



Cornell University ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Niagara Frontier Transit Metro Systems and Bus and Rail Supervisors and Controllers, International Brotherhood of Teamsters (IBT), Local 264 (2002) (MOA)**

Employer Name: **Niagara Frontier Transit Metro Systems**

Union: **Bus and Rail Supervisors and Controllers, International Brotherhood of Teamsters (IBT)**

Local: **264**

Effective Date: **04/01/02**

Expiration Date: **05/31/05**

PERB ID Number: **8367**

Unit Size: **0**

Number of Pages: **32**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

8367_03312005

Niagara Frontier Transit Metro
Systems, Inc And Teamsters Local
264

TA
BUS

AGREEMENT

BETWEEN

**NIAGARA FRONTIER TRANSIT METRO SYSTEMS, INC.
(BUS AND RAIL SUPERVISORS
AND
CONTROLLERS)**

AND

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

**EFFECTIVE
APRIL 1, 2002 – MARCH 31, 2005**

RECEIVED

SEP 09 2003

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

TABLE OF CONTENTS

ARTICLE	DESCRIPTION	PAGE
	Agreement.....	1
1	Recognition/Union Membership	1
	Section 1.1 – Recognition	1
	Section 1.2 – Purpose of Agreement	1
	Section 1.3 – Applicable Law	1
	Section 1.4 – Legislative Requirements	2
	Section 1.5 – Union Officials	2
	Section 1.6 – Dues CheckOff and Authorization	2
	Section 1.7 – Agency Shop Fee	2
	Section 1.8 – Pledge Against Discrimination and Coercion	3
2	Hours of Work	4
	Section 2.1 – Workday and Workweek	4
	Section 2.2 – Selecting Work Schedules	4
	Section 2.3 – Overtime Eligibility	5
	Section 2.4 – Overtime Distribution	6
	Section 2.5 – Lunch Periods	6
3	Holidays	6
	Section 3.1 – Holiday List	6
	Section 3.2 – Holiday Pay	6
4	Vacation	7
	Section 4.1 – Vacation Entitlement	7
	Section 4.2 – Vacation Selection	7
	Section 4.3 – Vacation Carry Over	8
	Section 4.4 – Monetary Equivalent	9
	Section 4.5 – Holidays During Vacation	9
	Section 4.6 – Advance Vacation Pay	9
	Section 4.7 – Vacation Buy-Back	9
5	Compensation	9
	Section 5.1 – Salary, Wage Tables	9
	Section 5.2 – Longevity Pay	9
	Section 5.3 – Jury Duty	10
6	Clothing Allowance/NFT Metro Property	10
	Section 6.1 – Uniform Allowance	10
	Section 6.2 – NFT Metro Property	10

7	Medical, Dental, Optical Insurance.....	11
	Section 7.1 – Medical Insurance	11
	Section 7.2 – Waiver of Medical Insurance	12
	Section 7.3 – Paid Medical Insurance Upon Retirement.....	12
	Section 7.4 – Dental Insurance	12
	Section 7.5 – Optical Insurance	12
	Section 7.6 – Equivalent Coverage	13
	Section 7.7 – Disability	13
8	Worker's Compensation.....	13
9	Retirement.....	13
	Section 9.1 – Pension Plan	13
	Section 9.2 – Contributions	13
	Section 9.3 – NYS Employee Retirement Plan	14
10	Life Insurance.....	14
11	Seniority	14
	Section 11.1 – Seniority Classified.....	14
	Section 11.2 – Breaks In Seniority	15
	Section 11.3 – Probationary Period (New Employees)	15
	Section 11.4 – Probation Period (Promotion of Non-Unit Employees)	15
	Section 11.5 – Job Postings/Promotion	15
	Section 11.6 – Promotions Outside Union	16
	Section 11.7 – Layoff/Bumping	16
	Section 11.8 – Recall	16
12	Leaves of Absence.....	17
	Section 12.1 – Personal Leave	17
	Section 12.2 – Sick Leave.....	17
	Section 12.3 – Perfect Attendance Stipend	18
	Section 12.4 – Union Leave	18
	Section 12.5 – Military Leave	19
	Section 12.6 – Bereavement Leave	19
13	Grievance and Arbitration Procedure	19
14	Discipline Procedure	20
15	Safety and Welfare	20
	Section 15.1 – Safety Devices	20
	Section 15.2 – Access to Employees.....	21
	Section 15.3 – Access to Premises.....	21

