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Niagara Frontier Transportation Authority
Serving the Niagara Region

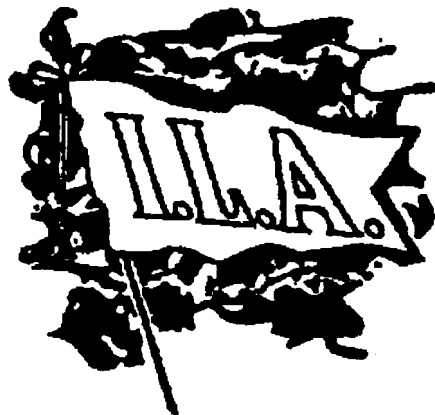
AGREEMENT BETWEEN

**NIAGARA FRONTIER
TRANSPORTATION AUTHORITY**

AND

**INTERNATIONAL LONGSHOREMEN'S
ASSOCIATION LOCAL 2028**

4/01/06 – 3/31/10



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**AGREEMENT
BETWEEN
NIAGARA FRONTIER TRANSPORTATION AUTHORITY
AND
INTERNATIONAL LONGSHOREMEN'S ASSOCIATION LOCAL 2028**

THIS AGREEMENT made and entered into on the 27th day of , February, 2007 by and between the NIAGARA FRONTIER TRANSPORTATION AUTHORITY, a body corporate and politic, constituting a public benefit corporation, organized and existing under and 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, and INTERNATIONAL LONGSHOREMEN'S ASSOCIATION LOCAL 2028.

LEGISLATIVE REVIEW

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.

NEITHER PARTY HAS BEEN INDUCED TO EXECUTE AND DELIVER THIS AGREEMENT BY REASON OF ANY REPRESENTATIONS OR PROMISES ON BEHALF OF THE OTHER PARTY NOT HEREIN CONTAINED. NEITHER PARTY SHALL ASSERT OR CLAIM THAT THIS AGREEMENT OR ANY PROVISIONS HEREOF ARE INVALID BY REASON OF SUCH REPRESENTATIONS OR PROMISE.

THIS AGREEMENT MAY NOT BE MODIFIED OR ANNULLED BY THE PARTIES EXCEPT BY WRITTEN AGREEMENT SIGNED BY BOTH PARTIES. THE FAILURE OF EITHER PARTY TO INSIST UPON A STRICT PERFORMANCE OF ANY PROVISION OF THE AGREEMENT WILL NOT CONSTITUTE A WAIVER OF THE PROVISION OR OF THE RIGHT TO INSIST UPON STRICT PERFORMANCE.

STATEMENT OF PURPOSE

It shall be the policy of the Niagara Frontier Transportation Authority and the Local 2028 and the purpose of this agreement to promote harmonious and cooperative relationships between the Niagara Frontier Transportation Authority and its union represented employees, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of NFTA and its divisions, departments and sections.

Article 1. RECOGNITION

Section 1.01 The employer agrees that the International Longshoremen's Association Local 2028, the union, shall be the sole and exclusive organizational representative for all individuals described in Article 36 for the purpose of collective bargaining and processing grievances.

Section 1.02 Local 2028 shall keep the Human Resources Department, apprised, in writing, as to the name and titles of each of its officers, trustees, stewards, negotiators and any other duly authorized Local 2028 representative, within one calendar week of such designation.

Section 1.03 The NFTA agrees that there shall be no discrimination, interference, restraint or coercion by the NFTA on behalf of or against any of its employees because of membership in the Local 2028 or for engaging in legal union activity.

Section 1.04 Pursuant to Public Employment Relations Board ("PERB") certification of Representative and Order to Negotiate issued on the 6th day of September, 1983, Case #C-2663, Local 2028 is the exclusive representative for the purpose of collective negotiations with regard to terms and conditions of employment and the settlement of grievances in the unit agreed upon by the parties hereto and described in Article 36.

Section 1.05 The NFTA recognizes Local 2028 as the exclusive negotiating agent for employees within the designated unit as certified by the Public Employment Relations Board in its Case Number C-2663 in any and all proceedings under the Public Employee's Fair Employment Act.

Article 2. DEFINITIONS

Terms used in this Agreement shall have the same meaning as those defined in the Civil Service Law, Article 14 - Public Employer's Fair Employment Act, as amended.

1. "Actual working days" days the employee was physically performing tasks related to specific duties, excluding other various leave time (i.e. sick, personal, holiday).
2. "Bargaining Unit" means the certified bargaining unit which is composed of only those employees as defined above whose titles appear in Article 36.
3. "Department" shall mean that unit of NFTA specifically designated as a department under the NFTA Organizational Chart as amended from time to time.
4. "Department Head" shall mean the person so designated pursuant to the NFTA Executive Director as the head of a department or his designee(s) in his respective department.
5. "Employee" or "Employees" mean only those individuals who hold a full-time permanent position covered by the bargaining unit herein.
6. "Increment" means the annual increment as provided in the Salary Grade Schedule.
7. "Increment Step" means the point in the increment scale reached through successive periods of actual service, as designated in Steps 1, 2, 3, 4, 5 and 6 in the Salary Grade Schedule.
8. "NFTA" or "Employer" means Niagara Frontier Transportation Authority and all subdivisions, including Metro.
9. "Permanent Employee" shall mean an employee who is on full pay status, directly compensated by the NFTA or workers' compensation.

10. "Permanent Vacancy" means an unencumbered, budgeted position covered by the bargaining unit when posted.

11. "Position" means one of the titles that appear in Article 36.

12. "Qualified" shall mean possession of the minimum skills, education/experience and/or combination of both necessary to commence the probationary period.

13. "Salary Range" means the range of compensation, from base to step 6, as appearing in the Salary Grade Schedule.

14. "Seniority" - means the length of an employee's service, which includes any authorized leave of absence, computed from the date an employee assumes a position within the Bargaining Unit. An employee's seniority status ceases by voluntary resignation, discharge or retirement. Laid off employees for purposes of computing seniority shall be credited with full service during a laid off period up to four (4) years. For employees with a hire date prior to the inception of the Union (May 1981), their seniority shall be calculated from the actual date of hire. The NFTA shall provide the union, on April 1st of each year, a seniority listing of all bargaining unit employees.

15. "Service" means total time spent actually working in the Bargaining Unit including any paid time off (including one hour lunch) and/or leaves with or without pay.

16. "Temporary Employee" means an individual hired in a job classification covered by the bargaining unit for a period not to exceed ninety (90) days (excluding maternity and paternity replacements).

17. "Union" or "Local 2028" means International Longshoremen's Association, Local 2028.

Article 3. MANAGEMENT RIGHTS

Section 3.01 Except as specifically delegated, abridged, granted or modified by this Agreement, all of the rights, powers and authority NFTA had prior to the signing of this agreement are retained by NFTA and remain the exclusive right of the management without limitation.

Section 3.02 Management of the business, operations of the Divisions, direction of employees within the bargaining unit, and the authority to execute all the various duties, functions and responsibilities in connection therewith remain vested in the NFTA. The exercise of such duties, functions and responsibilities shall not conflict with this Agreement.

Section 3.03 Local 2028 agrees that the management of business of NFTA and the direction of employees in the bargaining unit, including the right to fix hours of employment, hire, suspend, or discharge or to transfer, together with the right to relieve employees from duty because of lack of work for legitimate reasons, and to maintain the discipline and efficiency of NFTA, are vested exclusively in NFTA. These enumerations of management functions and responsibilities shall not be deemed to exclude other proper functions and responsibilities.

Article 4. NO STRIKE CLAUSE

Section 4.01 Local 2028 affirms that it does not assert the right to strike against NFTA.

Article 5. Dues Checkoff, Agency Shop

Section 5.01 NFTA agrees to make payroll deductions for Local 2028 membership dues, initiation fees or special assessments enacted by Local 2028 membership, each pay period. The amounts so deducted shall be forwarded to the Financial Secretary-Treasurer of Local 2028.

Section 5.02 The NFTA agrees to deduct from the wages of employees covered by the terms of this Agreement who are not members of the Local 2028, an amount equivalent to the dues or special assessment enacted by Local 2028 membership, levied by the Local 2028 on its members, and such sums shall be transmitted by the employer to the financial secretary of the Local 2028.

Section 5.03 The Local 2028, pursuant to such deductions, agrees to establish and maintain a procedure providing for the refund of any non-member demanding the return of any part of such agency fee deduction which represents his/her pro rata share of expenditures by the Local 2028 in aid of activities or causes of a political or ideological nature, only incidentally related to terms and conditions of employment.

Section 5.04 The NFTA, following each pay period from which those deductions are made, will transmit the amount so deducted to the Union or its designated agent 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 deducted from each to:

ILA Local 2028
Secretary/ Treasurer
181 Ellicott Street
Buffalo, New York 14203

or to an address of its designated agent, which the aforementioned Association provides the NFTA.

Section 5.05 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.

Section 5.06 If, through inadvertence or error, the NFTA fails or neglects to make a deduction which is properly due and owing from a bargaining unit member's pay check, such deduction shall be made from the next pay check of the bargaining unit member and submitted to the collective bargaining representative.

Section 5.07 The Local 2028 shall hold the NFTA harmless against any and all suits, claims, demands and liabilities arising out of any action of the NFTA implementing or deducting amounts of money from wages under this Section.

Article 6. BULLETIN BOARD

Section 6.01 NFTA agrees to allow authorized employees who are officers of Local 2028 to use designated bulletin board space for the posting of official Local 2028 notices, which must be signed by an authorized official of Local 2028. Local 2028 agrees to use these designated spaces for the posting of notices and announcements of meetings, elections, appointments to offices, election results, social, educational and recreational affairs sponsored, conducted or of interest to Local 2028. and for no other purpose.

Section 6.02 The NFTA will allow members of the Local 2028 to use the NFTA email system for the same purposes in Article 6 Section 6.01.

Article 7 ACCESS TO EMPLOYEES

Section 7.01 Every three (3) months during the duration of this Agreement, the NFTA will furnish the Union 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 level. It is understood that it is the obligation of an employee to notify the NFTA immediately of any change of address, phone number, name and marital status. This information will be held in strict confidence and will not be used to harass any employee. The release of the address of employees covered by the Bargaining Unit shall be subject to employee authorization.

Section 7.02 Six months prior to the termination date of this Agreement, the NFTA shall furnish the Union a list of employees in the bargaining agreement, setting forth their names, positions and salary level.

Section 7.03 Six months after the signing of this Agreement, the NFTA agrees to provide job descriptions of all positions covered by this Agreement to the President Local 2028 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 President or designee shall be provided a copy of such job description prior to posting.

