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COLLECTIVE BARGAINING AGREEMENT

Between The

NIAGARA FRONTIER TRANSPORTATION AUTHORITY

And

**CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.,
LOCAL 1000, AFSCME, AFL-CIO**

4/1/2017 - 3/31/2020

(UNIT 6781 of LOCAL 815)

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AGREEMENT

THIS AGREEMENT, entered into this 21st day of October 2016, by and between the Niagara Frontier Transportation Authority, 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 transaction of business at 181 Ellicott Street, Buffalo, New York, hereinafter referred to as the "NFTA", and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, hereinafter "CSEA".

ARTICLE 1 TERM

Section 1: This contract shall become effective April 1, 2017 and remain in full force and effect until March 31, 2020. If at the expiration of this contract, a new contract has not been concluded, the parties agree that this contract shall remain in full force and effect until a successor agreement has been executed by CSEA and the NFTA.

ARTICLE 2 RECOGNITION AND PAYROLL DEDUCTION

Section 1: The NFTA recognizes CSEA as the sole and exclusive bargaining representative for all employees in the following titles:

Vehicle Maintenance Supervisor(3)
Assistant Vehicle Maintenance Supervisor(3)
Vehicle Electronics (ITS) Supervisor (2)
Assistant Vehicle Electronics (ITS) Supervisor (1)
Machine Shop Supervisor(1)
Body Shop Supervisor(1)
Unit Change Supervisor(1)
Building Maintenance Supervisor(1)
Supervisor of Stores(1)
Money Center Supervisor(1)
Assistant Supervisor-Capital Projects-Open
Assistant Supervisor-Electrical Power(1)
Assistant Supervisor-Systems/Facilities(2)
Assistant Railcar Supervisor(3)
Electrical Power Supervisor(1)
Systems/Facilities Supervisor(1)

Train Control Supervisor(1)
Supervisor, Operations and Maintenance(1)
Inventory Manager(1)
Equipment Engineer (Surface Transportation)(1)
Technical Trainer/Quality Assurance (Bus and Rail)(1), 1 Open
Safety Specialist(1)
Customer Care Supervisor(1)
Maintenance Operations Coordinator(1)
Accounting Supervisor (1)

Section 2: In the event new NFTA-METRO supervisory titles are created by the NFTA during the term of this Agreement, CSEA shall be notified, in writing, within ten (10) business days subsequent to the creation of such titles. In the event the NFTA and CSEA are unable to agree as to whether the new titles are to be included in the bargaining unit, either party may petition the Public Employment Relations Board for a determination.

Section 3: (a) The NFTA shall deduct biweekly from the wages of each employee and remit on a monthly basis to the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, 143 Washington Avenue, Albany, New York 12210 or its designated agent regular membership dues and insurance premiums for those employees who authorize such deduction(s). The NFTA shall make such deductions exclusively for CSEA as the recognized bargaining agent for employees described in Section 1 of this Article and shall not grant this privilege to any other employee organization, Union or Association.

(b) The CSEA shall have the sole right to designate a representative of the CSEA Insurance Plans to visit the employees covered under this Agreement during designated lunch periods for the purpose of explaining the plans and/or adjusting claims. Deductions for all CSEA Insurance Plans including Life and Sickness and Accident shall be made by the NFTA. The CSEA designated insurance representative will notify the NFTA prior to meeting with the employees.

(c) Agency Shop - CSEA, having been recognized or certified as the exclusive representative of employees within the negotiating unit, shall be entitled to have deductions made from the wage or salary of employees of said bargaining unit who are not members of CSEA in an amount equivalent to the dues levied by CSEA for employees who are members. The fiscal or dispersing officer shall make such deductions and transmit the sum so deducted to CSEA.

The fiscal officer making such deductions will transmit these amounts to CSEA, 143 Washington Avenue, Albany, New York 12210. This deduction will be accompanied by a listing indicating the name and address of those employees who are not members of CSEA.

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

ARTICLE 3 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 to carry out the NFTA, NFT Metro's missions and introduce new or improved methods or facilities.

ARTICLE 4 UNION BUSINESS

Section 1: Upon sufficient written notice to the Department Head or his/her designee, time off without pay will be granted (in accordance with the same practice that applies to the granting of time off for vacation and personal time) duly authorized CSEA representatives to attend official CSEA training, seminars, conferences and/or conventions. Attendance at such functions shall not exceed a total of fifteen (15) days for the Bargaining Unit as a whole for a one-year period.

Section 2: The Unit President or his/her designated representative, if the President is unavailable, shall be

allowed to investigate and process grievances for reasonable periods of time without loss of pay, and shall be allowed to attend any formal or informal disciplinary hearings concerning matters between the NFTA and the CSEA Bargaining Unit. The Unit President or his/her designee, shall be allowed time off with pay to participate in grievance arbitrations and PERB hearings, and shall be afforded a reasonable amount of time off with pay for hearing preparation not to exceed three (3) hours per specific grievance or PERB matter. The Department Head shall be notified by the President or his/her representative when it becomes necessary for the President or his/her representative to be absent from their work location for the purpose of conducting Union business.

Section 3: CSEA shall provide written notification to the NFTA within seven (7) calendar days following election or selection of CSEA officers and CSEA representatives. Failure on the part of the CSEA to timely notify shall release the NFTA from any obligation to grant time off with pay under Section 1 and 2 set forth above until the CSEA provides notification as provided in this Section.

ARTICLE 5 NO STRIKE-NO LOCKOUT

CSEA affirms that it does not and will not assert the right to strike or to engage in other concerted stoppage of work or slow down by its members against the NFTA nor to assist or participate in any such acts nor to counsel, advise, urge or impose upon its members an obligation to conduct, assist or participate in such a strike or other acts as herein defined.

In a concomitant manner, the NFTA agrees that it will not lockout any employee covered in Article 2, Section 1. However, a complete or partial reduction of operations by the NFTA for economic or other compelling business reasons shall not be considered a lockout.

ARTICLE 6 HOURS OF WORK

Section 1a: Bus Maintenance Supervisors

The normal workweek will be Monday through Friday. This schedule may be modified by the NFTA in response to changes in the operation of its business.

Section 1b: Rail Maintenance Supervisors

The normal workweek will be Monday through Friday, except for the third shift Assistant Supervisors whose workweek will be Sunday through Thursday and the Supervisor, Operations and Maintenance whose work week will be Wednesday through Sunday. Schedules may be modified by the NFTA in response to changes in the operation of its business.

Section 2: Employees will work an eight and one-half hour day schedule with eight (8) hours of work and a one-half (1/2) hour unpaid lunch. The actual hours of work will be designated by the NFTA.

