 1, 2008, there shall be a quarterly attendance award as follows for all employees eligible for sick leave.

- A. Eligible employees who are not absent from work during any quarter of the calendar year shall receive a bonus of \$250.00 for each quarter.
- B. Eligible employees who receive the \$250.00 bonus for each quarter of the calendar year shall receive an additional bonus of \$500.00.
- C. For the purposes of this Section 12.3, the following shall be considered as days worked:
 1. Full days actually worked;
 2. Days absent on vacation;
 3. Days absent on paid holidays described in this Agreement;
 4. Days absent on ordered military reserve or National Guard Duty, not full-time active duty;
 5. Days absent on paid bereavement leave under the provisions of this Agreement;
 6. Days absent on non-emergency personal days, which were pre-scheduled and approved before the day in question under the provisions of this Agreement;
 7. Days absent on paid emergency personal days, provided that the employee provides written verification of the nature of the emergency within three (3) business days. With respect to the Attendance Bonus, each use of an emergency personal days shall be subject to review by a Union Management Committee (i.e. Manager/Business Maintenance, Business Agent Teamsters Local 264, Manager, Labor Relations), however, the final decision shall not be subject to the grievance procedure;
 8. Days absent on paid jury duty under the provisions of this Agreement.

Section 12.4: Union Leave

NFT Metro grants to the union stewards reasonable amounts of time (paid if appropriate) to conduct the following activities:

- a) Investigate and process grievances
- b) Post notice (Union related)
- c) Distribute literature (Union related)
- d) Consult with NFT Metro concerning the enforcement of any provisions of this agreement.

It is understood that the conduct of the above mentioned activities will be limited to the union stewards work location while on duty at "non-peak" times and that a separate time record will be kept as to the amount of duty time spent on union business.

The conduct of union business as outlined above, will not adversely affect the ability of NFT Metro to carry out its operations.

Section 12.5: Military Leave

Any employee who enters the National Guard or the military service of the United States government shall, at the expiration of such service, be accorded all the rights and privileges.

Section 12.6: Bereavement Leave

In the event of a death occurring in an employee's immediate family, the employee shall be granted three (3) leave days, including holidays and weekends.

The immediate family shall be defined as: father, mother, spouse, children, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandparents, grandchildren and step-children.

A leave request form must be completed to document all such time.

ARTICLE 13
GRIEVANCE AND ARBITRATION PROCEDURE

A grievance is any controversy between the employee and the union with respect to interpretation or application of any of the terms of this agreement or compliance with any of the terms of this agreement.

All grievances as defined above shall be settled in the following manner:

Step 1:

The aggrieved party and steward shall first discuss the grievance with his/her immediate supervisor with the objective of resolving the matter informally.

Step 2:

If the matter is not resolved at the above step, it may be submitted as a grievance in writing on the executed form to be provided by the Union and presented to the supervisor within five (5) calendar days after the reason for the grievance has occurred. The grievance shall include the name(s) and position(s) of the aggrieved party, the current date, and the details of the grievance and relief requested, including the specific clauses or provisions of the agreement alleged to be violated.

A meeting between the designated Employer representative and a Union Business Representative will be held within seven (7) calendar days after receipt of the written grievance. Within seven (7) calendar days after such meeting, the Employer will provide the Union with a written response to its grievance.

Step 3:

If, at this point, the grievance has not been satisfactorily settled, either party hereto shall have the right to submit such grievance to arbitration, providing such written submission is made within ten (10) calendar days after receipt of the Step 2 written response. The Employer and the Union agree that the arbitrator shall be selected by the process established by the Public Employment Relations Board. The arbitrator shall have no power or authority to add to, detract from or modify explicit or implied, any express term of this

agreement, and his authority shall be limited to deciding only whether a specific provision of this agreement has been violated. Only one (1) grievance shall be submitted to or be heard by an individual arbitrator except by mutual written agreement of the parties. The decision of the arbitrator shall be final and binding upon the parties hereto. In any event, should either party fail to comply with the arbitrator's award, the parties agree that either party may petition a court of competent jurisdiction to confirm and enforce said award and that judgment may be entered thereon unless the award is vacated by court order. The expense and fees of the arbitrator and PERB shall be shared equally by the Employer and the Union.

In the event the Employer is contemplating grievance action against an employee, it shall be filed directly at Step 2 of the grievance procedure.