Article 8. TIME OFF FOR UNION BUSINESS

Section 8.01 The NFTA agrees that during working hours on its premises for reasonable periods of time without loss of pay or benefits, Local 2028 officers and properly designated Local 2028 representatives shall be allowed to investigate and process grievances; also have access to employees during working hours to explain Local 2028 membership, services and programs under mutually developed arrangements with department or agency heads. The President/steward, however, must notify his/her supervisor or other NFTA manager before leaving his/her work station.

Section 8.02 Employee representatives shall be designated to the NFTA in writing by the Local 2028.

Section 8.03 Union officers shall be allowed time off for Union business as mutually agreed. It is agreed and understood that Union officers when using leave as provided under this provision, shall sign-out before leaving their work station and shall sign-in upon returning to their work station from union business.

Section 8.04 The NFTA will allow duly authorized Local 2028 representatives, excused time from the work place for the following reasons only:

- A. Renegotiation of this Agreement with NFTA.
- B. Any meeting or procedure called and conducted by NFTA.
- C. Grievance arbitration proceedings, improper practice conferences or hearings involving both Local 2028 and NFTA.

Section 8.05 The Local 2028 may request from the NFTA excused time for the following reasons:

- A. Meetings of Local 2028 Executive Board.
- B. Meetings of Local 2028 Executive Board and attorney.

C. Other legitimate Local 2028 business.

Article 9. LABOR MANAGEMENT COMMITTEE MEETINGS

Section 9.01 A Labor-Management Committee shall be created to be composed of the Officers and Trustees of Local 2028 and such management personnel as designated by NFTA. The Committee must meet on a quarterly basis. Either party may place items on the agenda for such meetings, provided that notice is given to the other party at least two (2) business days prior to a scheduled meeting. It is agreed and understood that the employee representatives of the bargaining unit shall suffer no loss of time and pay in the event such meeting falls within their regular scheduled work hours. An agenda of items, if any, to be discussed at the meeting will be exchanged at least seven calendar days before such meeting.

Article 10. SAFETY AND WELFARE

Section 10.01 Joint Safety Committee

Recognizing that a safe operation is of substantial benefit to both the NFTA and employees, the NFTA and Union mutually agree that there shall be a Joint Safety Committee, consisting of two (2) NFTA representatives, and two (2) Union representatives, appointed by the Union President who are NFTA employees. Such Committee shall meet on a quarterly basis during the term of this Agreement for the purpose of discussing problems arising in this area and shall mutually make advisory recommendations when it is mutually deemed necessary.

- A. It is agreed and understood that the Union representatives shall suffer no loss of time and pay in the event such meeting falls within their regularly scheduled work hours.
- B. Any safety or health problem which involves an immediate hazard to the safety and health of employees shall immediately be reported to the Chairman of the Safety Committee, and the appropriate bargaining unit representative(s) on the committee, who shall immediately investigate the condition to determine if such a hazard exists. The department head shall take any action he/she deems necessary to insure the safety and health of the employees in the area, and shall immediately notify the Local 2028 steward for his department of the potential hazard and any corrective action to be taken.

Section 10.02 Uniforms and Safety Equipment

NFTA agrees to provide uniforms, safety shoes and safety equipment where applicable. Employees covered by this provision shall include but not be limited to the following positions: Senior Bus Shelter Technician, Assistant Bus Shelter Technician, Bus Shelter Technician, Property Maintenance Specialist, Locksmith, Mail & Supply Clerk, Maintenance Technician, Maintenance Technician I, Maintenance Technician II, Senior Maintenance Technician, Senior Maintenance Technician (Nights), Supervisor of Supplies, Data Control Clerk and Administrative Assistant (FMD), Assistant Public Safety Records Specialist, Public Safety Records Specialist, Secretary to Deputy Chief and Management Representative. For the Construction Inspector, Environmental Coordinator and Resident Engineer, the NFTA agrees to provide safety shoes. Employees must wear uniforms and safety shoes, which are provided. The NFTA will reimburse employees for cleaning expenses for issued uniforms up to a maximum of \$400 per fiscal year, payable in December of the fiscal year.

Section 10.03 First Aid

NFTA shall furnish first aid and medical services to an employee in accordance with the requirements of the New York State Workers' Compensation Law. NFTA agrees to provide a designated first aid room at the Metropolitan Transportation Center. During the term of this contract, NFTA agrees to make available to Local 2028 members, the services of an Industrial Nurse employed by the NFTA at 181 Ellicott Street.

Section 10.04 Workers' Compensation

1. Restoration of Sick Leave used in lieu of Workers' Compensation.
After an employee injured on the job has been awarded benefits by the New York Workers' Compensation Board and if the injured employee had used "sick leave previously accumulated", the employee has the option to buy back such used sick leave.
2. Employees will accumulate seniority and benefits, except vacation and sick leave days, while on certified Workers' Compensation leave. Employees may use any or all accumulated sick days at the employee's option.

Section 10.05 Injury While on Duty

In the case of a permanent employee who is injured while on duty during scheduled work hours and who requires immediate medical care, NFTA shall exercise its best effort to furnish transportation to a doctor's office or a hospital, when feasible, by the most efficient and economical means available, given the nature of the injury. An employee who is injured on the job and is sent home by his or her immediate supervisor, or who is advised in writing by an attending doctor to go home, shall be paid his or her full day's pay at regular rate for the day of the injury, but only hours actually worked will be considered in overtime computations.

Section 10.06 Payment to Injured Employees

A permanent employee injured by reason of an assault while on duty during scheduled work hours by a person who is not an employee of the NFTA, who is unable to work for more than one week, shall be paid for a maximum of five (5) weeks the difference between (i) 80% of such employee's weekly wage, computed by such employee's regular hourly wage times the number of hours in the employee's normal work week up to a maximum of forty (40) hours and (ii) that amount of payment which such employee receives from New York State Workers' Compensation Board, provided such employee at the time of the incident notified the Human Resources Department of the incident and the local police department of intention to prosecute.

Section 10.07 Drug and Alcohol Testing

- A. Both parties agree that in the interest of public safety and for the safety and protection of its employees, the NFTA has the right to require employees to submit to drug and alcohol testing under the terms of the NFTA policy for compliance with Federal Regulations, the Drug Free Workplace Act of 1988 (49 CFR Part 653) and Prevention of Prohibited Drug Use and Alcohol Misuse (49 CFR Parts 653 and 654).
- B. This proposal will include the random testing of Local 2028 employees (effective July 1, 1996) for drugs and alcohol in accordance with federal standards.
- C. The NFTA will hold Local 2028 harmless against any employee claims arising from the implementation of this Article.

Article 11. EQUAL OPPORTUNITIES

Section 11.01 The provisions of this Agreement shall be applied fairly and equally to all employees without regard to race, color, sex, age, disability, religious creed or national origin.

Article 12. HOURS OF WORK

Section 12.01 A normal workday shall not exceed eight (8) consecutive hours in any twenty-four (24) hour period. The normal workweek shall not exceed forty (40) hours and will commence and end on midnight Saturday.

Section 12.02 The workday includes seven (7) hours actually worked and one (1) paid hour for lunch leave. The lunch period shall normally be taken after the fourth hour of work, but before the sixth hour of work. The workday shall begin and end at 12:00 midnight. The two (2) days off per calendar week shall be consecutive, unless mutually agreed to by both parties. The parties also recognize the need for adherence to the designated hours of work. Tardiness will result in disciplinary action uniformly enforced in accordance with the principles of progressive discipline.

Section 12.03 Subject to change as hereinafter provided, the following work hours shall generally apply Monday to Friday. All Saturdays and Sundays generally shall be allowed as days off. The workday will be an eight (8) hour period from 7:00 AM to 5:00 PM as designated by the NFTA. Exceptions are made for Bus Shelter employees and MTC Receptionists who may work, when required, starting at 6:00 AM. Also, for Management Representatives who, in addition to hours listed above, may work a second or third shift and weekends. Second shift starting between 3:00 PM and 4:00 PM; third shift starting between 11:00 PM and 12:00 AM. The positions of Administrative Assistant and Executive Secretary at BNIA may have a workday of eight (8) hours between 7 AM and 6 PM. Any changes in the above shall be mutually agreed with the Local 2028 prior to change. Additional variances to the hours stated above shall be by mutual consent of the parties. Both NFTA and Local 2028 shall be informed of such variances.

Section 12.04 Video Display Terminal Operator Relief Period
Employees who are required to operate equipment that has keyboards or video display terminals will be permitted to take relief from those duties for a period not to exceed 15 minutes after each consecutive two (2) hour period on the above listed equipment. This relief period shall be used to perform other work functions.

Article 13. OVERTIME

Section 13.01 Definition of Overtime

Authorized time worked in excess of forty (40) hours actually worked in any week, or in excess of eight (8) hours in any work shift, shall be compensated at one and one-half (1-1/2) times the hourly rate calculated on the basis of annual salary. For the purposes of this section, holidays that occur within the normal work schedule shall be counted as time worked. Employees are responsible to work a reasonable amount of overtime at the discretion of the NFTA, subject to grievance procedure. Leave time, whether paid or unpaid, excluding lunch leave and holidays, either directly or indirectly by NFTA, shall not be considered in the computation of overtime at time and one half.

Section 13.02 Distribution

Overtime shall be equally divided among the employees within each job classification insofar as it is practical to do so, taking into account qualifications and ability to perform the work, which is required on an overtime basis. The distribution of overtime will be considered on a quarterly basis in order that appropriate adjustments may be made during the next quarter. The NFTA shall furnish to the union at the end of each quarter, a report showing the amount of overtime worked by each employee. An overtime distribution system shall be established and its method of operation shall be determined by and between the union and management at each facility.

Section 13.03 Overtime Lunch

After every 3-1/2 hours of overtime worked, the employee shall be given a 30 minute additional lunch leave, with pay, computed at the appropriate overtime rate, provided the employee continues to work after the lunch leave.

Section 13.04 Payment of Overtime

All payments for overtime shall be made not later than the next regular payroll check.

Section 13.05 Sunday Premium Pay

An employee who works on a Sunday shall be paid time and one half (1-1/2) for the scheduled work shift of eight (8) hours. When an employee who is scheduled to work on a Sunday works beyond eight (8)

hours in the regular work shift, he or she shall be paid two and one quarter (2-1/4) times their regular rate for all overtime hours worked on Sunday or Monday, if the Sunday shift extends to that day. When an employee is called to work on a Sunday that he or she was not scheduled to work that employee shall be paid two and one quarter (2-1/4) times his or her regular rate for all hours worked.

Section 13.06 Call-In Pay

When an employee is called into work other than as scheduled, he or she shall be guaranteed a minimum of four (4) hours pay at the appropriate rate. The actual hours worked on call-in during this four (4) hour period shall be eligible for overtime pay if appropriate. The remaining hours not worked during the minimum four (4) hour period shall be paid at straight time.