Section 3: Employees currently employed in the Rail Stores will work eight (8) hours per day with a one (1) hour paid lunch, Wednesday through Friday. Employees currently employed in the Rail Stores will work eight (8) hours of work and a one-half (1/2) hour unpaid lunch Saturday and Sunday. Any employees hired into the bargaining unit position after the date of execution of this agreement will work the hours as indicated in Section 2.

Section 4: The employee who is employed in the Money Center Supervisor position will work eight (8) hours per day with a one (1) hour paid lunch, Monday through Friday.

**ARTICLE 7
HOLIDAYS**

Section 1: The following are to be paid holidays if they fall within the scheduled work week, except when a holiday falls on a Saturday or Sunday, then the preceding Friday or the following Monday shall be the paid holiday.

New Year's Day	Labor Day
Martin Luther King Jr. Day	Columbus Day
Presidents' Day	Veterans' Day
Good Friday (1/2 day)	Thanksgiving Day
Memorial Day	Day Preceding Christmas
Independence Day	Christmas Day
Floating Holiday*	

*Each employee will be credited with one "floating" holiday on

April 1 for use during the fiscal year. The employee must request use of this holiday, in writing, at least forty-eight hours in advance.

Section 2: Employees who are required to work on a day that is celebrated as a holiday as provided for in this Agreement will be paid in the following manner:

- a) Employees who are required to work on Presidents' Day, or the Day Preceding Christmas will be paid their regular rate of pay in addition to receiving their holiday pay.
- b) Employees who are required to work on a holiday listed in Section 1, other than those holidays listed in Section 2a, will be paid at time and one-half (1½) their regular rate of pay in addition to receiving their holiday pay.

Section 3: In order to be paid for a holiday, an employee must be on full-pay status. Employee on unpaid leave, non-job related disability, worker's compensation, or disciplinary suspension when a holiday occurs or observed will not be paid for that holiday. In any fiscal year, an employee must have worked the last scheduled work shift prior to and the next schedule work shift after a holiday to be paid for such holiday.

Section 4: Employees may be required to work any of the above holidays on which weekday service is scheduled unless they have been granted permission to take the holiday off. Schedules to be designated by the NFTA. Any changes will be discussed with the CSEA prior to implementation.

ARTICLE 8 PERSONAL LEAVE

Section 1: Employees shall be entitled to a maximum of five personal leave days per year. Personal leave is credited to employees at the start of each fiscal year (April 1).

Section 2: Upon date of hire, an employee shall receive a pro-rated share of personal leave for use during that year. Personal leave time cannot be accumulated from year to year; however, unused personal leave may be credited as sick leave.

Section 3: Personal leave must be used in increments of not less than one hour.

Section 4: Requests for personal leave should be submitted forty-eight (48) hours in advance or as soon as possible in the case of an emergency.

Section 5: An employee who retires shall be compensated for any unused personal leave time as of the date of retirement. Any other cause of separation from employment, including but not limited to resignation, termination or layoff will not entitle an employee to payment of unused personal leave time. The employee's estate will receive compensation for any unused personal leave in case of death of an employee.

Section 6: An employee recalled from layoff will be credited with any unused personal leave the employee may have had at the time of layoff.

ARTICLE 9 VACATION

Section 1: Basic vacation credits shall be earned at the rate of 1/2 day (4.0 hours) per pay period. Employees shall have a total accrual of 13 vacation days at the end of each year. In addition to basic vacation credits, employees become eligible for anniversary/longevity vacation credits. These credits supplement the basic vacation credits received and are intended to provide vacation credits to conform with the schedule of vacation increments as outlined below:

Years of Employment	Vacation Days
1	13 Basic Days
2	14 Days (13 Basic + 1 Ann.)
3	15 Days (13 Basic + 2 Ann.)
4	16 Days (13 Basic + 3 Ann.)
5	17 Days (13 Basic + 4 Ann.)
6	18 Days (13 Basic + 5 Ann.)
7	19 Days (13 Basic + 6 Ann.)
8-16	21 Days (13 Basic + 8 Ann.)
17-26	23 Days (13 Basic + 10 Ann.)
27-29	24 Days (13 Basic + 11 Ann.)
30 or More	25 Days (13 Basic + 12 Ann.)

Vacation time may be taken in one (1) hour increments.

Anniversary/longevity vacation credits are deemed to be earned on the day immediately following an employee's anniversary date.

Basic vacation credits shall be earned by employees on full-pay status for hours actually worked; vacation, sick leave, personal leave, jury duty, military leave or any other form of paid leave or Workers' Compensation. Vacation credits will be pro-rated in those instances where an employee is on unpaid leave of absence or receiving disability benefits.

Section 2: Vacation up to a maximum of fifty (50) days (400 hours) may be carried over to the next calendar year.

Section 3: Employees have the option of converting up to a maximum total of twenty vacation days per fiscal year into cash value. The selection can be made three times during the fiscal year and must be in writing to the NFTA and result in a minimum of five accrued vacation days remaining after receiving this cash value. Payment will be made in the next paycheck or as a separate check if the value is more than \$300.

Section 4: An employee who resigns or retires should provide the Authority with at least two weeks of written prior notification. Upon separation, the employee will be compensated for earned vacation time.

Section 5: All vacation benefits accrued will be paid to the estate of an employee who dies while on full pay status or who is receiving New York State Disability or Workers' Compensation benefits.

Section 6: Where necessary employees will select their vacation based on their seniority as defined in Article 30.

Section 7: Employees will continue to select vacations based on the existing practice.

Section 8: 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.

ARTICLE 10 SICK LEAVE

Section 1: Sick leave is exclusively to help compensate employees who are unable to work due to a bona fide illness or injury. The use of sick leave may include required doctor and dentist visits.

Section 2: Employees shall earn sick leave credits at a rate of one-half day per biweekly pay period, to the extent that the employee is on full-pay status during such period. Sick leave credits may be accumulated up to a total of 220 days (1,760 hours).

Section 3: An employee has the responsibility to notify his/her Department Head or division office as soon as possible when he/she is sick. This notification must be made prior to the employee's scheduled working hours, however, extenuating circumstances will be considered by management.

Section 4: For sick leave absence in excess of five (5) consecutive work days, an employee must have a physician's release to return to work.

Section 5: Employees will be paid for up to a maximum of forty (40) days of unused sick leave upon retirement.

Section 6: The NFTA, at its own expense and selection, may require an employee to take a physical examination whenever deemed necessary.