16	Personnel File	21
	Section 16.1 – Disciplinary Memo or Notice.....	21
	Section 16.2 – Unsupported Charges	21
	Section 16.3 – Inspection.....	21
17	Miscellaneous Benefits	22
	Section 17.1 – Bulletin Boards	22
	Section 17.2 – Printing of Agreement	22
	Section 17.3 – Employee Assistance Program	22
	Section 17.4 – Mileage Allowance	22
	Section 17.5 – 19A.....	22
18	Savings Clause	22
19	Management Rights	23
20	No Strike Clause	23
21	Terms of Agreement	24
	Appendix A	
	Salary Table/Wage Rates	25
	Appendix B	
	Vacation Sell Backs	26
	Appendix C	
	Memorandum of Understanding.....	27

AGREEMENT

THIS AGREEMENT made and entered into on the 1st day of April, 2002 by and between NIAGARA FRONTIER TRANSIT METRO SYSTEMS, INC., a body corporate and politic, constituting a public benefit corporation, organized and existing pursuant to Chapter 717 of the Laws of 1967 of the State of New York, as amended with its principal office for the transaction of business at 181 Ellicott Street, in the City of Buffalo, County of Erie and State of New York, (hereinafter referred to as "NFT Metro") and the Teamsters Local #264, International Brotherhood of Teamsters (hereinafter referred to as "Union", representing Bus and Rail Supervisors and Controllers.

ARTICLE 1 **RECOGNITION – UNION MEMBERSHIP**

Section 1.1: Recognition

Pursuant to PERB Case No. C-4222, NFT Metro recognizes the Teamsters Local #264 as the representative of NFT Metro Bus and Rail Supervisors and Controllers.

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

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

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

Section 1.2: Purpose of Agreement

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

Section 1.3: Applicable Law

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

Section 1.4: Legislative Requirements

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

Section 1.5: Union Officials

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

Section 1.6: Dues Check Off and Authorization

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

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

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

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

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

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

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

Section 1.7: Agency Shop Fee

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

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

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

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

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

Section 1.8: Pledge Against Discrimination and Coercion

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

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

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

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

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

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

ARTICLE 2

HOURS OF WORK

Section 2.1: Workday and Workweek

The scheduled workday and workweek shall be as follows for the following classification of employees:

CURRENT SUPERVISORS (Bus and Rail): Employed in the position as of 4-1-95

Workday	9 hours
Workweek	40 hours regular plus 5 hours guaranteed overtime (47.5 hours pay per week)

The above scheduled workday and workweek will be considered as pay days and pay weeks for the purposes of compensating employees for sick, personal and vacation leave, as well as holidays, when applicable.

CURRENT CONTROLLERS (Bus and Rail): Employed in the position as of 4-1-95

Workday	8 hours
Workweek	40 hours

No new swing shifts will be added for these shifts. Swing shift already in place for bus control will be continued.

NEW EMPLOYEES (Supervisors and Controllers): Employed in the position as of 4-1-95

Workday	8 hours
Workweek	40 hours

The workday of 8 hours may be broken into swing shifts with the understanding that no swing shift will exceed a total of 11 hours.

Section 2.2: Selecting Work Schedules

The selection of work schedules shall involve the posting of available work schedules (tricks) for each job group as described in this section.

The postings that contain the work schedules will be provided to the Union two (2) weeks prior to the actual selection of the tricks. NFT Metro agrees to meet with the Union to discuss any changes or modifications in work schedules prior to work assignment selection.

Instruction Department Supervisors' work is not subject to trick selection as contained in this section.

Bus Supervisors: Shall select work schedules (tricks) 4 times per year based on seniority.

Bus Controllers: Shall select work schedules (tricks) 4 times per year based on seniority.

Rail Controllers: Shall select four (4) week work schedules (tricks) picked every eight (8) weeks. The selection of tricks will be based on a job group seniority procedure. Once the first employee selects a trick, he/she drops to the bottom of the list and rotates to the top as future selections are made.

Rail Supervisors: Shall select four (4) week work schedules (tricks) picked every eight (8) weeks based on department seniority.

For rail controllers and supervisors, the picking of work schedules must be completed eight (8) weeks prior to the effective date of the schedule.

FOR ALL GROUPS LISTED

NFT Metro maintains the right to establish the number of tricks to be picked, the hours and days of the week of each trick with the understanding that no current employee will be required to work a swing or split shift or denied two (2) consecutive days off in their existing positions (other than existing practice). Nothing in this article prohibits a current employee from selecting a swing or split shift work schedule or a schedule that does not contain two (2) consecutive days off.