Article 14. HOLIDAYS

Section 14.01 The following days are recognized as holidays:

1. New Year's Day
2. Martin Luther King, Jr. Day
3. President's Day
4. Good Friday Afternoon (Closure at 12 Noon; No Lunch)
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Veterans Day
10. Thanksgiving
11. Day preceding Christmas
12. Christmas

In addition, each employee will be credited with one (1) floating holiday at the start of each fiscal year. This holiday may be taken any time during the fiscal year providing the employee informs the NFTA in writing forty-eight (48) hours in advance.

Section 14.02 Unless an employee is scheduled to work, the aforementioned holidays are to be paid days off if they fall within the employee's work week, except when a holiday falls on a Saturday or Sunday, then the preceding Friday or the following Monday shall be the paid day off, as designated by the NFTA. When an employee is scheduled to work a holiday, then the provisions of Section 14.04 (B) or (C) below, whichever is applicable, shall govern.

Section 14.03 Holiday Pay

- A. In order to be paid for a holiday, an employee must be on full pay status, that is, being directly compensated by the NFTA or workers' compensation. Employees on unpaid leave, disability or disciplinary suspension when a holiday occurs, will not be paid for that holiday.
- B. In the event an employee is scheduled on one of the aforementioned holidays, he or she is to be paid at time and one-half (1 ½ times) the regular rate for the time worked, plus the holiday at straight time.
- C. In the event an employee is not scheduled to work, but is called in to work on one of the aforementioned holidays, he or she shall receive forty-eight (48) hours notice, when possible, but, if not, then he or she is to be paid twice (2 times) the regular rate for the time worked plus the holiday at straight time.
- D. NFTA has the right to reasonably require an employee to work on a holiday as enumerated herein above.

- E. In any fiscal year, an employee must have worked his or her last scheduled work days prior to, and the next scheduled work day following a holiday, plus the holiday, if scheduled, in order to be paid for such holiday. If an employee calls in sick either before or after the holiday, the employee may be required to provide a doctor's certificate (prior to the end of the pay period immediately following a holiday) in order to be paid for the holiday. The provisions of this subparagraph are subject to the grievance procedure hereinafter provided.

Article 15. VACATIONS

Section 15.01 Vacation credits shall be earned in three increments as follows:

- A. Basic vacation credits shall be earned at the rate of one-half (4 hours) day per two week period, providing an employee is on full pay status.
- B. Anniversary vacation credits will be earned at the rate of one day (8) hours after each full year of employment for a maximum of seven (7) years. Such credit will be deemed earned on the day immediately following the employee's anniversary date as outlined in the schedule shown in Section 15.02. For those employees who retire after 4/1/06, a pro-rated credit will be deemed earned from the anniversary date to the date of retirement and payable upon retirement with other earned and accrued vacation credits.
- C. Longevity vacation credits will be deemed earned on the employee's twelfth, seventeenth, twenty-second, twenty-seventh and thirty-second anniversary of their employment dates. This credit will be a maximum of one day (8 hours) and as outlined in the schedule shown in Section 15.02.

Section 15.02 Vacation credits schedule

<u>Service</u>	<u>Rate Per Year</u>
From date of employment thru completion of one year of service	13 days
From first year anniversary date thru completion of two years of service	14 days
From second year anniversary date thru completion of three years service	15 days
From third year anniversary date thru completion of four years service	16 days
From fourth year anniversary date thru completion of five years service	17 days
From fifth year anniversary date thru completion of six years service	18 days
From sixth year anniversary date thru completion of seven years service	19 days
From seventh year anniversary date thru completion of eleven years service	20 days
From eleventh year anniversary date thru completion of sixteen years service	21 days

From sixteenth year anniversary date
thru completion of twenty-one years service 22 days

From twenty-first year anniversary date
thru completion of twenty-six years service 23 days

From twenty-sixth year anniversary date
thru completion of thirty-one years service 24 days

From the thirty-second anniversary date thru
successive years of service 25 days

Section 15.03 Vacation credits shall be earned by permanent 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. Vacation credits in a fiscal year will be pro-rated in those instances in which an employee is on unpaid leave of absence, or receiving disability or workers' compensation benefits.

Section 15.04 The scheduling of vacations shall be based on overall seniority of the employee. An employee shall be required to provide at least two (2) weeks written notice to his or her department head, immediately preceding the beginning of the vacation period selected. Vacations may be taken as accumulated and earned after the employee's probationary requirements have been fulfilled and upon the approval of management as per past practice.

Section 15.05 Every effort will be made to grant employees their vacation at the requested time subject to their department's responsibility to maintain work coverage and efficient operations for services to the public.

Section 15.06 Vacation leave may be taken on separate or consecutive days with prior approval of NFTA as per past practice. Vacation credits must be taken in not less than two (2) hour increments.

Section 15.07 Vacation credits may be accumulated and carried over to the next fiscal year providing the total does not exceed thirty-five (35) days (280 hours).

Section 15.08 Vacation pay shall be the regular straight time rate of pay in effect for the employee's regular position at the time he/she takes his vacation.

Section 15.09 An employee who is otherwise eligible for holiday pay and who is on vacation on a day observed as a holiday, shall be entitled to such holiday pay, and marked accordingly in the time records and not charged nor paid for vacation time. An employee on paid sick leave, jury duty, paid military duty, paid vacation time or otherwise on full pay status will be considered as time worked in determining vacation credits.

Section 15.10 If an employee is promoted or transferred to another NFTA/Metro department, vacation credits will be transferred, or compensated for.

Section 15.11 An employee who resigns or retires upon two (2) weeks or more of prior written notice to NFTA, or who is laid off, shall be compensated for vacation that has been earned and unused. An employee who resigns or retires upon less than two (2) weeks prior written notice to NFTA or is discharged for just cause, shall not be entitled to any vacation time that may have accrued in the current fiscal year.

Section 15.12 All vacation benefits accrued will be paid to the estate of an employee who becomes deceased while on full pay status or who is receiving disability or workers' compensation benefits.

Section 15.13 NFTA shall provide an employee with a vacation paycheck on the last payday prior to the commencement of the employee's vacation if approved by the employee's department, division or section head, in writing, and such approval is provided to the Accounting department at least seven (7) calendar

days prior to the last payday preceding commencement of the vacation provided that such vacation check is for a minimum of ten (10) consecutive vacation and holiday days.

Section 15.14 Employees have the option to convert vacation time into its cash value twice during the year. This selection must be submitted, in writing, to the NFTA prior to March 31st and/or September 30th of each year. An employee may only receive the cash value of a maximum of ten (10) vacation days (80) hours per converting period and only if he or she has a minimum of five (5) accrued vacation days left after receiving this cash value. The cash value at the vacation time will be based on the employee's regular hourly rate (excluding out of class pay) in effect on March 31st or September 30th. The cash value will be paid with the last paycheck in April or last Paycheck in October in a separate check if over \$300.

Article 16. SICK LEAVE

Article 16.01 Sick Leave Allowance

All full-time permanent employees in the bargaining unit shall earn sick leave credits immediately upon entering the service of the employer at the rate of 4 hours per pay period. For purposes of calculating sick leave credits and charges, one workday equals eight hours. An employee may accumulate sick leave up to a maximum of 219 days or 1752 hours.

Section 16.02 To determine the number of sick days earned per fiscal year, the following leave time shall be considered as if actually worked; vacation leave, Local 2028 business leave, not to exceed five (5) days personal leave and other paid leave.

Section 16.03 Reasons for Granting Sick Leave.

Sick leave is 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 dentist visits.

Section 16.04 Reporting Time

A. An employee has the responsibility to notify his or her Department Head or immediate supervisor, one (1) hour prior to his/her scheduled shift when reporting off sick/injury. Extenuating circumstances may be considered by management when failing to report in a timely manner.

B. NFTA may require a doctor's certificate of sickness and recovery prior to returning to work when an employee has used three (3) consecutive sick days.

Section 16.05 Of the maximum thirteen (13) sick days accumulated each year, an employee may use up to five (5) days without medical documentation. In order to receive paid sick leave when an employee exceeds five (5) undocumented sick days in any fiscal year, an employee must present medical documentation from the physician verifying the illness or injury. Failure to produce medical documentation will result in employee being marked sick without pay.

Section 16.06 NFTA, at its own expense and by a physician of its own choosing, may require an employee to undergo an examination when and as it may be deemed necessary. This procedure may be subject to the grievance procedure.

Section 16.07 Sick leave credits begin to accumulate and may be used as necessary only after the completion of a ninety-calendar day waiting period.

Section 16.08 Abuse of Sick Leave Benefits

Any abuse of sick leave is regarded as a serious violation of NFTA attendance rules, and may result in progressive disciplinary action that could include dismissal.

Section 16.09 Reinstatement of Sick Leave

When an employee is reinstated into the same position in the NFTA bargaining unit within two (2) years following layoff, sick leave credits accumulated at time of layoff shall be restored.

Section 16.10 Credit for Unused Sick Time

All permanent employees will be eligible for a stipend for non-use of sick leave during the fiscal year based upon the following:

Sick Leave Used	Amount of Stipend
0	32 hours pay
1-8	24 hours pay
9-16	16 hours pay
17-24	8 hours pay

The rate of pay shall be equal to that which the employee is entitled to on the last day of the fiscal year that applies. The NFTA shall provide this payment to the eligible employee within thirty (30) days of the start of the new fiscal year in a separate check if over \$300.

Section 16.11 Payment for Unused Sick Time

In the event a member of ILA Local 2028 dies while on full pay status or while receiving disability or worker's compensation benefits, his/her unused sick leave benefits may be used toward the cost of continued medical coverage for the surviving spouse or dependent.

Article 17. PERSONAL LEAVE

Section 17.01 Permanent employees, will be credited with and receive five (5) days personal leave on April 1st of each year.

Section 17.02 Personal Leave is not cumulative from year to year. Unused personal leave credit shall be added to an employee's sick leave. This addition does not extend the permissible accumulation of sick leave beyond the maximum permitted under this Agreement.

Section 17.03 In order for the department head and/or the immediate supervisor to arrange for adequate work coverage, application for personal leave must be filed by an employee on a prescribed form with the head of the department or immediate supervisor and with 48 hours prior written notice, when possible. In cases of emergency, the 48 hours prior written notice may be waived by the department head or immediate supervisor. All requests must receive the approval of the employee's immediate supervisor or Department Head and shall not be granted in less than one (1) hour units.

Section 17.04 In cases of reinstatement or transfer, as provided under this Agreement, unused personal leave credits shall be restored or transferred.

Article 18. BEREAVEMENT LEAVE

Section 18.01 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, step-children), the employee shall be entitled to a maximum of three (3) days bereavement leave. In the event of a death of a sister-in-law or brother-in-law, the employee shall receive one day of bereavement leave.