Section 7: Abuse or falsification of sick leave is a serious violation of NFTA work rules which may result in disciplinary action, including termination.

Section 8: During the fiscal year, an employee may use a total of five (5) sick days without the requirement for medical documentation in accordance with the conditions set forth in Section 1 of this Article. In order to receive paid sick leave in excess of five (5) undocumented sick days in a fiscal year the employee will be required to provide the NFTA with medical documentation from a physician verifying the illness or injury. Any use of sick leave days where medical documentation has been provided by the employee will not be counted against the five (5) day total.

ARTICLE 11 SICK LEAVE INCENTIVE

Section 1: Full-time employees who during the course of the Authority's fiscal year use eight hours or less of sick leave shall be paid, in addition to other wages earned and owing them, a payment which shall equal thirty-four hours of pay. Employees who use between eight and sixteen hours of sick leave shall be paid an additional twenty-six hours of pay. Employees who use

more than sixteen and up to twenty-four hours shall be paid an additional eighteen hours of pay.

Section 2: The rate of pay shall be equal to that which the employee is entitled to on the last day of the fiscal year which applies. The Authority shall provide this payment to the eligible employee within thirty days of the start of the new fiscal year.

ARTICLE 12 MEDICAL COVERAGE FOR EXTENDED SICK LEAVE

Section 1: The Authority will continue to pay its contribution toward health insurance for employees on long-term disability or Workers' Compensation up to a maximum of three (3) years.

ARTICLE 13 JURY DUTY

If an employee is called for jury duty during normal working time, he or she shall present proof to his or her supervisor. The employee shall be marked as absent with pay for the period required for jury service.

ARTICLE 14 PAID MILITARY LEAVE

Military and other leaves required by law, shall be granted to permanent employees on full pay status in accordance with and pursuant to New York State Law. (Thirty (30) calendar days or twenty-two (22) working days, whichever is greater).

ARTICLE 15 BEREAVEMENT LEAVE

In the event of a death occurring in an employee's immediate family (spouse, father, mother, sister, brother, son, daughter, grandfather, grandmother, grandchildren, father-in-law, mother-in-law, daughter-in-law, son-in-law) the employee shall be entitled to a maximum of three days bereavement leave. A Leave Request form must be completed to document all such time.

ARTICLE 16
MEDICAL INSURANCE

Section 1: Effective Date of Coverage for Active Employees

The provisions of this Article shall be effective on November 1, 2004 for all active employees.

Section 2: Effective Date of Coverage for Newly-Hired Employees

For newly-hired employees, the effective date of the insurance listed in this Article shall be the first of the month following the completion of thirty (30) days of employment.

Section 3: Type of Coverage Available For Active Employees

Effective the signing of this agreement or as soon as practicable thereafter, the medical insurance plans offered to active employees shall be the Traditional Blue PPO 6398 (HDHP PPO 6312), the Traditional Blue POS 298 (POS 205) or a replacement plan selected by the Company.

Section 4: Employee Monthly Premium Cost For Active Employees

Effective January 1, 2014, all current (active) employees and employees hired on or after ratification will contribute ten (10%) percent of the monthly premium cost for either single or family coverage in the Traditional Blue PPO 6398 (HDHP PPO 6312) or Traditional Blue POS 298 (POS 205) or a replacement plan. For the PPO 6398 (HDHP PPO 6312) the Company will establish a debit account (105H) of three thousand dollars (\$3,000), for a family plan and refill that account each year thereafter to a maximum of three thousand dollars (\$3,000). Example: Employee utilizes \$2,000 from 1-1-16 through 12-31-16. \$2,000 will be placed in the 105H account on 1-1-17 totaling \$3,000. For a single plan fifteen hundred dollars (\$1,500) will be placed in the employee account and refilled each year thereafter, to a maximum of fifteen hundred dollars (\$1,500). Example: Employee utilizes \$1,000 from 1-1-16 to 12-31-16, \$1,000 will be placed in the 105H account on 1-1-17 totaling \$1,500.

Section 5: Termination of Coverage and Replacement Plan Selection

The NFTA reserves the right to opt out of the Traditional Blue PPO 6398 (HDHP PPO 6312), the Traditional Blue POS 298 (POS 205), or the Core Plan effective the date of ratification and replace that coverage with substantially equivalent coverage "Replacement Plan", which the NFTA will submit to the CSEA for its review and comment. If the NFTA and CSEA cannot agree that the coverage is substantially equivalent, the matter will be submitted to final and binding arbitration using the arbitration procedure outlined in Article 28 - Grievance Procedures.

Section 6: Medical Insurance Waiver

During the annual enrollment period, an employee who is eligible for coverage, at his/her option, may waive health insurance coverage and receive the following cash payment:

Single \$2,500

Family \$3,000

In accordance with the cash payment program, an employee must provide proof of duplicate medical coverage. This may be in the form of a letter from the medical benefits provider or a photocopy of a current medical identification card, which reflects dual coverage. Such documentation must be submitted with the completed application.

Employees interested in participating in this program should contact the Human Resources Department for an application during the annual open enrollment period.

ARTICLE 17 PAID MEDICAL INSURANCE UPON RETIREMENT

Section 1: Effective Date

The provisions of this Article shall be effective on November 1, 2004 for all CSEA employees who retire on or after November 1, 2004, subject to the eligibility provisions listed below in Section 7. Except as provided for in Section 11 of this Article, employees who retired prior to November 1, 2004 will receive paid medical insurance upon retirement under the terms of Article 17 of the Collective Bargaining Agreement dated 4-1-02 - 3-31-05.

Section 2: Type of Coverage Available For Age Pre-65/ Pre-Medicare Eligible Retirees

Effective November 1, 2004, there are two plans for Age Pre-65 retirees who retire on or after that date. The Core Plan Traditional Blue POS 203 ("Core Plan") and the Core Traditional Blue PPO with Rx ("Traditional Blue PPO 812"). Participation in the plans is subject to residency requirements established by the carrier, Blue Cross/Blue Shield of Western New York.

Section 3: Employee Monthly Premium Cost For Age Pre-65/Pre-Medicare Eligible Retirees

The Company will pay the full monthly premium cost for single coverage. If the retiree chooses either a two person (double) or family coverage, the Company will pay 50% of the monthly premium, as appropriate, in the Core Plan or a Replacement Plan selected under Section 6 for Age Pre-65 retirees. Retirees may elect Traditional Blue PPO 812 coverage; however, the dollar amount paid by the Company toward such coverage will be no greater than the dollar amount paid by the Company (50%) toward the appropriate coverage under the Core Plan or a Replacement Plan.