The Union and Employer's designee shall confer and attempt to satisfactorily adjust the dispute. If they do not resolve the issue, it may be submitted to Step 3 within five (5) working days of the time it was submitted to the Union.

ARTICLE 14 **DISCIPLINE PROCEDURE**

NFT Metro shall not discharge nor suspend any employee without just cause. In all cases involving the discharge or suspension of an employee, NFT Metro must notify the employee, in writing, of his/her discharge or suspension and the reason therefore. Such written notice shall be given to the shop steward and a copy mailed to the Local Union office, all in a timely manner.

In respect to discharge or suspension, NFT Metro agrees to apply the concept of progressive discipline consistent with the severity of the misconduct being addressed.

Any employee discharged must be paid in full for all wages owed him by NFT Metro, including earned vacation pay, if any, by the next regular pay date.

ARTICLE 15 **SAFETY AND WELFARE**

Section 15.1: Safety Devices

NFT Metro will continue to install safety devices for the protection of the lives and health of employees and will use its best efforts to maintain necessary equipment, vehicles, buildings and other facilities in safe and sanitary condition. NFT Metro will cooperate with the Union in the receipt and investigation of complaints concerning matters affecting the health and safety of employees.

Section 15.2: Access to Employees

Each contract year, the Employer will furnish the Union with a list of new employees in the bargaining unit in addition to any change of address of current employees in the unit. Such list of new employees shall contain the name, address, position and salary. It is understood that it is the obligation of an employee to notify the Employer of any change of address, phone number, name, and marital status. Failure to do so may result in disciplinary action taken against the employee. This information will be held in strict confidence and will not be used to harass any employee.

One (1) month after the signing of this agreement, the Employer agrees to provide job descriptions of all positions covered by this agreement to the Union and annually thereafter during the term of this agreement. For any new job titles within the bargaining unit created during the term of this agreement, the Union Business Representative shall be provided a copy of such job description within thirty (30) calendar days after an employee is appointed to such new position.

Section 15.3: Access to Premises

The Employer agrees to permit representatives of the International Union, and/or Local Union to enter the premises of the Employer at any hour after permission from the division head or his designee has been granted for individual discussions of working conditions with employees, provided such representatives or the discussions do not unduly interfere with the performance of duties assigned to the employees.

ARTICLE 16
PERSONNEL FILES

Section 16.1: Disciplinary Memo or Notice

No disciplinary memo or notice of any nature which might reflect adversely upon the employee's character or career will be placed in any personnel file without his/her knowledge. The employee shall be given the opportunity to respond in writing to any such material and to have the response maintained as part of his/her personnel file. After one year, all disciplinary memos or notices may be subject to review. The Union will receive copies of disciplinary memos or notices.

Section 16.2: Unsupported Charges

If complaints or charges lodged against an employee and maintained in his/her personnel file are subsequently found to be unsupported, all record thereof shall be removed from the employee's personnel file.

Section 16.3: Inspection

Upon the request of the employee concerned, his/her personnel file shall be made available to him/her for review. The personnel file cannot be removed from its regular place of maintenance or storage at 181 Ellicott Street, Buffalo, New York and must be reviewed in the presence of the normal custodian of such file.

ARTICLE 17
MISCELLANEOUS BENEFITS

Section 17.1: Bulletin Boards

NFT Metro agrees to allow authorized employees of the Union to use the designated bulletin boards for posting official Union notices, which must be signed by an authorized Union official. The Union agrees to use these designated bulletin boards for the posting of notices and announcements of meetings, elections, appointments to offices and results of elections, social educational or recreational affairs of the Union

Section 17.2: Printing of Agreement

NFT Metro agrees to reproduce a sufficient number of copies of this agreement for distribution by Union officers to the membership.

Section 17.3: Employee Assistance Program

NFT Metro agrees to continue current EAP services to employees and their immediate family.

Section 17.4: Mileage Allowance

If an employee is requested by management to work at another location, after he has reported to work, the employer must provide transportation for the employee or a minimum of \$.28 per mile shall be paid for the use of an employee’s personal vehicle. The mileage payment may be increased by the NFTA Board of Commissioners. Employees may not be required to use personal vehicles in the course of their duties.

ARTICLE 18
SAVINGS CLAUSE

In any section, subsection, sentence, clause, phrase of any portion of this agreement is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such provision shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this agreement.