Article 19. LEAVE FOR JURY DUTY/ COURT APPEARANCE

Section 19.01 In any action or proceeding requiring the subpoenaed testimony of an employee on behalf of NFTA, NFTA shall pay such employee at the regular rate for all time lost from work as the result of testifying as a witness. This provision shall not be operable in the case of an employee who is a party to the action or proceeding, subject to waiver.

Section 19.02 Upon certification of the Commissioner of Jurors, NFTA shall pay at the regular rate a permanent employee who is on full pay status and is summoned to serve on jury duty. The employee shall remit compensation received by the employee for such services, including without limitation, mileage fees and other expenses, to NFTA.

Section 19.03 When an employee is assigned to the second shift on the day he/she performs jury duty, he/she is to be excused with pay for second shift assignment on that day.

Section 19.04 When an employee is scheduled to work the third shift on the day he/she is to report for jury duty, such employee is to be excused with pay for such third shift assignment.

Article 20. LEAVE OF ABSENCE

Section 20.01 Application for Leave

Application for leave of absence, for any of the reasons cited in this provision, shall be filed by the employee, on the prescribed form, with the head of his department. Such application shall state the reasons for the requested leave and duration thereof.

If approved by the head of the department, the application shall be submitted to the Executive Director or his designee and leave of absences shall be granted only when finally approved by the Executive Director or his designee. It is understood that the employee on leave will be permitted to return to the same position, which they vacated, provided the same position still exists in the budget. If this is not the case, then the employee returning from leave of absence will be allowed to exercise his/her bumping rights as provided for in Article 28 of this agreement.

Section 20.02 Maternity Leave

A. Leave

The Executive Director or his designee may grant pregnant employees, a leave of absence without pay, upon competent medical proof that such employee is unable to perform her regular duties for the period of such disability, not to exceed one (1) year in duration. For these purposes, the Director of Employee Services or his/her designee may require suitable medical evidence from the employee's physician at such employee's expense and/or may require that the employee be examined by a physician chosen by the NFTA at the NFTA's expense.

B. Sick Leave and Vacation Leave

Employees granted maternity leave pursuant to this section shall be permitted to reduce the amount of leave without pay by the use of up to ten (10) weeks of accumulated sick leave from the date of birth. Additionally, employees may use any and all vacation leave credits as may be available to them.

Section 20.03 Leave Because of Extended Illness

When an employee has exhausted all his leave credits and is still incapacitated and unable to perform the duties of his position, or if the attending physician has recommended a period rest and convalescence, the Executive Director may grant leave of absence for a period not to exceed one (1) year.

Section 20.04 Leave for Educational Purposes

On the approval of the Executive Director, permanent employees may be granted leave of absence without pay for a period not to exceed one (1) year for the purpose of acquiring additional education and training that will increase the usefulness and efficiency of the employee in his position.

Section 20.05 Leave of Absence to Accept Employment outside the NFTA Service

Leave of absence may be granted to an employee, upon the approval of the Executive Director, to accept employment outside the NFTA Service for a period not to exceed one year.

Section 20.06 Leave of Absence Required by Law

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.

Section 20.07 Family and Medical Leaves of Absence

This policy pursuant to current Federal law and as stipulated in the NFTA Policy & Procedures Manual, No. 6-04-04 dated 6/20/94, will be available to Local 2028 employees.

Section 20.08 One Hour Lunch Leave

An employee shall be entitled to leave of one paid hour per scheduled work day for lunch. After every 3-1/2 hours of overtime worked, the employee shall be given a 30 minute additional lunch leave, with pay, computed at the appropriate overtime rate, provided the employee continues to work after the lunch leave.

Section 20.09 Leave for Other Reasons

Leave of absence for reasons other than those cited in this provision, may be granted by the Executive Director only in unusual circumstances, which in the sole judgment of the Executive Director, or his designee, justifies the granting of such leave.

Article 21. EMERGENCY CLOSING

Section 20.01 In the event the NFTA Executive Director or his designee declares the closing of certain NFTA facilities and/or operations and/or services due to any flood, fire, uncontrolled weather conditions or other cause beyond the NFTA's control, the effected employees will not be charged any accruals or lose any pay for the time closed.

Section 20.02 Employees normally entitled to overtime pay who are required to remain on the job by the NFTA after a weather related closure will be eligible for overtime pay for hours worked after the official dismissal time.

Section 20.03 If employees are on any form of leave on a day when the Executive Director dismisses personnel early, those employees will be charged a complete day under the specific leave time requested. This also applies to employees who may leave work early of their own accord only to have the Executive Director dismiss personnel later that same day.

Article 22. RETIREMENT PLAN

Section 22.01 Existing New York State statutory coverages and New York State Retirement System benefits shall be provided by the NFTA, which shall make the contribution thereto as allowed by law and Board resolution.

Article 23. DISABILITY BENEFITS

Section 23.01 Employees will be provided with disability benefits in accordance with New York State law and as per past practice, unless NFTA and Local 2028 mutually agree upon an alternative.

Article 24. HEALTH INSURANCE

Section 24.01 NFTA Payment/ Medical Coverage

The NFTA will pay 100% of the premium cost for single or family coverage, as appropriate, for the following medical plan or Replacement Plan for employees hired prior to January 1, 2007. The sole medical plan available to active employees is the Labor Management Healthcare Coalition, Inc. (LMHC) Core Plan design (Core Plan – Traditional Blue POS 203, hereinafter referred to as the "Core Plan"), with triple tier prescription card (\$5, \$7, \$10) and a single prescription co-pay for 90 day mail-in supply.

A. Termination of Coverage. The Company shall have the unilateral right to determine whether or not to terminate participation in the LMHC, Inc. and/or in the Core Plan. Should the Company consider, elect or be required to terminate such participation, termination of employee coverage shall not be effective until a replacement plan of equivalent or substantially similar coverage is selected.

B. Replacement Plan Selection. A replacement plan will be selected as follows:

1. In the event that a Replacement Plan is to be selected, the President of ILA 2028 and his/her designee shall be consulted prior to the issuance of any request for proposals or completion of other selection process and shall be provided with the opportunity to review and comment on the RFP or proposed plan.
2. In the event that the NFTA Board of Commissioners approves a proposal for a replacement plan, the Union will assist in the transition to the new carrier. In the event that the NFTA Board of Commissioners rejects the initial proposals, the Company, at its sole discretion, shall have the right to have an RFP issued again in accordance with the above described process.
3. Any dispute as to the meaning of the terms "equivalent" or "substantially similar" shall be settled by resort to the grievance process. The parties agree that any arbitration resulting from such a grievance shall be given priority in scheduling.

Section 24.02 Coverage for New Employees

A. Effective January 1, 2007, all newly hired employees will contribute ten (10%) percent of the monthly premium cost for either single or family coverage, as appropriate. The effective date of the insurances listed in this article shall be the first of the month following completion of thirty (30) calendar days of employment.

B. Any ILA Local 2028 member re-employed by the NFTA as an ILA Local 2028 employee after 1/1/04 will not be considered newly hired under paragraph A.

Section 24.03 Dental Insurance

During the term hereof, the NFTA shall provide permanent full time employees and qualifying dependents, the Group Health Incorporated Preferred dental plan or equivalent plan by mutual agreement.

Section 24.04 Retirees Medical Insurance

- 1.) Eligible employees who retire may enroll in one of the following plans:
 - A. Age Pre-65/Pre-Medicare Eligible - see paragraph A, or
 - B. Age Post-65/Medicare Eligible - see paragraph C, or
 - C. Replacement Plan

To be eligible for coverage and Company contribution to premium cost, the retiree must meet the following conditions:

1. Retire on or after 2/1/04
2. Retire with a minimum of ten (10) years of credited service with the NFTA.
3. Must enroll in NFTA retiree medical benefit program.
4. Must retire from full-time employment from the NFTA.
5. Must not be eligible for coverage under another medical plan if spouse is still employed.

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

2). Upon death of the retiree, his or her surviving spouse will be eligible for the NFTA's 50% premium contribution for single coverage only for a maximum of twenty (20) months, provided he/she retains their eligibility per the above listed conditions. After the 20 month period, the spouse may elect to continue in the same NFTA retirees group and pay full cost of medical premiums. The spouse will be eligible under the following plans or a Replacement Plan;

- A. Age Pre-65/Pre-Medicare Eligible spouse – Core Plan.
- B. 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 of twenty (20)- month period.

3). Retirees that opt out of the company insurance coverage may re-apply for the company insurance at any time.

4.) Plan availability for retirees:

- A. There are two LMHC 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") or a Replacement Plan selected under Section 24.01 B. Participation in the plans is subject to residency requirements established by the carrier, Blue Cross/Blue Shield of Western New York.
- B. The Company will pay 50% of the monthly premium cost for single, double or family coverage, as appropriate, in the Core Plan or a Replacement Plan selected 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 toward the appropriate coverage under the Core Plan or a Replacement Plan.
- C. There are four LMHC plans for Age Post-65/Medicare Eligible retirees. Participation in the plan is subject to residency requirements established by the carrier, Blue Cross and 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 and Blue Shield of Western New York.

Option A – BCBS of WNY Senior Blue 402

Option B – BCBS of WNY Senior Blue 401

Option C – BCBS of WNY Traditional PPO 201

Option D – CORE Traditional Blue PPO with Rx (Traditional Blue PPO 812)

- D. The Company will pay 50% of the monthly premium cost for single or double coverage as appropriate, for Option A, B or C or a Replacement Plan selected by the Company for age Post-65 Retirees.

For Age Post 65 Medicare Eligible/Enrolled Retirees covered under Option A, B or C who have spouses under the age of 65 and/or eligible covered dependents, the Company will pay 50% of the monthly premium cost for single coverage for the retiree through either Option A, B or C and will pay 50% of the monthly premium cost for coverage for those individuals in the Core Plan or Replacement Plan.

Age Post-65 Medicare Eligible/Enrolled Retirees may elect coverage under Option D, who have spouses under the age of 65 and/or eligible covered dependents, may elect double or family coverage as appropriate under Option D, and if they do so, they will be responsible for paying the difference between 50% of the monthly premium cost of the most expensive plan among Options A, B or C and the monthly premium cost of Option D.

Upon becoming eligible for Medicare, retirees/spouses of the bargaining unit will be required to take Medicare Parts A & B. (Part B contributions are the responsibility of the employee).