Section 4: Type of Coverage Available For Age Post-65/Medicare Eligible Retirees

Effective November 1, 2004, there are four plans for Age Post-65 retirees. Participation in the plans is subject to residency requirements established by the carrier, Blue Cross/Blue Shield of Western New York. Option D is the only option available to employees who permanently live outside of the Western New York area, as defined by the carrier, Blue Cross/Blue Shield of Western New York.

There are four plans available:

- Option A - BCBS of WNY Senior Blue 402
- Option B - BCBS of WNY Senior Blue 401 with Unlimited Rx
- Option C - BCBS of WNY Traditional PPO 201 with Unlimited Rx
- Option D - CORE Traditional Blue PPO with Rx Traditional Blue PPO 812)

Section 5: Employee Monthly Premium Cost For Age Post-65/Medicare Eligible Retirees

The Company will pay the full monthly premium cost for single coverage for Option A, Option B or Option C, or their counterparts in a Replacement Plan selected under Section 6, for Age Post-65 retirees who retire on or after November 1, 2004.

When a post-65 retiree has a spouse and/or eligible dependents, the Company will pay 50% of any additional monthly premium cost for coverage of those individuals in the appropriate plan (among Options A, B or C or the Core Plan), depending upon the age and/or Medicare eligibility status of the spouse and/or eligible dependents. 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).

Age Post-65 retirees electing single coverage under Option D will be responsible for paying the difference between the monthly premium cost for single coverage of the most expensive plan among Options A, B and C and the monthly premium cost of Option D. Age Post-65 retirees covered under Option D who have spouses either under or over the age of 65 and/or eligible, covered dependents may elect double or family coverage, as appropriate, under Option D. Age Post-65 retirees electing double or family coverage under Option D will be responsible for paying the difference between 50% of the monthly premium cost of the most expensive plan among Options A, B and C and the monthly premium cost of Option D.

Section 6: Termination of Coverage and Replacement Plan Selection for Both Age Pre-65/Pre-Medicare Eligible and Age Post-65/Medicare Eligible Retirees

The NFTA reserves the right to opt out of the current plans and/or the retiree options outlined above, effective on or after October 1, 2005, and to replace that coverage with substantially equivalent coverage "Replacement Plan", which the NFTA will submit to the CSEA for its review and comment. If the NFTA and CSEA cannot agree that the coverage is substantially equivalent, the matter will be submitted to final and binding arbitration using the arbitration procedure outlined in Article 28 - Grievance Procedure.

Section 7: Eligibility Requirements For Medical Insurance Benefit Upon Retirement

To be eligible for this benefit, the retiree must meet the following conditions:

- a) Must retire on or after November 1, 2004;
- b) Must retire with a minimum of ten years of credited service with the NFTA;
- c) Must enroll in the NFTA retiree medical benefit program;
- d) Must retire from full-time employment with the NFTA;
- e) Must not be eligible for coverage under another medical plan if the spouse is still employed.

Section 8: The retiree loses his/her eligibility if his/her spouse is employed or re-employed and becomes eligible for medical benefits as a result of that employment. The retiree's eligibility will be reinstated once his/her spouse is no longer eligible for medical benefits.

Section 9: At the time of retirement, eligible employees may apply the value of a maximum of one hundred (100) days of unused sick leave toward their share of the cost of medical insurance premiums.

Section 10: Upon the death of the retiree, his or her surviving spouse will be eligible for a maximum benefit of 50% of the monthly premium cost for single coverage, under the following plans, for a maximum period of 24 months:

1. Age Pre-65/Pre-Medicare Eligible spouse - Core Plan.
2. Age Post-65/Medicare Eligible spouse- Options A, B or C.
Age Post-65/Medicare Eligible surviving spouses who elect coverage under Option D will be responsible for paying the difference between 50% of the monthly premium cost of the most expensive plan among Options A, B and C and the monthly premium cost for single coverage under Option D for the maximum 24-month period.

The spouse loses his or her eligibility if he or she remarries or is eligible for other medical insurance as a result of being employed or re-employed.

Section 11: CSEA retirees who retired prior to November 1, 2004, were not eligible for coverage under the LMHC or the NFTA. As of the signing of this agreement, CSEA retirees who retired prior to November 1, 2004, are eligible for coverage under the NFTA plan(s). Any retiree who elects coverage under the NFTA or a replacement plan forfeits right to coverage provided in the collective bargaining agreement under which he/she retired, including but not limited to cash payment in lieu of medical insurance coverage provided for in Article 17, Section 1b, of the Collective Bargaining Agreement dated 4-1-02 - 3-31-05.

Section 12: Retirees who select any of the above-outlined options will pay their share of the monthly premium cost by deduction from their ATU or NFTM Company pension checks or by reimbursing the NFTA.

ARTICLE 18 FLEXIBLE BENEFITS PLAN

Section 1: NFTA agrees that bargaining unit employees can continue to participate in Flexible Benefits Plan in accordance with Section 125 of the Internal Revenue Code. Employees who elect to participate in this program can pay for dependent care and health care expenses not covered under medical, dental or optical insurance plans, with tax deductible dollars. A predetermined amount is withheld from an employee's paycheck each pay period and placed into a spending account. These monies are not subject to federal, state or social security taxes when withheld, or when paid to the employee as a reimbursement with regard to expenses incurred for qualified benefits. The Plan Year runs from January 1 to December 31 of each year.

Section 2: Employees can enroll in the Authority's Flexible Benefits Plan annually, and can only change their deferral amount or withdraw from the Plan under limited circumstances.

Section 3: In addition to the "Spending Accounts" referenced above, employees who are required to contribute toward their medical insurance premiums can elect to have this contribution withheld from their pay on a pretax basis. This election must be made annually.

Information concerning the Flexible Benefits Plan can be obtained from the Human Resources Department.

ARTICLE 19 DENTAL INSURANCE

Section 1: The NFTA will provide, at no cost to its employees, GHI In-Network Preferred dental insurance to employees and qualifying dependents. Unmarried dependent children are covered to the end of the calendar year in which they turn 23. Orthodontia is only provided for unmarried dependent children up to age 19.

Section 2: The NFTA will also provide employees the opportunity to enroll in GHI Out-of-Network Preferred dental insurance for employee and qualified dependents. The NFTA will pay premiums for this plan at the same levels provided for in Section 1 for the in-network plan with the difference in premium rates paid by the employee through payroll deductions.

Section 3: Dental Benefits for new employees are effective the first day of the month following thirty days of employment.