ARTICLE 19
MANAGEMENT RIGHTS

Except as expressly limited by the provisions of this agreement, all of the authority rights and responsibilities of NFT Metro are retained by it including the sole right to conduct the business of and carry out the mission of the NFT Metro. Such rights are subject to such conditions, requirements and limitations as may be applicable under law and must be exercised consistently with the other provisions of this agreement.

Such rights include, but are not limited to the following:

1. To determine the mission and policies of the NFTA, NFT Metro
2. To determine the facilities, methods, means and number of personnel; to designate the members needed to carry out the NFTA, NFT Metro’s missions and to introduce new or improved methods of facilities.

ARTICLE 20
NO STRIKE CLAUSE

The Union recognizes the status of NFT Metro employees as “public employees” and the provisions of law applicable thereto.

The Union shall not engage in a strike, nor cause, instigate, encourage or condone one. In the event a strike or work stoppage occurs, the Union shall exert its best efforts to prevent and terminate the same.

No lockout of employees shall be instituted by the Employer during the term of this agreement.

ARTICLE 21
TERM OF AGREEMENT

The effective date and terms of this agreement shall be from 04/01/2012 and the agreement shall continue in full force and effect until 3/31/2021, unless extended or modified by mutual agreement of the parties.

Notice of intent to change or amend the provisions of this agreement shall be served, in writing, by the party desiring such change or amendment to the other party at least one hundred twenty (120) days prior to said expiration date.

If neither party send a notice of intent to change or amend this agreement, then this agreement shall be considered to have been automatically renewed for the term of one (1) year.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this _____ day of _____, 201_.

NIAGARA FRONTIER TRANSPORTATION AUTHORITY

NFTA TEAMSTERS LOCAL #264 (SHIFT SUPERVISORS)

APPENDIX A
SALARY TABLES/WAGE RATES

The following hourly rate salary tables are in effect for Garage Shift Supervisors for the term of this agreement.

	Step 1	Step 2 (6 mos.)	Step 3 (12 mos.)	Full Rate (24 mos.)
04/01/2012-03/31/2013	\$23.5100	\$24.9500	\$26.6800	\$29.3600
04/01/2013-03/31/2014	\$23.5100	\$24.9500	\$26.6800	\$29.3600
04/01/2014-03/31/2015	\$23.5100	\$24.9500	\$26.6800	\$29.3600
04/01/2015-03/31/2016	\$23.5100	\$24.9500	\$26.6800	\$29.3600
04/01/2016-03/31/2017	\$23.5100	\$24.9500	\$26.6800	\$29.3600
04/01/2017-03/31/2018	\$24.1565	\$25.6361	\$27.4137	\$30.1674
04/01/2018-03/31/2019	\$24.8208	\$26.3411	\$28.1676	\$30.9970
04/01/2019-03/31/2020	\$25.3793	\$26.9338	\$28.8013	\$31.6944
04/01/2020-03/31/2021	\$25.9503	\$27.5398	\$29.4494	\$32.4076

Employees will enter the salary table at Step 1 and will be eligible to move to Step 2 after six (6) months of satisfactory service.

Employees will then be eligible to move to Step 3, six (6) months after placement in Step 2, provided their service was satisfactory. Employees will then be eligible to move to full rate, twelve (12) months after placement in Step 3, provided their service was satisfactory.

**APPENDIX B
SUPERVISORY OVERTIME AGREEMENT**

WHEREAS, a dispute exists between ATU Local #1342, Teamsters Local #264, and NFT Metro System, Inc., regarding the distribution of supervisory overtime at each of the Company's existing garage locations; and

WHEREAS, each of the parties mutually desire to resolve this dispute and develop a new procedure for distributing supervisory overtime;

THEREFORE, the following settlement is entered between the parties with the understanding that this settlement does not resolve any open issue which may exist regarding monies allegedly lost due to missed overtime opportunities, to wit:

There will be one (1) rotating overtime list at each garage location consisting of the ATU garage leader and Teamster supervisor from that location. This list will be used exclusively for the filling of all open supervisory tricks at each location including those relating to night relief supervisor and all open weekend tricks.

The initial order of personnel will be done by the individual's seniority (ie: similar to vacation picking by these people).

Acceptance or refusal of overtime will remain with present/consistent practice.

Other overtime lists will be unchanged and have not affect in relation to this list.

ATU garage leaders will still be entitled to have their names on the Group 1 and/or snow work overtime lists at their respective work locations in addition to the new formulated list.

Vacation/Absentee relief roles of ATU garage leaders will remain as present practice (ie: work hours, specific hours to be worked, assignment for relief, etc).