Section 24.05 At the time of retirement, eligible employees may redeem unused sick leave in the values listed to apply toward their 50% share of the medical benefits costs:

0 – 10 days	one month's premium cost
11 – 20 days	two month's premium cost
21 – 30 days	three month's premium cost
31 – 40 days	four month's premium cost
41 – 50 days	five month's premium cost
51 – 60 days	six month's premium cost
61 – 70 days	seven month's premium cost
71 – 80 days	eight month's premium cost
81 – 90 days	nine month's premium cost
91 – 100 days	ten month's premium cost
101 – 110 days	eleven month's premium cost
111 – 120 days	twelve month's premium cost
121 – 130 days	thirteen month's premium cost
131 – 140 days	fourteen month's premium cost
141 – 150 days	fifteen month's premium cost
151 – 160 days	sixteen month's premium cost
161 – 170 days	seventeen month's premium cost
171 – 180 days	eighteen month's premium cost
181 – 190 days	nineteen month's premium cost
191 – 200 days	twenty month's premium cost
201 – 210 days	twenty-one month's premium cost
211 – 219 days	twenty-two month's premium cost

Section 24.06 Optical Insurance

During the term hereof, the NFTA shall provide permanent employees and qualifying dependents, optical insurance through Group Health Incorporated (GHI) Comprehensive Benefits Level Plan (CBP) until 12/31/03. As of 1/1/04, the optical benefit will be included in the medical benefit plan. Employees who waive medical insurance coverage under Section 24.08 will be eligible for optical insurance through GHI.

Section 24.07 Equivalent Coverage

NFTA and Local 2028 agree that all benefit providers listed in this Article other than pension and life insurance benefits under the New York State Retirement System, including Optical and Dental insurances, are subject to change upon mutual agreement of the parties.

Section 24.08 Health Insurance Waiver

NFTA active employees eligible for paid medical insurance may waive coverage and receive a cash payment in-lieu-of the benefits. These employees will continue to receive GHI optical and dental coverage from the NFTA.

- A. An employee who waives coverage will receive \$1500.00 for family coverage and \$800.00 for single coverage per year.
- B. Waiver period commences January 1st and ends December 31st.
- C. Employees will be paid the appropriate amount on December 1st of each year, on which date the right to receive the cash payment vests.
- D. In addition, any employee who withdraws from one of the NFTA health insurance plans, in accordance with this section, shall be allowed to return to one of those plans during any subsequent open period.
- E. Employees who opt out of the company insurance coverage may re-apply for the insurance at any time.

Section 24.09 – Alternative Retiree Medical Insurance Contribution

For employees who retire on or after 1/1/04 and who establish their permanent residence outside of the eight (8) Western New York counties and who do not enroll in one of the NFTA sponsored plans; the NFTA will pay 80% of the 50% NFTA contribution directly to the Insurance Carrier designated by the retiree.

This payment will be subject to the following conditions:

- A. The NFTA payment will be based upon 80% of the 50% of the contribution the NFTA is paying for single, double or family coverage, as appropriate, based upon the Pre-65 "Core" Plan or Post-65 Option "C" plan.
- B. The payment will be provided by check on a monthly basis to the addressed Insurance Carrier provided to the NFTA by the retiree.
- C. The retiree must provide the NFTA with proof of current medical insurance to include the name and address of insurance carrier with group and policy number.
- D. The retiree has the obligation to keep the NFTA informed of his/her current address.
- E. Upon the death of the retiree, the NFTA's obligation under this Section will cease.

Article 25. JOB POSTING

Section 25.01 All permanent vacancies and any newly created jobs within the bargaining unit shall be posted pursuant to the provisions of this Agreement. Posted vacancies and any newly created jobs shall be filled in the following order of procedure:

- A. Any vacancy or newly created job, within the bargaining unit, shall be posted for a period of five (5) work days in order to give an opportunity to any interested employee to make application, in writing, for such job. Such application must include employee's qualifications for the position. NFTA agrees that the job posting will include the job title, description and grade. Employee applicants shall be considered in accordance with the provision of this Article. The NFTA agrees to fill those jobs with the most senior employees who meet the minimum qualifications. NFTA also agrees to adhere to the provisions of applicable Federal law regarding the posting of job vacancies. The NFTA further agrees to notify, in writing, all employees who bid on a job posting as to the award of the position.
- B. Posted positions must be filled within thirty (30) days from posting if bid on by qualified Local 2028 members.

Section 25.02 It is agreed and understood that the procedures set forth in this Article for filling a permanent vacancy must be exhausted prior to the NFTA filling such positions at its discretion with individuals outside of the bargaining unit.

Section 25.03 The NFTA agrees to provide the Union with copies of all Bargaining Unit Job postings at least ten (10) days in advance of general posting.

Section 25.04 Probationary Period (New Employees)

- A. Newly hired employees shall have a probationary period of ninety (90) days of actual work before being placed on permanent employee status. The probationary period may be waived or shortened in the case of former temporary employees, such waiver or reduction being at the sole discretion of NFTA. During the probationary period of ninety (90) days of actual work, an employee may be terminated at the sole discretion of the NFTA without recourse to the grievance procedure during that period. Upon satisfactory completion of the probationary period, an employee shall then assume permanent employment status with seniority dating from time of commencement of the probationary period.

Article 26. PROMOTIONS

Section 26.01 Whenever an opportunity for promotion (advancement of an employee to a higher paying position) occurs as a result of a job posting in a bargaining unit position, the NFTA shall use the following procedure:

- A. A promoted employee must perform in the new job for a period of not less than sixty (60) actual work days before such employee shall be eligible to bid on any other posted job.
- B. Employees promoted to positions outside the bargaining unit within the NFTA/ Metro shall have a trial period not to exceed sixty (60) actual work days, during which they may return to their previously held bargaining unit position without loss of seniority. At the end of the trial period (sixty (60) actual work days), if the employee does not return to their previous position, all union seniority rights shall cease.

Section 26.02 Probationary Period (Promotional)

- A. A qualified employee who is promoted within the bargaining unit shall be assigned to the new job within two (2) weeks after date of promotion. The probationary period in the new job shall be for a time not to exceed sixty (60) days of actual work. While on promotional probation, an employee will be entitled to all benefits provided herein and the NFTA agrees to provide the employee with training and familiarization with the unique tasks of the position as well as the operations and procedure of the branch/department/section.
- B. During the probationary period, the promoted employee may, at the sole discretion of the NFTA, be removed during the ninety (90) day period. In addition, during the probationary period, the promoted employee may voluntarily relinquish his/her rights to the promoted position and return to the position previously held. The promoted employee may be removed also upon the exercise of any rights by union employees to return to that position pursuant to this Agreement. When an employee relinquishes their rights, they will no longer be considered on probation, thereby eligible to bid on any posted positions.
- C. The job vacated by the promoted employee may be filled by the NFTA with the mutual consent of the Local 2028, during the probationary period of the promoted employee. At the end of the probationary period, the vacated job will become a vacancy under the terms of Article 25. The rate of pay for a promoted employee shall be in accordance with the provisions of Article 32.
- D. The promoted employee removed by the NFTA during the probationary period may, pursuant to Article 29.02, challenge the removal.

Article 27. TRANSFER

Section 27.01 An employee who is transferred within the bargaining unit shall be assigned to the new job within ten (10) days after being so informed of the transfer. A transfer can only occur within the same

job title and the same salary grade. Any transfers will be mutually agreed upon by the NFTA and Local 2028.

Article 28. LAYOFF AND RECALL

Section 28.01 In the event of a reduction of the number of employees within the bargaining unit, the selection of employees affected thereby shall be based upon bargaining unit seniority as defined in Article 2.

Section 28.02 The reduction of the number of employees within a job classification shall be accomplished by layoff of the employee or employees in that classification with the least seniority within the branch where the position elimination occurs. In cases of same day of hire, the determining factor will be a lottery system mutually agreed to and conducted by the NFTA and Local 2028.

Section 28.03 Notice of Layoff.

- A. The NFTA will notify the Local 2028 of each decision to abolish a job within the bargaining unit and each decision to reduce the number of positions in a job classification. Such notice shall be provided two (2) weeks before such action becomes effective. NFTA will meet with the union to discuss the extent and impact of job reductions.
- B. The NFTA will give ten (10) calendar days notice of layoff. This applies to employees who are initially laid off because their position has been abolished and not to any employees who are bumped as a result of any applicable bumping procedure under this Agreement. If the NFTA is unable to give the above notice, employees shall be given ten (10) days pay.

Section 28.04 Layoff

Employees selected for layoff may displace or "bump" employees with an equal or lesser salary grade ranking, with the exception that employees who had previously held a higher grade in the bargaining unit may also "bump" employees with the higher grade ranking. Bumping would take place in accordance with the following procedure. In the event an ILA Local 2028 employee is bumped to a lower grade, said employee shall be compensated for accrued vacation time at the previous rate or the higher labor grade that he/she was eliminated from, when used toward vacation buy back, as therefore defined in Article 15, Section 15.14. Affected employee has one (1) year from the first day in the new position that he/she was bumped into to use vacation buy back.

- A. It is understood that if there is a position that an employee can bump into, and more than one employee occupies that position or grade, then the employee must bump the lesser senior employee in that position or grade.
- B. An employee may only "bump" into a position that he or she is qualified for in the judgment of the NFTA.
- C. An employee who has been bumped under the foregoing procedures shall have the right to bump another employee in the same manner.
- D. In the event that an employee does not possess the seniority and/or the minimum qualifications to replace another employee in accordance with the procedure outlined here, and in the event that there is no position available for him or her, such employees shall be laid off and shall be entitled to the recall privileges hereinafter provided.
- E. Layoff in lieu of bump. In the event of a layoff an employee who does not wish to bump into a job or fails to exercise his bump within five (5) working days from the date of Notice of Layoff, will be placed on a recall list.
- F. Employees who are either "bumped" or "laid off" have the right to move back to their original position with the same title or one with the same title within the same department as stated in Article 36 if it becomes vacant within one (1) year of original "bump" date. In the event the position is upgraded, the employee will then reassume the position with the upgrade in place.
- G. When it becomes apparent that there will be a reduction in the work force affecting positions in the bargaining unit, NFTA and Local 2028 shall meet and discuss other bargaining unit positions that may be available for the affected employees to bid on.

The NFTA agrees not to hire temporary employees or subcontract work while there are Local

2028 members on layoff who are qualified to perform the work required, unless mutually agreed upon.

- H. NFTA agrees to provide laid off employees with one (1) full additional month of medical benefits provided for in Article 24.
- I. If "bumping" to a lower grade, the employee will assume the salary grade step for that grade which is nearest or equal to his or her present salary providing it is not higher than his/her current salary.
- J. The probationary period for all employees will be 90 days of actual work from start of new position.

Section 28.05 Recall

- A. A laid off employee shall maintain his/her seniority with the NFTA for a period of four (4) years. During this period, the laid off employee shall be entitled to bid on any job classification within the bargaining unit that is vacant or newly created, provided he/she possesses the qualifications set forth in the job description. The employee will be given a period of ninety (90) workdays to demonstrate his/her ability to satisfactorily perform the job.
- B. A laid off employee shall be notified by Local 2028 of vacancies which exist and which are open for bid. The NFTA will provide Local 2028 with the last known address of the laid off employee.
- C. In the event more than one qualified "laid off" ILA Local 2028 employee in good standing exists, seniority takes precedence.