Tricks may be modified (within 15 minutes periods) by NFT Metro in its sole discretion, however, NFT Metro agrees to inform the Union of any changes and meet with the Union to discuss them.

Any selection/assignment of work schedules as outlined in this article may be changed or modified by mutual agreement of the parties.

Section 2.3: Overtime Eligibility

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

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

Section 2.4: Overtime Distribution

It is understood that the supervisor/controller on duty shall remain on duty until relieved.

The opportunity for authorized overtime shall be equally divided, within each job group, as per current practice.

Controllers have right to first refusal for overtime when it is necessary to call in an employee to work as a controller.

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

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

Section 2.5: Lunch Periods

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

Supervisors: During the employee's scheduled workday, a thirty (30) minute meal period will be allowed, with pay, which may be taken in accordance with the existing practice of the job group.

ARTICLE 3 **HOLIDAYS**

Section 3.1: Holiday List

The following are to be holidays, whether or not they fall within the scheduled workweek: New Year's Day, Martin Luther King Jr. Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

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

Section 3.2: Holiday Pay

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

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

If an employee calls in sick, either before, on or after a holiday, the employee must provide a doctor's certificate for such absence (prior to the end of the pay period immediately following the holiday) in order to be paid for the holiday.

ARTICLE 4

VACATION

Section 4.1: Vacation Entitlement

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

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

For employees hired or promoted into the Union after April 1, 1995, the vacation entitlement will be as follows:

Vacation credits will be earned based upon years of service in accordance with the following schedule:

<u>YEARS OF SERVICE</u>	<u>VACATION DAYS</u>
1	13
2	14
3	15
4	16
5	17
6	18
7	19
8 - 11	20
12 - 16	21
17 - 21	22
22 - 26	23
27 - 31	24
32 OR MORE	25

Schedule 4.2: Vacation Selection

In November of each year, employees will select their vacation for the following calendar year based upon a seniority selection method established in each job group.

Employees will select vacation in one (1) week increments in accordance with a quota system established by NFT Metro management.

Employees may, prior to date of vacation picking, reserve one (1) week vacation or extra days less than a week to be used as either full or half days during the year. Employees must submit a written request to NFT Metro management at least 48 hours in advance of the date that the employee wishes to take the vacation time. NFT Metro reserves the right to grant or deny these requests based on staff availability and work requirements on a first submitted basis.

Each employee must pick their vacation within 48 hours of receipt of the vacation picking sheet.

Schedule 4.3: Vacation Carry Over

During the picking of vacations in November of each year, employees may elect to carry over one weeks vacation into the following calendar year. (Example: During the November 1995 pick for vacation in 1996, a weeks vacation may be carried over to be used in calendar year 1997.) This week of carry over may be used as a full week.

In addition, an employee, during the November vacation pick, may request a second week of vacation to be carried over. The ability to obtain this second week of vacation carry over will be based on a formula that allows for a maximum vacation carry over total of one weeks vacation for each employee in the job groups as defined in Article 11, Section 11.1 of this agreement.

- a) Bus Controller/Supervisor
- b) Rail Controller
- c) Rail Supervisor

(Example: If there are five (5) rail supervisors at the time of vacation picking, a maximum of five (5) weeks vacation is all that is permitted for carry over for this job group)

During vacation picks, all employees retain the right to carry over one week vacation. The ability to obtain the second week of carry over will be based on the maximum carry over limits of the job group and will be determined by Union seniority. (Example: If during the vacation pick for the five (5) person rail supervisors job group, a total of three (3) employees exercise their rights to carry over one weeks vacation, a total of two (2) weeks would remain available for additional carry over. If, at the time of the pick, three (3) employees expressed a desire for a second week of carry over, then the two most senior employees would be granted the second week of carry over).

If, during the November vacation pick an employee requests a second carry over week and is denied this request as a result of the procedure outlined above, then that employee must select a vacation week from those weeks that are available after the regular pick has concluded.

All vacation time approved for carry over must be used between January 1 and March 31 of the year into which it is being carried.

All carry overtime will be picked first at each November vacation selection. Carry over weeks selected between January 1 and March 31 will be counted against the quotas established for that period for the regular vacation pick.