Section 4: Services rendered by a participating dentist are covered in full. Allowances for services rendered by non-participating dentists will be equal to allowances for services rendered by participating dentists. A schedule of allowances for services rendered will be available from the Human Resources Department.

Section 5: The provisions stated above are subject to the terms, conditions, restrictions and other eligibility requirements set forth in the Plan Document.

Section 6: The NFTA will have the ability to change Dental Insurance carriers during the life of the Agreement by mutual agreement with the CSEA.

ARTICLE 20 OPTICAL INSURANCE

Section 1: The NFTA will provide, at no cost to its employees, GHI CBP optical insurance to employees and qualifying dependents. CBP covers one examination and one pair of lenses each calendar year, and one pair of frames every two years. Unmarried dependent children are covered to the end of the calendar year in which they turn 19 or to age 23 if full-time students.

Section 2: Optical benefits for new employees are effective the first day of the month following thirty days of employment.

ARTICLE 21
DISABILITY INSURANCE BENEFITS

Section 1: The NFTA agrees to continue to provide New York State Disability Insurance.

Section 2: Disability benefits will be paid for illness or injury not related to or arising out of employment, up to the maximum allowed by law. Payments are made for a maximum of twenty-six weeks in any fifty-two week period.

Section 3: In order to claim benefits, a disabled employee is required to file "Notice and Proof of Claim for Disability Benefits" (Form DB-450) with his/her employer. Forms are available through the Human Resources Department.

1. There is a seven calendar day waiting period;
2. Employees can use sick days at the rate of one-half day's pay to supplement DBL payments;
3. An employee can receive vacation pay while on DBL.

Section 4: If an employee goes on Disability, the NFTA will continue to pay his/her health insurance premiums for a maximum of three (3) years.

ARTICLE 22
LONG-TERM DISABILITY INSURANCE

Section 1: The NFTA agrees that bargaining unit employees will continue to be covered by Group Long-Term Disability Insurance.

Section 2: After 180 consecutive days of total disability, bargaining unit employees are eligible to receive an amount equal to 60% of their covered monthly earnings (maximum benefit is \$5,000), less other income benefits they may be entitled to (e.g. Social Security, retirement benefits, Workers' Compensation benefits). Benefits are normally paid until an employee reaches 65 years of age.

ARTICLE 23
GROUP LIFE INSURANCE

Section 1: The NFTA agrees that all active (currently employed) Bargaining unit employees will continue to be covered by a Group Life Insurance Policy; this coverage is in addition to the death benefit provided through the New York State Employees' Retirement System.

Section 2: Life/AD & D benefits with double indemnity for accidental death are provided in the amount of one times an employee's basic annual salary rounded to the nearest \$1,000 up to a maximum of \$50,000. Coverage terminates when full-time employment terminates.

Section 3: It is understood that this group life insurance expires when an employee is separated from employment or retires.

ARTICLE 24
WAGES

Section 1: Salary Grades

Listed below are the appropriate salary grades and titles for the recognized bargaining unit positions identified in Article 2

Salary Grade Three (3)

Customer Care Supervisor
Safety Specialist

Salary Grade Four (4)

Money Center Supervisor

Salary Grade Five (5)

Assistant Vehicle Maintenance Supervisor
Machine Shop Supervisor
Body Shop Supervisor
Unit Change Supervisor
Supervisor of Stores
Supervisor Shop/Garage-Relief as Assigned
Assistant Supervisor-Capital Projects
Assistant Supervisor-Electrical Power
Assistant Supervisor-Systems/Facilities
Assistant Railcar Supervisor
Technical Trainer/Quality Assurance Bus and Rail)

Salary Grade Six (6)

- Vehicle Maintenance Supervisor
- Communications/Fare Collections Supervisor Bus and Rail)
- Electrical Power Supervisor
- Systems/Facilities Supervisor
- Train Control Supervisor
- Supervisor, Operations and Maintenance
- Building Maintenance Supervisor
- Inventory Manager
- Equipment Engineer(Surface Transportation)
- Maintenance Operations Coordinator

Section 2: SALARY SCHEDULE

Effective April 1, 2017 (2%)

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
3	55,071	58,793	62,512	66,977	71,799	72,096
4	58,798	62,381	65,249	70,269	74,571	75,202
5	61,039	64,761	67,738	72,951	77,416	78,070
6	64,017	67,738	71,460	75,181	80,393	81,047

Effective April 1, 2018 (2%)

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
3	56,172	59,969	63,762	68,317	73,235	73,538
4	59,974	63,629	66,554	71,674	76,063	76,706
5	62,260	66,056	69,093	74,410	78,964	79,631
6	65,298	69,093	72,889	76,685	82,001	82,668

Effective April 1, 2019 (2%)

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
3	57,296	61,168	65,037	69,683	74,699	75,008
4	61,173	64,901	67,885	73,108	77,584	78,240
5	63,505	67,377	70,475	75,899	80,544	81,224
6	66,604	70,475	74,347	78,218	83,641	84,321

Section 3: Beginning 4/1/2001, increments shall be granted to employees who are permanent in their title on April 1st and annually, thereafter, until the employee attains the top step of the grade provided they had a satisfactory performance evaluation for the prior year. This performance evaluation will be administered by the NFTA and will evaluate each employee as to how he/she performed in relation to pre-determined work standards and measurements.

Section 4: Employees who are promoted from Grade 5 to Grade 6 shall be placed in the same salary step that they are in at the time of promotion.

Section 5: An employee being demoted to a lower grade title shall be placed in the step of the lower grade title closest to their salary at the time of demotion.

Section 6: Employees who are regularly assigned to work second shift shall receive \$.20 per hour in addition to their hourly rate (defined as annual salary in salary schedule divided by 2080 hours). Employees who are regularly assigned to work third shift shall receive \$.25 per hour in addition to their hourly rate (defined as annual salary in salary schedule divided by 2080 hours). 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.

ARTICLE 25 OVERTIME

Section 1: Employees shall be paid time and one-half for all hours worked in excess of forty hours in a week. For this purpose, any paid leave; excluding paid sick leave shall be treated as time worked. Unpaid leave shall not be considered as time worked.

Section 2: Employees who work in excess of eight (8) hours in a day shall be paid time and one-half for all hours in excess of the eight (8) hours. Any employee required to work on his/her RDO (regular day off) will be paid time and one-half for all hours worked.

Section 3: Employees called in to 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 the 2.5 hour minimum he/she will be paid time and one-half for all additional hours worked.

Section 4: Time and one-half shall not be paid twice for the same overtime hours.