Section 28.06 Notice of Recall.

Notice of Recall offering reemployment shall be mailed by certified mail, return receipt requested, to the last known address of the employee and shall require his written acceptance to the Director of Labor Relations within a seven (7) calendar day period from the date of such notice. If the employee refuses such offer of reemployment or if such offer remains unanswered at the end of the seven (7) day period, such offer of reemployment and the employee's recall rights for that notification and privileges shall be terminated.

- A. A laid off employee who is recalled or awarded a posted position within two (2) years will have any accumulated sick leave, personal leave and/or any unused time credits restored.

Article 29. GRIEVANCES AND ARBITRATION

Section 29.01 Grievance Definition

A grievance is defined as any dispute arising between Local 2028 and NFTA with respect to the interpretation or application of, or compliance with, any of the terms and conditions of this Agreement. A grievance may be referred to arbitration in accordance with the following Section. Only the Local 2028 Executive Board shall be allowed to seek arbitration of a grievance. The grievance and arbitration procedure hereby established shall be the exclusive remedy for the resolution of a grievance.

Section 29.02 Grievance Filing Time Limit/ Steps

- A. A grievance must be presented, in writing, to the Director of Labor Relations or designee, within seven (7) work days after the cause of complaint occurred or became known. The procedure of processing a grievance shall be as follows:
 - 1. STEP 1 - The employee or Local 2028 representative will present the grievance to the Director of Labor Relations within seven (7) work days. The Director of Labor Relations will respond, in writing, within seven (7) work days upon receipt of said grievance.
 - 2. STEP 2 - If a satisfactory explanation or settlement is not reached with the Director of Labor Relations or other designee within fourteen (14) work days of the presentation of Step 1, Local 2028 may submit the dispute, within thirty (30) calendar days thereafter, to final and

binding arbitration, before a single arbitrator, pursuant to the Rules and Procedures of the Public Employment Relations Board (PERB).

- B. The decision or award of the arbitrator shall be rendered, in writing. The expenses incurred, including the fees and expenses of the arbitrator, shall be borne by and divided equally between the NFTA and Local 2028. Any expense incurred in connection with the calling of witnesses shall be borne by the party calling that witness, with the exception that Local 2028 may call two (2) permanent NFTA employees as witnesses without loss of wages.
- C. The aforesaid provisions may be waived, shortened or extended by mutual written agreement of the parties hereto. The arbitrator shall be confined to the grievance at hand and other relevant sections of the contract.

Section 29.03 Grievance Pay

During the operation of the Grievance Procedure, an aggrieved employee who is on full pay status shall be compensated at the regular rate for time lost from work, only for the time spent in the arbitration hearing itself. Time spent in preparation for the arbitration will not be compensated by the NFTA. Personal leave or vacation time may be used for this purpose.

Section 29.04 Grievance Committee

A joint Labor-Management Committee will be created to review unsettled grievances. By mutual consent, the parties may elect to submit these grievances to a mini-arbitration process. Both NFTA and Local 2028 will submit three (3) individuals to comprise the grievance committee.

Article 30. DISCIPLINE AND DISCHARGE

The NFTA shall follow a policy of progressive discipline; however, this policy shall not preclude the NFTA, for a good cause, from advancing discipline and disciplinary penalties. 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.

The following procedures shall be utilized for disciplinary and discharge matters for misconduct, or unsatisfactory work performance for all employees:

Section 30.01 Any employee who is so 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 Local 2028 at each step of the procedure contained in this article. The burden of proof on all discipline and discharge matters shall rest on the employer.

Section 30.02 In any instance in which a representative of the Employer 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 and/or conduct and the dates, times and places such acts occurred, if known. Said notice shall also include the penalty being imposed. A copy of the notice shall be served concurrently upon the Union President or his/her designee. An employee shall not be disciplined or discharged for acts which occurred more than one (1) year prior to the notice of discipline unless said acts of misconduct or incompetence would constitute a crime pursuant to the Laws of the State of New York. Furthermore, the employer shall not take into account any unrelated disciplinary action against the employee, which occurred more than three (3) years prior to the date of the discipline.

Section 30.03 Procedure

1. An employee who is disciplined may file a written appeal with the Director of Labor Relations.
2. The Director of Labor Relations shall schedule a hearing within fifteen (15) working days of the date of receipt of the written appeal. The Director shall inform the affected employee and his or her Union representative in writing of the time and place the hearing is to be held. The employee and/or his or her Union representative shall be allowed to present any and all written information

and oral argument concerning the discipline. The Director of Labor Relations shall provide a written decision to the employee and his or her Union representative within ten (10) working days following the close of said hearing.

3. If the Union is not satisfied with the decision of the Director of Labor Relations, the Union President may request arbitration within ten (10) working days from the date of receipt of the decision by notifying the Director of Labor Relations that the Union is proceeding to final and binding arbitration. When the Union invokes its right to arbitration, the arbitrator whose name appears on the list of arbitrators jointly selected by the Union and the Employer to hear discipline cases below the name of the arbitrator who heard the last case shall be called. If the arbitrator called to hear a case indicates he/she cannot hear the case or issue a decision within the time period specified herein, the parties shall call the next arbitrator on the list until an arbitrator is called who can hear the case and issue a timely decision. The decision of the arbitrator shall be final and binding on all parties to the proceeding. All fees and expenses of the arbitrator shall be shared equally by the employer and the Union.

Section 30.04 Selection of panel of arbitrators.

For the purpose of this article, five (5) agreed named arbitrators shall be selected jointly by the Union and the employer to hear discipline cases. The Union and the employer shall review the list of arbitrators annually in January and shall jointly agree upon which arbitrators shall remain on the list and any new arbitrators to be placed on the list alphabetically who shall be called to hear discipline or discharge cases beginning with the name of the first arbitrator on the list and therefore moving down the list until it is exhausted. When this occurs, the parties shall return to the name of the first arbitrator on the list and the process shall be repeated. Either party shall have the right to unilaterally remove the names of any arbitrator from this list upon thirty (30) days written notice to the other party. However, such removal shall be limited to January of each year and shall take place during the annual review as provided in this section.

The following is the panel of arbitrators from which selections will be made:

Douglas Bantle
Stuart Pohl
Dennis Campagna
Joseph Saeli, Jr.
Edward Schmidt

Section 30.05 Basic Principles

Offer of compromise and settlement at any meeting or conference prior to arbitration shall not be introduced at the arbitration hearing or accepted as evidence by the arbitrator.

Section 30.06 Service of Notice of Discipline.

Service of the notice of discipline shall be made by personal service, if possible, and if such service cannot be effectuated by personal service, it shall be made by registered or certified mail, return receipt requested. A copy of the notice of discipline will be served simultaneously with the local/unit president. Service of the notice of discipline will be registered or certified mail or by personal service. The time limits for presenting a grievance as defined in this article will commence at the time of receipt of the notice of discipline.

Section 30.07 Progressive Discipline Steps

Step 1 - Verbal warnings
Step 2 - Written warnings
Step 3 - Reprimand
Step 4 - Suspension without pay
Step 5 - Termination

It should be understood that the NFTA may discharge an employee immediately or invoke disciplinary suspension for just cause. Cause for such disciplinary action shall include, but not limited to

insubordination, intoxication while at work, drinking alcohol while on premises, use or possession of illegal drugs on the job, inappropriate sexual behavior, releasing information to the media without prior clearance by the Executive Director, and deliberately falsifying a job application.

Article 31. PERSONNEL FILES

Section 31.01 The employee shall have the right to examine the contents of his personnel file and may be accompanied by another person of his/her choice. Human Resources shall designate only (1) official personnel file for each of the employees, in which all material pertaining to discipline shall be filed.

Section 31.02 Copies of all disciplinary or performance documents will be provided to said employee and he/she shall have the right to attach comments. Upon written request, an employee shall receive a copy of any material in such employee's personnel file.

Section 31.03 The employee will be permitted to have included in his file any material which he/she feels is pertinent to his performance and personal qualifications.

Section 31.04 Any material in the nature of a warning or reprimand placed in the employee's personnel file will be subject to the grievance procedure.

Article 32. SALARY AND INCREMENT RULES

Section 32.01 Salary Schedules

It is hereby agreed that Appendices "A" through "C" inclusive, which are attached hereto and made a part thereof, reflect the salary rates payable to the employees covered by this agreement. The salary schedules cover a four (4) year period commencing April 1, 2006 and ending March 31, 2010. All references to "year" thereafter shall refer to the fiscal year April 1 to March 31.

Section 32.02 Step Increases

Any new employee hired into a Grade covered by this agreement, shall enter that Grade at the starting rate in the fiscal year he/she was hired; then will move to the second step after six (6) months of satisfactory service from date of hire; and then will be eligible to move to each successive step based on satisfactory service on the anniversary of the first step until the sixth step is reached.

Section 32.03 Pay Day

The salaries and wages of employees shall be paid bi-weekly. In the event this day is a holiday, the preceding day shall be the payday.

Section 32.04 Shift Differential Pay

Employees who work second shift (starting between 3:00 PM and 4:00 PM) and third shift (starting between 11:00 PM and 12:00 AM) shall receive an additional twenty (20) cents per hour shift differential for all hours actually worked.

Section 32.05 Out of Classification Pay

- A. In the event that an employee is requested to perform work in a classification higher than his or her own for more than eight (8) hours, the employee will be eligible for temporary out of classification pay. The rate of pay for temporary out of classification work shall be \$2.00 per hour greater than their normal rate with a cap of the hourly rate of the sixth step of the grade in which the employee is working out of classification.
- B. When an employee works out of classification and is not substituting for an absent employee, the out of classification assignment shall not exceed 120 calendar days.
- C. Both parties agree that when Local 2028 employees are assigned to work in a non-represented job classification that is in a salary grade higher than their current position, they will receive a temporary 10% increase in their present biweekly pay.

- D. Temporary out of classification pay is retroactive to the fifth hour that the employee performs such work.

Section 32.06 Promotions

- A. Upon promotion, no employees shall receive less than the hiring rate of his/her new grade. If the employee to be promoted is above the hiring rate of his/her old grade, the new salary will be computed as follows: one less salary step than current step for every grade being promoted.

Section 32.07 Longevity Pay

Longevity Pay will be earned by employees with at least seven (7) years of service and in accordance with the following schedule:

Effective 4/1/08:

<u>Anniversary</u>	<u>Longevity Pay Earned</u>
7th	\$ 500
11th	\$ 650
15th	\$ 850
20th	\$1100
25th	\$1400
30th	\$1750

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 or 30th year of service shall be completed at any time within that fiscal year. Once eligible, the employee's annual increments shall become a part of his or her salary.

Article 33. TRANSPORTATION REIMBURSEMENT

Section 33.01 For those employees who are required by NFTA to use their personal vehicles for authority business, the NFTA will provide or reimburse the expense for parking and will pay mileage in accordance with NFTA travel policy.