Section 4.4: Monetary Equivalent

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

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

Section 4.5: Holidays During Vacation

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

Section 4.6: Advance Vacation Pay

Employees may request advance payment for pre-selected and approved vacation, provided that a written request is submitted to NFT Metro at least four (4) weeks prior to the start of the vacation period and provided that the vacation period is a minimum of two (2) consecutive weeks.

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

Section 4.7: Vacation Buy-Back

Employees may request to convert vacation time to cash value up to a maximum of ten (10) days per year. The request must be made a minimum of one (1) week prior to the picked vacation period (Appendix "B").

ARTICLE 5
COMPENSATION

Section 5.1: Salary, Wage Tables

NFT Metro agrees to compensate employees in accordance with the straight time hourly rates of pay schedule set forth in Appendix "A" attached hereto.

Section 5.2: Longevity Pay

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

ANNIVERSARY

7TH
11TH
15TH
20TH
25TH
30TH

LONGEVITY PAY EARNED

\$ 300
\$ 500
\$ 700
\$ 900
\$1200
\$1500

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

Section 5.3: Jury Duty

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

ARTICLE 6

CLOTHING ALLOWANCE/NFT METRO PROPERTY

Section 6.1: Uniform Allowance

Effective April 1, 2003, NFT Metro shall provide to bus and rail supervisors, a credit for uniform clothing in the amount of \$325.00 in accordance with current practice, and effective April 1, 2004, said amount shall be \$350.00. All supervisors must wear designated uniforms while on duty.

Section 6.2: NFT Metro Property

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

ARTICLE 7
MEDICAL, DENTAL, OPTICAL INSURANCE

Section 7.1: Medical Insurance

The Employer agrees to place bargaining unit employee into the "Teamsters Supreme Medical Plan" effective March 1, 2003. The "Teamsters Supreme Medical Plan" shall provide benefits covering Medical and Prescription Drugs, Dental, Vision and Disability Insurance.

The maximum contribution for the above shall be as follows:

Effective March 1, 2003

Single - \$52.75 per week
Double - \$107.50 per week
Family - \$152.50 per week

Effective January 1, 2004

Single - \$59.25 per week
Double - \$120.25 per week
Family - \$170.75 per week

Effective January 1, 2005

Single - \$67.25 per week
Double - \$135.75 per week
Family - \$192.50 per week

Current employees:

March 1, 2003 – 100% paid by Employer
January 1, 2004 – 100% paid by Employer
January 1, 2005 – Employee to contribute in the following manner:

Single - \$5.00 per month
Double - \$10.00 per month
Family - \$20.00 per month

Newly hired and/or promoted employees:

April 1, 2003 – employees hired and/or promoted on or after this date will contribute 2.5% toward the premium on a monthly basis.

January 1, 2004 – employees hired and/or promoted on or after February 1, 2003 will contribute 5% toward the premium on a monthly basis.

January 1, 2005 – employees hired and/or promoted on or after February 1, 2003 will contribute 7.5% toward the premium on a monthly basis.

If, during the life of the agreement there is a change in the co-pays, deductibles or tiering, any additional costs shall be the responsibility of the employee. Further, if there is a change in the premium for 2006 and the parties have not agreed on a new agreement (April 1, 2005), the employee will pay any increase in the premium from January 1, 2006.

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

Section 7.2: Waiver of Medical Insurance

In the event that an employee waives the medical insurance coverage set forth above, upon showing proof of duplicate coverage, he/she shall receive the amount of seven hundred (\$700) dollars per year payable no later than December 15th of each year. A notice to waive coverage must be given to NFT Metro no later than March 1st to be eligible for the following fiscal year's payment. In the event an employee wishes to reobtain medical insurance, he or she shall make application to NFT Metro.

Section 7.3: Paid Medical Insurance Upon Retirement

Single medical coverage for employees with ten years of service will be paid in full upon retirement. Service under ten (10) years will have partial coverage on a pro-rated basis, and payment will be deducted from the pension check. An employee may elect to have family coverage, and the difference between the single and family premium will be deducted from the pension check.

Employees have the option to apply the value of sixty (60) days sick pay, as provided for in Article 12, Section 2 of this agreement, toward the cost of retirement medical premiums.

Section 7.4: Dental Insurance

The Employer agrees to provide Group Health Incorporated (GHI) Preferred Dental Plan coverage for all Supervisors who take the waiver pursuant to Article 7, Section 7.2 above. This coverage ceases once a Supervisor is removed from the payroll, for any reason, or leaves the bargaining unit.