ARTICLE 26
OUT-OF-CLASSIFICATION PAY

Section 1: An employee who is assigned to perform the duties of a higher classification position for more than two consecutive weeks shall receive the equivalent salary step of the higher salary grade pay for all hours worked in excess of two consecutive weeks in the higher classification position.

Section 2: An employee who is assigned to perform the duties of a lower classification position will continue to receive the pay for the position to which the employee was permanently appointed.

ARTICLE 27
LONGEVITY PAY

Section 1: Longevity pay will be earned by employees with at least seven years of service, in accordance with the following schedule:

As of April 1, 2013	
<u>Anniversary</u>	<u>Longevity Pay</u>
7 th	\$ 450
11 th	\$ 650
15 th	\$ 850
20 th	\$1100
25 th	\$1350
30 th	\$1750

Section 2: For the purpose of computing longevity pay, an employee shall receive a longevity increment on April 1st if his/her 7th, 11th, 15th, 20th, 25th, 30th or 35th year of service will be completed at any time during that fiscal year. Once eligible, an employee's annual longevity pay is added to base salary and paid throughout the fiscal year on a bi-weekly basis.

ARTICLE 28

GRIEVANCE PROCEDURE

Section 1: General

1. It is the intent of this article to promote and provide a mutually satisfactory procedure for the settlement of grievances of employees arising out of the meaning, application or operation of this Agreement.

2. The CSEA representative shall be permitted to participate in the activity and progress of any grievance in each step through the final decision.

3. The time limits set forth in this article are of the essence. They may, however, be extended by mutual agreement of the parties. The failure of the grievant to proceed within the time limit set forth shall terminate the grievance at that step. The failure of the NFTA to answer within the time limit set forth will entitle the grievant to proceed to the next step of the grievance procedure.

4. The grievant covered by the terms of this Agreement shall have the right, if he/she so desires, to be represented by a CSEA unit representative at any step of the grievance procedure.

5. A grievance may be filed by an employee, group of employees (Class Action) or CSEA.

Section 2: Definitions

1. "Grievance" shall mean any claimed violation, interpretation or inequitable application of this Agreement.

2. "Working Day" shall mean all days other than Saturdays, Sundays and legal holidays. Saturdays, Sundays and legal holidays shall be excluded in computing the number of legal days in which action must be taken in any step of the grievance procedure.

Section 3: Grievance Procedure

Step 1. The employee aggrieved shall present his/her grievance in writing, on a form to be provided, setting forth the date, time and place of the alleged grievance, facts of the grievance, the particular section of the collective bargaining agreement involved, and the relief sought to the employee's department

head or his/her designee within ten (10) working days from the occurrence of the grievance or when the employee knew or should have known of the fact situation giving rise to the grievance. The department head or his/her designee shall hold an informal hearing within ten (10) working days after receiving such written request. The department head or his/her designee shall render a decision in writing within ten (10) working days of the receipt of the grievance or date of hearing, whichever is later.

Step 2. If the employee is not satisfied with the disposition of the grievance at the preceding step, it is agreed that the employee may appeal the grievance within ten (10) working days of the department head's decision in Step 1 to the Director, Surface Transportation.

Step 3. The Director, Surface Transportation or his/her representative shall schedule an informal hearing with the CSEA representative and the employee within ten (10) working days of receipt of the appeal from the employee(s). Within ten (10) working days following the date of the hearing, the Director, Surface Transportation or his/her representative shall transmit an answer, in writing, to the employee and his/her CSEA representative.

Step 4. If CSEA is not satisfied with the Director, Surface Transportation or his/her representative's answer, CSEA may within ten (10) working days upon receipt of the answer, notify the Director, Surface Transportation that CSEA is submitting the matter to final and binding arbitration. Only CSEA may submit the grievance to final and binding arbitration.

Section 4: Arbitration Procedure

1. The arbitrator may be selected by mutual agreement between the parties.
2. In the event the parties fail to mutually agree upon an arbitrator, either party will have the right to request a list of the names of seven (7) arbitrators from the New York State Public Employment Relations Board. Upon the receipt of such list, the parties shall use the Public Employment Relations Board's procedure for selecting the arbitrator.
3. The arbitrator's decision shall be rendered within thirty (30) days of the hearing or within thirty (30) days of the receipt of the written position of both parties. As timely arbitration decisions are in the best interest

of both parties, it is agreed that if a decision is not rendered within the above stated time limits, both parties will mutually contact the arbitrator to expedite the award.

4. The cost of any arbitration hearing will be borne equally by the parties to this Agreement.
5. The decision of the arbitrator shall be final and binding on both parties.
6. The arbitrator shall have no power to alter, modify, add to or subtract from the provisions of this Agreement. His/her authority shall be limited to deciding only whether a specific article and section of this Agreement has been violated.

ARTICLE 29 DISCIPLINE AND DISCHARGE

The NFTA shall follow a policy of progressive discipline, however if so warranted, the NFTA shall not be precluded from advancing the disciplinary action. If the NFTA has any reason to reprimand an employee, it shall be done in a manner that will not unduly embarrass the employee before other employees or the public.

Section 1: Any employee who is disciplined or discharged shall have the right to seek review of the discipline or discharge including the penalty involved by initiating an appeal in accordance with the procedure contained in this article. The employee shall be entitled to representation by CSEA at each step of the procedure contained in this article. The burden of proof on all disciplinary matters shall rest on the NFTA.

Section 2: In any instance in which a representative of the NFTA seeks to discipline or discharge an employee, a written notice of discipline or discharge shall be served upon the employee. The notice shall contain the reasons for the discipline or discharge including a description of the alleged acts, violations and/or conduct and the approximate dates, times and places such acts occurred. Said notice shall also include the penalty being proposed. A copy of the notice shall be served concurrently upon the unit President or his/her designee.

An employee may be discharged or suspended prior to the resolution of the notice of discipline only if the NFTA determines that there is probable cause to believe that the employee's continued presence on the job represents a potential danger to persons or property or would severely interfere with operations. In no event however, may a suspended employee be removed from the payroll in excess of thirty (30) days pending the resolution of a disciplinary grievance.

An employee who is disciplined shall have the right to seek review of the disciplinary matter by initiating an appeal in accordance with the procedures set forth in Section 3 of this article. The employee shall have ten (10) working days, exclusive of the date the discipline, suspension or discharge action was effective, to file a written appeal at Step 1 of the disciplinary procedure.

An employee who has been discharged or suspended shall be allowed to begin his appeal of the suspension or discharge at Step 2 of the procedure.