Article 34. GENERAL PROVISIONS

Section 34.01 Bus Passes

The NFTA agrees to provide each employee covered by this agreement and eligible retirees of Local 2028, with the exception of those employees assigned NFTA vehicles, a bus pass.

- A. Only eligible Local 2028 employees and retirees will be authorized to use the pass.
- B. Any willful misuse or transfer or sale of this pass will result in disciplinary action, including termination.
- C. Lost or stolen passes must be immediately reported to the Human Resources Department.
- D. It is understood and agreed that in order to be reissued a stolen or lost pass, an employee must first pay a twenty-five (\$25.00) dollar fee to the NFTA.
- E. NFTA retains the sole and absolute right to determine the method of distribution, restrictions and all other administrative procedures regarding the bus pass.

Section 34.02 Sexual Harassment Policy

Sexual and Verbal Harassment Policy shall be enforced by all employees pursuant to Section 703 of Title VII of the Civil Rights Act of 1964 as amended and the New York State Human Rights Law.

Employees violating this policy will be subject to disciplinary action. Violations are to be reported to an employee's immediate supervisor, and/or Local 2028 representative.

Section 34.03 Payroll Savings

The NFTA will provide, a payroll savings plan for employees.

Section 34.04 Training Committee

The NFTA and Union agree to create a joint Labor-Management Training Committee that will identify resources and training opportunities necessary for promotion.

Section 34.05 Copies of Agreement

The NFTA agrees to reproduce a sufficient number of copies of this agreement for distribution by union officers to the membership.

Article 35. EFFECTIVE DATE AND DURATION

Section 35.01 Unless otherwise specified, the provisions of this Agreement shall become effective as of April 1, 2006 and shall continue in full force and effect until midnight March 31, 2010.

Section 35.02 One hundred twenty (120) days prior to the expiration of this Agreement, Local 2028 shall present its initial proposals, in writing, to the NFTA. Ninety (90) days prior to the expiration of this Agreement, NFTA agrees to meet with Local 2028 for the purpose of discussion of the proposals.

Section 35.03 Upon the expiration of this Agreement, NFTA shall not pay any additional salary increments which might otherwise have become due in that or any subsequent fiscal year, unless and Agreement has been ratified, fringe benefits exempted.

Article 36. TITLE LISTINGS

Except as otherwise excluded by PERB and mutual consent of the parties, all clerical/technical office personnel including:

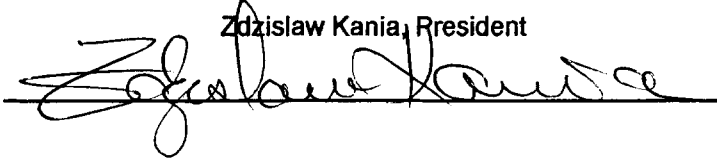
Account Clerk	Account Clerk II	Account Clerk III
Account Payroll Clerk	Accounts Receivable Supervisor	Administrative Document Control Clerk
Administrative Assistant	Administrative Secretary	Administrative Specialist
Analyst Programmer	Artist Designer	Assistant Bus Shelter Technician
Assistant Office Engineer	Assistant Resident Engineer	Bus Shelter Technician
Capital Budget Analyst	Change Board Control Clerk	Clerk Typist I
Clerk Typist II	Communications/ Advertising Specialist	Computer Maintenance Technician
Computer Network Technician	Computer Operator /Tech. Data Entry	Computer Programmer/Analyst
Computer Programmer Operator	Construction Inspector I	Construction Inspector II
Contract Compliance Specialist	Contracts Administrator	Coordinator of Special Projects
Data Control Clerk	DBE Specialist	Design Drafter
Design Drafter/ CAD Specialist	Document Control Clerk	Energy Engineer
Environmental Coordinator	File Clerk	File Clerk II
File Clerk III	Grants Specialist	Help Desk Administrator
Locksmith	Mail & Supply Clerk	Mail & Supply Clerk II
Maintenance Technician	Maintenance Technician I	Maintenance Technician II
Management Representative	Market Research Specialist	Network/ Software Support
Payroll Clerk	Principal Account Clerk	Principal Receivable Accountant
Programmer/Analyst	Programmer/Operator	Project Account Clerk
Property Accountant	Property Maintenance Specialist	Public Information Officer
Public Relations Coordinator	Public Safety Records Specialist	Publications Specialist
Purchasing Specialist	Receptionist	Receptionist II
Resident Engineer	Safety Inspector	Secretary to Deputy Police Chief
Senior Accountant	Senior Administrative Assistant	Senior Artist Designer
Senior Bus Shelter Technician	Senior Buyer	Senior Community Relations Specialist
Senior Grants Specialist	Senior Maintenance Technician	Senior Maintenance Technician (Nights)
Senior Principal Account Clerk	Senior Stenographer	Senior Systems Analyst
Senior Systems Design Programmer	Senior Systems Operator	Senior Transportation Planner
Stenographer	Supervisor Computer Operations	Supervisor Network Support
Supervisor of Records	Supervisor of Supplies	Supervisor Technical Support
Systems Operator	Transportation Planner I	Transportation Planner II
Systems Support Specialist		

During the term of this Agreement, new titles may be added to this list by mutual consent of the parties.

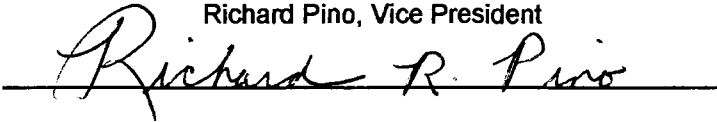
IN WITNESS WHEREOF, the parties hereto have executed this Agreement
this _____ of _____, 2007.

INTERNATIONAL LONGSHOREMEN'S ASSOCIATION LOCAL 2028

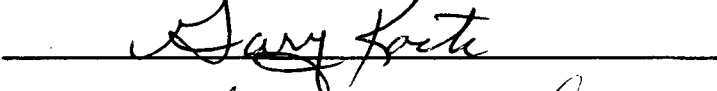
Zdzislaw Kania, President



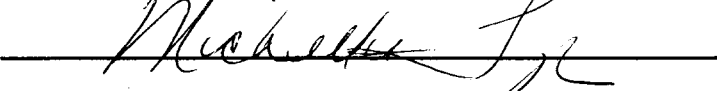
Richard Pino, Vice President



Gary Korte, Financial Secretary/ Treasurer



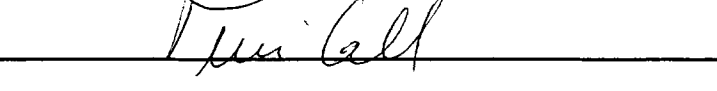
Michelle Taylor, Corresponding Secretary



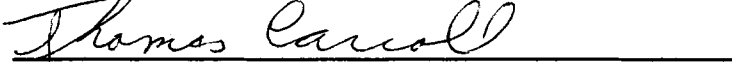
Gregory Cwiklinski, Recording Secretary



Teri Call, Trustee



Thomas Carroll, Trustee



Jeffrey Pittner, Trustee



NIAGARA FRONTIER TRANSPORTATION AUTHORITY

Lawrence M. Meckler, Executive Director

 2/27/07

**Proposed Local 2028-Salary Grade Schedule
Effective Date 04/01/06 (2.00% increase)**

Summary of Annual Rates

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	\$22,784	\$23,666	\$24,581	\$25,548	\$26,573	\$27,625
2	\$24,840	\$25,812	\$26,864	\$27,920	\$29,044	\$30,238
3	\$26,916	\$27,990	\$29,132	\$30,323	\$31,588	\$32,903
4	\$28,974	\$30,150	\$31,414	\$32,711	\$34,063	\$35,496
5	\$31,036	\$32,280	\$33,682	\$35,099	\$36,569	\$38,142
6	\$33,092	\$34,497	\$35,929	\$37,452	\$38,927	\$40,755
7	\$36,170	\$37,728	\$39,338	\$41,050	\$42,850	\$44,735
8	\$39,268	\$40,963	\$42,763	\$44,648	\$46,582	\$48,646
9	\$42,349	\$44,196	\$46,171	\$48,248	\$50,340	\$52,604
10	\$45,445	\$47,451	\$49,578	\$51,795	\$54,111	\$56,550
11	\$48,559	\$50,701	\$52,972	\$55,357	\$57,849	\$60,474
12	\$52,658	\$55,046	\$57,519	\$60,147	\$62,900	\$65,770
13	\$56,791	\$59,367	\$62,051	\$64,905	\$67,881	\$71,011

**Proposed Local 2028-Salary Grade Schedule
Effective Date 04/01/06 (2.00% increase)**

Summary of Hourly Rates

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	\$10.9540	\$11.3778	\$11.8178	\$12.2829	\$12.7754	\$13.2815
2	\$11.9425	\$12.4097	\$12.9153	\$13.4229	\$13.9634	\$14.5377
3	\$12.9406	\$13.4568	\$14.0059	\$14.5785	\$15.1867	\$15.8186
4	\$13.9300	\$14.4952	\$15.1029	\$15.7266	\$16.3762	\$17.0652
5	\$14.9210	\$15.5190	\$16.1934	\$16.8747	\$17.5814	\$18.3375
6	\$15.9096	\$16.5849	\$17.2738	\$18.0057	\$18.7149	\$19.5937
7	\$17.3894	\$18.1385	\$18.9123	\$19.7356	\$20.6009	\$21.5070
8	\$18.8790	\$19.6937	\$20.5590	\$21.4655	\$22.3954	\$23.3875
9	\$20.3599	\$21.2479	\$22.1975	\$23.1960	\$24.2017	\$25.2901
10	\$21.8485	\$22.8131	\$23.8355	\$24.9012	\$26.0150	\$27.1873
11	\$23.3456	\$24.3754	\$25.4675	\$26.6140	\$27.8121	\$29.0739
12	\$25.3164	\$26.4645	\$27.6535	\$28.9167	\$30.2402	\$31.6200
13	\$27.3035	\$28.5420	\$29.8320	\$31.2043	\$32.6353	\$34.1400

11/08/2006

Proposed Local 2028-Salary Grade Schedule
Effective Date 04/01/07 (2.00% increase)

Summary of Annual Rates

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	\$23,240	\$24,139	\$25,073	\$26,059	\$27,104	\$28,178
2	\$25,337	\$26,328	\$27,401	\$28,478	\$29,625	\$30,843
3	\$27,455	\$28,550	\$29,715	\$30,930	\$32,220	\$33,561
4	\$29,554	\$30,753	\$32,042	\$33,366	\$34,744	\$36,206
5	\$31,656	\$32,925	\$34,356	\$35,801	\$37,301	\$38,905
6	\$33,754	\$35,186	\$36,648	\$38,201	\$39,705	\$41,570
7	\$36,893	\$38,483	\$40,124	\$41,871	\$43,707	\$45,629
8	\$40,054	\$41,782	\$43,618	\$45,541	\$47,514	\$49,619
9	\$43,196	\$45,079	\$47,094	\$49,213	\$51,346	\$53,656
10	\$46,354	\$48,400	\$50,569	\$52,830	\$55,193	\$57,681
11	\$49,530	\$51,715	\$54,032	\$56,464	\$59,006	\$61,683
12	\$53,711	\$56,147	\$58,670	\$61,350	\$64,158	\$67,085
13	\$57,927	\$60,555	\$63,292	\$66,203	\$69,239	\$72,431

Proposed Local 2028-Salary Grade Schedule
Effective Date 04/01/07 (2.00% increase)

Summary of Hourly Rates

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	\$11.1731	\$11.6053	\$12.0541	\$12.5285	\$13.0309	\$13.5471
2	\$12.1813	\$12.6579	\$13.1736	\$13.6913	\$14.2427	\$14.8284
3	\$13.1994	\$13.7260	\$14.2860	\$14.8701	\$15.4905	\$16.1349
4	\$14.2086	\$14.7851	\$15.4050	\$16.0412	\$16.7038	\$17.4065
5	\$15.2195	\$15.8294	\$16.5173	\$17.2122	\$17.9330	\$18.7042
6	\$16.2277	\$16.9166	\$17.6192	\$18.3658	\$19.0892	\$19.9856
7	\$17.7372	\$18.5013	\$19.2905	\$20.1303	\$21.0129	\$21.9372
8	\$19.2565	\$20.0876	\$20.9702	\$21.8949	\$22.8433	\$23.8553
9	\$20.7671	\$21.6728	\$22.6414	\$23.6599	\$24.6858	\$25.7960
10	\$22.2855	\$23.2694	\$24.3122	\$25.3992	\$26.5353	\$27.7311
11	\$23.8125	\$24.8629	\$25.9768	\$27.1463	\$28.3684	\$29.6554
12	\$25.8227	\$26.9938	\$28.2065	\$29.4950	\$30.8450	\$32.2524
13	\$27.8496	\$29.1128	\$30.4286	\$31.8284	\$33.2880	\$34.8228

11/08/2006

Proposed Local 2028-Salary Grade Schedule
Effective Date 04/01/08 (1.50% increase)

Summary of Annual Rates

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	\$23,589	\$24,501	\$25,449	\$26,450	\$27,511	\$28,601
2	\$25,717	\$26,723	\$27,812	\$28,905	\$30,069	\$31,306
3	\$27,867	\$28,978	\$30,161	\$31,394	\$32,703	\$34,064
4	\$29,997	\$31,214	\$32,523	\$33,866	\$35,265	\$36,749
5	\$32,131	\$33,419	\$34,871	\$36,338	\$37,860	\$39,488
6	\$34,260	\$35,714	\$37,198	\$38,774	\$40,301	\$42,194
7	\$37,447	\$39,060	\$40,726	\$42,499	\$44,362	\$46,314
8	\$40,654	\$42,409	\$44,272	\$46,224	\$48,227	\$50,363
9	\$43,843	\$45,756	\$47,801	\$49,951	\$52,117	\$54,460
10	\$47,049	\$49,126	\$51,328	\$53,623	\$56,021	\$58,546
11	\$50,273	\$52,491	\$54,842	\$57,311	\$59,891	\$62,608
12	\$54,517	\$56,989	\$59,550	\$62,270	\$65,120	\$68,091
13	\$58,796	\$61,463	\$64,241	\$67,196	\$70,278	\$73,518

Proposed Local 2028-Salary Grade Schedule
Effective Date 04/01/08 (1.50% increase)

Summary of Hourly Rates

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	\$11.3407	\$11.7794	\$12.2349	\$12.7165	\$13.2264	\$13.7503
2	\$12.3641	\$12.8477	\$13.3713	\$13.8967	\$14.4563	\$15.0509
3	\$13.3974	\$13.9318	\$14.5003	\$15.0932	\$15.7228	\$16.3770
4	\$14.4217	\$15.0069	\$15.6360	\$16.2818	\$16.9543	\$17.6676
5	\$15.4478	\$16.0669	\$16.7651	\$17.4704	\$18.2020	\$18.9848
6	\$16.4712	\$17.1703	\$17.8835	\$18.6413	\$19.3755	\$20.2853
7	\$18.0033	\$18.7788	\$19.5799	\$20.4323	\$21.3281	\$22.2662
8	\$19.5454	\$20.3889	\$21.2847	\$22.2233	\$23.1860	\$24.2131
9	\$21.0786	\$21.9979	\$22.9811	\$24.0148	\$25.0560	\$26.1829
10	\$22.6197	\$23.6185	\$24.6769	\$25.7802	\$26.9333	\$28.1470
11	\$24.1697	\$25.2358	\$26.3665	\$27.5535	\$28.7939	\$30.1002
12	\$26.2101	\$27.3987	\$28.6296	\$29.9375	\$31.3076	\$32.7362
13	\$28.2673	\$29.5495	\$30.8851	\$32.3058	\$33.7873	\$35.3451

**Proposed Local 2028-Salary Grade Schedule
Effective Date 04/01/09 (1.50% increase)**

Summary of Annual Rates

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	\$23,942	\$24,869	\$25,830	\$26,847	\$27,924	\$29,030
2	\$26,103	\$27,124	\$28,229	\$29,339	\$30,520	\$31,775
3	\$28,285	\$29,413	\$30,613	\$31,865	\$33,194	\$34,575
4	\$30,447	\$31,683	\$33,011	\$34,374	\$35,794	\$37,300
5	\$32,613	\$33,920	\$35,394	\$36,884	\$38,428	\$40,081
6	\$34,774	\$36,250	\$37,756	\$39,356	\$40,906	\$42,826
7	\$38,009	\$39,646	\$41,337	\$43,137	\$45,028	\$47,008
8	\$41,264	\$43,045	\$44,936	\$46,918	\$48,950	\$51,119
9	\$44,501	\$46,442	\$48,518	\$50,700	\$52,898	\$55,277
10	\$47,755	\$49,863	\$52,098	\$54,427	\$56,862	\$59,424
11	\$51,027	\$53,278	\$55,665	\$58,171	\$60,790	\$63,548
12	\$55,335	\$57,844	\$60,443	\$63,204	\$66,097	\$69,113
13	\$59,678	\$62,385	\$65,205	\$68,204	\$71,332	\$74,621

**Proposed Local 2028-Salary Grade Schedule
Effective Date 04/01/09 (1.50% increase)**

Summary of Hourly Rates

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	\$11.5108	\$11.9561	\$12.4185	\$12.9072	\$13.4248	\$13.9566
2	\$12.5495	\$13.0405	\$13.5718	\$14.1052	\$14.6732	\$15.2766
3	\$13.5983	\$14.1408	\$14.7178	\$15.3196	\$15.9587	\$16.6226
4	\$14.6381	\$15.2320	\$15.8706	\$16.5260	\$17.2086	\$17.9326
5	\$15.6795	\$16.3079	\$17.0165	\$17.7325	\$18.4750	\$19.2696
6	\$16.7182	\$17.4279	\$18.1518	\$18.9209	\$19.6661	\$20.5896
7	\$18.2733	\$19.0605	\$19.8736	\$20.7388	\$21.6480	\$22.6002
8	\$19.8386	\$20.6947	\$21.6040	\$22.5566	\$23.5338	\$24.5763
9	\$21.3948	\$22.3279	\$23.3258	\$24.3750	\$25.4319	\$26.5756
10	\$22.9590	\$23.9727	\$25.0470	\$26.1669	\$27.3373	\$28.5692
11	\$24.5322	\$25.6144	\$26.7620	\$27.9668	\$29.2258	\$30.5517
12	\$26.6032	\$27.8097	\$29.0591	\$30.3865	\$31.7772	\$33.2272
13	\$28.6913	\$29.9927	\$31.3483	\$32.7904	\$34.2941	\$35.8753

11/08/2006

MEMORANDUM OF UNDERSTANDING AND GRIEVANCE SETTLEMENT
AGREEMENT BETWEEN
THE NIAGARA FRONTIER TRANSPORTATION AUTHORITY ("NFTA")
AND
INTERNATIONAL LONGSHOREMEN'S ASSOCIATION LOCAL 2028
("LOCAL 2028")

The parties agree to settle the grievance filed by Local 2028 Union Steward Gregory Cwiklinski on or about October 22, 2004 concerning holiday pay and to modify certain language in the parties' collective bargaining agreement in accordance with the following terms:

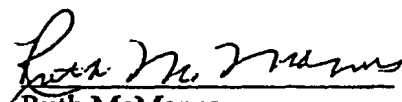
1. Article 14 of the collective bargaining agreement will be modified as shown on Attachment "A" to this Agreement, and those modifications will be incorporated into future collective bargaining agreements.
2. The parties agree that "scheduled" within the meaning of Article 14 shall mean "requested, placed on the regular work schedule or directed to work by a supervisor at least 48 hours in advance of the holiday."
3. Any changes in pay brought about by the modification of the language in Article 14 shall be effective as of the President's Day holiday in 2005.
4. This Agreement constitutes the full and complete settlement of the grievance referenced in the introductory paragraph of this Agreement.

FOR THE NFTA:

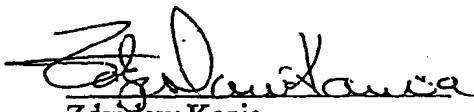
DATE:

FOR LOCAL 2028:


DATE:


Ruth McManus
Acting Director, Human Resources

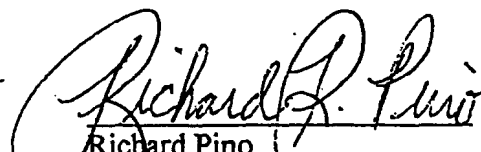
7/12/05


Zdzislaw Kania
President

7/6/05


Brent Herman
Manager, Human Resources

7/7/05


Richard Pino
Vice-President

7/6/05

NFTA
and
ILA LOCAL 2028
2/24/05

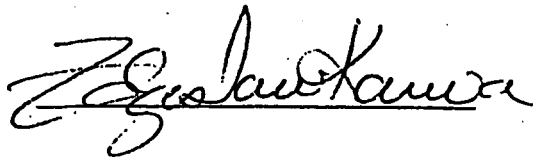
Due to a change in the operational hours of the Buffalo Niagara International Airport Administrative Offices, it is necessary to amend Article 12, Hours of Work, Section 12.03.

The positions of Administrative Assistant and Executive Secretary at BNIA may have a workday of eight (8) hours between 7 AM and 6 PM.

FOR THE NFTA

FOR ILA LOCAL 2028





2/24/05
Date

2/24/05
Date