Section 3: Procedure

Step 1. If a written appeal is filed, the Director, Surface Transportation or his/her representative shall schedule a hearing within ten (10) working days of the date of receipt of the written appeal. The Director, Surface Transportation or his/her representative shall inform the affected employee and his/her CSEA representative in writing of the time and place the hearing is to be held. The employee and/or his or her CSEA representatives shall be allowed to present any and all written information and oral argument concerning the proposed discipline matter. The Director, Surface Transportation or his/her representative shall provide a written decision to the employee and his/her CSEA representative within ten (10) working days following the close of said hearing.

Step 2. If CSEA is not satisfied with the decision of the Director, Surface Transportation or his/her representative, the Labor Relations Specialist of CSEA may request arbitration within ten (10) working days from the date of receipt of the Step 1 decision by notifying the Director, Surface Transportation of CSEA's intent to submit the matter to final and binding arbitration.

Section 4: Selection of the Arbitrator

1. The arbitrator may be selected by mutual agreement between the parties.
2. In the event the parties fail to mutually agree upon an arbitrator, either party will have the right to request a list of the names of seven (7) arbitrators from the New York State Public Employment Relations Board. Upon the receipt of such list, the parties shall use the Public Employment Relations Board's procedure for selecting the arbitrator.
3. The arbitrator's decision shall be rendered within thirty (30) days of the hearing or within thirty (30) days of the receipt of the written position of both parties. As timely arbitration decisions are in the best interest of both parties, it is agreed that if a decision is not rendered within the above stated time limits, both parties will mutually contact the arbitrator to expedite the award.
4. The cost of any arbitration hearing will be borne equally by the parties to this Agreement.
5. The decision of the arbitrator shall be final and binding on both parties.

ARTICLE 30 SENIORITY - JOB POSTING - PROBATION

Section 1: Seniority shall be defined as the length of continuous service with the NFT/NFT-METRO/NFTA for all full time employees working in bargaining unit positions as of November 15, 1998. For employees entering the bargaining unit after November 15, 1998, seniority will be defined as length of continuous service employed in a position in the bargaining unit.

Section 2: As used in Section 1, continuous service includes only those periods when an employee is on the NFTA active payroll and those periods when an employee is: (a) on leave of absence; (b) on layoff; (c) absent from, and unable to perform the duties of his position by reason of a disability resulting from illness or occupational injury or disease; (d) such other periods of service, if any, which may be required by applicable law to be treated as part of the employee's continuous service.

Section 3: Subject to applicable provisions of any law, an employee loses his/her seniority only when one or more of the following occurs:

he/she resigns; he/she is discharged for just cause; he/she retires;
he/she refuses a recall; he/she no longer has recall rights.

Section 4: When a vacancy occurs in a bargaining unit position, the NFTA will be responsible for the posting of the announcement of such vacancy on all designated bulletin boards at least ten (10) days prior to the date such vacancy is to be filled. Announcement of vacancies shall contain the title of the position to be filled, salary, minimum qualifications required for appointment and the hours and work location of the vacancies.

Section 5: When such vacancies are announced as provided above, employees who wish to be considered for appointment to such vacancies shall be allowed to file appropriate notice with the NFTA. The notice must be filed within ten (10) days following the announcement of the vacancy. The NFTA will interview and consider each bargaining unit employee applying for the vacancy who meets the minimum qualifications. The NFTA may fill the vacancy from outside the bargaining unit as long as the employee filling the vacancy is not less qualified than those bargaining unit employees applying for the vacancy.

Section 6: Employees working for the NFTA who are appointed to bargaining unit positions shall serve a probationary period of ninety (90) days of actual work which may be extended by mutual agreement of CSEA and the NFTA.

Section 7: Employees hired from outside the NFTA will serve a probationary period of one hundred twenty (120) days of actual work, during which time said employee may be disciplined or discharged without any recourse to Article 29.

Section 8: The NFTA retains the right to transfer or reassign employees to different shifts or work locations based upon legitimate business reasons. Employees will not be transferred or reassigned for disciplinary reasons.

ARTICLE 31
LAYOFF AND RECALL

Section 1: If the NFTA determines it is necessary to reduce the work force or abolish certain bargaining unit positions the following procedure shall be used:

- a) Prior to laying off any permanent employee within a job title, temporary employees and/or new CSEA employees serving their initial probationary period must be laid off.
- b) The least senior permanent employee within the job title will be designated to be laid off.
- c) The least senior permanent employee who has been designated to be laid off may displace a less senior employee, regardless of job title, in the same or a lower salary grade position so long as the employee meets the minimum qualifications for the position.
- d) A less senior displaced employee shall be entitled to utilize the same procedure as outlined above (a,b,c) until an employee is reached who can not displace any other employee. This employee will then be laid off.

Section 2: Whenever a vacancy occurs in a bargaining unit position, laid off employees who meet the minimum qualifications for the position will be recalled in reverse order in which they were laid off as follows:

- a) Employee has previously held the position.
- b) Employee meets the minimum qualifications.

Section 3: The NFTA will provide at least fourteen (14) days notice to any employee who is to be laid off.

Section 4: Laid off employees shall retain recall rights for a period of four(4) years from the date of layoff.

Section 5: Seniority shall be determined based on the seniority definition in Article 30, Section 1.

Section 6: When it is necessary to layoff employees with twenty (20) or more years of service, the laid off employee will be entitled to the following:

1. Out placement service.
2. Tuition reimbursement not to exceed \$2000.00.
3. Severance pay equal to four (4) weeks pay, plus one (1) week per year of service to a maximum of six (6) months.
4. Unused sick, vacation, or personal leave may be used to pay for health insurance premiums.
5. Accumulated vacation leave may be banked or cashed in. Accumulated sick leave may be banked.

ARTICLE 32 PAYROLL DEDUCTIONS

Employees may have payroll deductions made for the following plans:

1. Individual Retirement Accounts
2. Deferred Compensation Plan
3. United States Savings Bonds
4. Credit Union
5. CSEA Insurance Plans
6. Direct Deposit (Savings and/or Checking Account)

Details on these programs are available through the Human Resources Department.

ARTICLE 33 RETIREMENT BENEFITS

Section 1: The NFTA shall provide employees with the New York State and Local Retirement System including 41-j.

ARTICLE 34 TRANSPORTATION PASSES

All employees will be issued a photo-identification card, which can be used as a transportation pass throughout the bus and rail system. Retirees will also be issued this pass.

The following conditions must be adhered to by the pass holder:

1. The photo-identification card must be used only by the person to whom it is issued. Violation of this rule could result in disciplinary action, which may include termination.
2. The photo-identification card must be shown face-up to each operator when boarding or alighting buses as required, and to other Metro personnel upon request. Transfers will not be issued to employees using this card.
3. If Metro personnel are in doubt as to the identify of an employee, they may require the photo-identification card holder to furnish his/her signature or other proof of identification. If not satisfied, Metro personnel will collect the card and regular fare. Any photo-identification card which appears to have been altered or tampered with will be collected by Metro personnel, and a regular fare will be collected.
4. An employee who separates from employment must surrender his or her photo-identification card immediately upon termination of employment.
5. An employee who loses his or photo-identification card must report the loss promptly to his or her supervisor. A replacement will be issued as soon as possible. The cost for replacing a lost identification card is \$12.00.
6. Employees must not occupy seats to the exclusion of revenue passengers or board heavily loaded buses until all revenue passengers have been accommodated.

ARTICLE 35 MAINTENANCE OF STANDARDS

The parties agree that, with respect to matters not covered by this Agreement, no prior benefit, privilege or practice provided to all employees in this bargaining unit will be reduced, impaired or diminished without prior negotiation with the Union.

ARTICLE 36
EMPLOYEE ASSISTANCE PROGRAM

The NFTA will continue to provide an Employee Assistance Program (EAP) to help employees and their families with various concerns and problems. This service is a confidential, comprehensive counseling and referral service.

The NFTA will provide all employees with the telephone number and location of the EAP office.

ARTICLE 37
JOB DESCRIPTION

Section 1: The NFTA will provide each employee a copy of their job description outlining the basic duties and responsibilities of their position.

Section 2: The NFTA will inform the CSEA of any proposed changes or modifications to any job descriptions. The NFTA agrees to discuss these proposed changes with the CSEA before implementation.

ARTICLE 38
CLOTHING ALLOWANCE

Section 1: Effective April 1, 2010 and thereafter, the NFTA will provide uniforms (eleven shirts, eleven pairs of pants, two shop coats and two jackets) and safety shoes for each employee and will provide a service for maintenance of the uniforms at no cost to the employee. A new issue of uniforms shall be provided every two (2) years. A new issue of safety shoes shall be provided every year. All garage and shop supervisors (including rail) must wear the issued uniforms and safety shoes while on duty. Excluded are CSEA members assigned to the MTC.

Section 2: The NFTA will provide rain gear, boots and other safety equipment necessary for the performance of the employees duties, at no cost to the employee.

Section 3: - SAFETY EYEWEAR

The NFTA will provide reimbursement for prescription safety eyewear up to an amount of \$125.00 per year.

In order to receive reimbursement, the employee must complete a designated reimbursement form that must be submitted, along with an itemized receipt, to the Manager, Safety and Training.

It is understood that this reimbursement is for eyewear only and does not apply to eye exams.

Safety eyewear must meet the following requirements:

- Frames: Only safety frames are allowed.
- Lenses: Must be safety lenses in glass, plastic or Polycarbonate.
- Sideshields: Must be permanently attached.
- Tints: #1 or #2 only (photogray not allowed).

**ARTICLE 39
TRANSPORTATION ALLOWANCE**

Section 1: Employees required by the NFTA to use their personal vehicles in the performance of their duties will be reimbursed for their mileage at the established IRS rate and for tolls and parking upon submission of appropriate receipts.

**ARTICLE 40
PERSONNEL FILES**

Section 1: The employee shall have the right to examine the contents of his/her personnel file and may be accompanied by an advisor of his/her choice. The NFTA shall designate only (1) official personnel file for each employee in which all material pertaining to discipline shall be filed.

Section 2: The employee shall be furnished with a copy of any document, including performance evaluations, disciplinary notices or derogatory materials being placed in the employee's personnel file. The employee will be asked to initial the document as evidence of his/her having read such document. This initialing shall not be deemed to constitute approval by the employee of the contents of such document. The employee may submit a written response to any document which will be included in the file.

Section 3: The employee will be permitted to have included in his/her file any material which he/she feels is pertinent to his/her performance and personal qualifications including all internal reports generated in the department.

Section 4: Upon a written request of the employee material which has been in the employee's personnel file for more than two (2) years will be removed with the exception of personnel transactions, performance evaluations and disciplinary materials placed in the file as a result of a suspension.

ARTICLE 41 SAVINGS CLAUSE

Should any Article, Section or portion thereof, of this agreement be held unlawful and unenforceable by a court of competent jurisdiction, such decision of the court shall only apply to the specific Article, Section or portion thereof, directly specified in the decision. Upon the issuance of the decision, the parties agree to immediately negotiate a substitute for the invalidated Article, Section or portion thereof.

ARTICLE 42 SUCCESSOR AND ASSIGNS OF THE NFTA

This contract shall be binding on the successors and assigns of the NFTA and none of its provisions shall in any way be affected by a consolidation, merger or sale of the NFTA nor by a change in its legal or management status.

ARTICLE 43 LEGISLATIVE REVIEW

Pursuant to the requirement of Section 204(a) of the New York State Public Employees' Fair Employment Law, the following notice is made part of this Agreement;

"IT IS AGREED BY AND BETWEEN THE PARTIES HERETO THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF THE LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."

ARTICLE 44
FAMILY AND MEDICAL LEAVE ACT

The NFTA agrees to afford unit employees all rights provided under the Family Medical Leave Act (FMLA) of 1993, as amended. The NFTA's compliance therewith will be decided solely via an appropriate court action by the individual employee who decides his or her FMLA rights were violated.

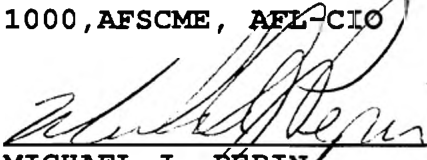
IN WITNESS WHEREOF, the parties set their hands this

_____ day of ~~October, 2016~~ ^{JRW} 2017
Feb 22, 2017 ^{MSD}

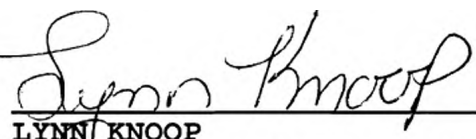
NFTA



KIMBERLY A. MINKEL
EXECUTIVE DIRECTOR

**CIVIL SERVICE EMPLOYEES
ASSOCIATION, INC., LOCAL
1000, AFSCME, AFL-CIO**


MICHAEL J. DEPIN
UNIT PRESIDENT

**CIVIL SERVICE EMPLOYEES
ASSOCIATION, INC., LOCAL
1000, AFSCME, AFL-CIO**


LYNN KNOOP
LABOR RELATIONS SPECIALIST