Section 7.5: Optical Insurance

The Employer agrees to provide Optical Coverage (CBP Plan) for all Supervisors who take the waiver pursuant to Article 7, Section 7.2 above. This coverage ceases once a Supervisor is removed from the payroll, for any reason, or leaves the bargaining unit.

Section 7.6: Equivalent Coverage

NFT Metro and the Union agree that all benefits listed in this article are subject to change upon mutual agreement of the parties and that the levels and types of coverage provided shall be the equivalent of those under the plans listed in this article unless mutually agreed to be otherwise.

Section 7.7: Disability

The NYS Teamsters Council Health and Hospital Fund will provide disability coverage in accordance with New York State Disability Benefits Law, unless an employee decides to exercise their right to waive medical insurance under Article 7, Section 7.2. Should an employee decide to exercise said waiver, the responsibility for coverage under NYS Disability Benefits Law shall revert to the employer.

ARTICLE 8
WORKER'S COMPENSATION

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

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

ARTICLE 9
RETIREMENT BENEFITS

Section 9.1: Pension Plan

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

Section 9.2: Contributions

Controllers – Contributions to be made on all hours paid up to forty (40) hours per week.

Supervisors – Contributions to be made on all hours paid up to 45 hours per week (47.5 straight time hours).

Formula:

- a) Effective 8-1-99 Employer contribution shall increase from 8% to 9%.
- b) Effect 2-1-00 Employee contribution shall increase from 3% to 4%.

Section 9.3: NYS Employee Retirement Plan

As soon as is possible, the company and the union shall work together to insure passage of legislation (Senate Bill S-3260 and Assembly Bill A-7247) that will provide all employees (ie: those employees in this bargaining unit as of 3/1/03) with 5 years past service credit in the NYS Employees Retirement Plan. The NYS Retirement Plan shall replace the pension plan entitled "NFT-Metro Teamster #264 Retirement Plan", as soon as legislation is passed and signed by the Governor (Section 9.1 and Section 9.2). The purchase of 5 years past service credit is the responsibility of the employer and shall reflect the communication from Teri Landon of the NYS Retirement Plan to William McGee of NFTA (dated 12/20/02).

ARTICLE 10 LIFE INSURANCE

NFT Metro agrees to provide group life insurance for Union employees in the amount of one times the employee's basic annual salary rounded to the nearest \$1,000 up to a maximum of \$50,000. This coverage terminates when full-time employment terminates, however, when an employee retires and receives a pension, life insurance coverage will be provided in the amount of \$5,000.

ARTICLE 11 SENIORITY

Section 11.1: Seniority Classified

Seniority will be classified as follows:

Company Seniority date of full time permanent employment with NFT Metro, regardless of position, classification or Union status.

Union Seniority date of employment (continuous) in a position covered by the Union. (Applied for layoff/bumping, shift selection, job bids, vacation selection).

Job Group Seniority date of employment (continuous) into one of the following job groups:

- a) Bus Controller/Supervisor
- b) Rail Controller
- c) Rail Supervisors

(Applied for layoff, vacation selection, job bids)

Section 11.2: Breaks in Seniority

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

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

Section 11.3: Probationary Period (New Employees)

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

Section 11.4: Probationary Period (Promotion of Non-Unit Employees)

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

Section 11.5: Job Postings/Promotion

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

Employees who bid on a vacant position within their job group will receive preference based on job group seniority. For the purposes of this section, Rail Controller and Rail Supervisor will be treated as the same job group.

For employees of one job group who bid on a vacant position in the other job group, consideration will first be given to qualified senior employees.

If a vacant Union position cannot be filled by a fully qualified applicant who is an employee of NFT Metro or NFTA, then NFT Metro will give preference to any Union member who has bid on the vacant position based on Union seniority.

For supervisor vacancies in the Instruction Department, employee who bid will be judged based solely on their qualifications to perform the work. Only if there are two or more qualified applicants will seniority be considered.

An employee who is promoted or transferred as a result of filling a posted position, shall have a probationary period of sixty (60) days of actual work. During this time the employee may be removed by NFT Metro and returned to his/her former position for unsatisfactory job performance. In addition, during the probationary period, the employee may voluntarily relinquish their rights to the posted position and return to their former job. The employee may also be removed by another employee exercising their rights under this agreement.

Section 11.6: Promotions Outside Union

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

Section 11.7: Layoff/Bumping

In the event of a layoff (force reduction) which affects an employee(s) of the Union, the reduction of the work force within a job group as outlined in Section 11.1 of this Article shall be accomplished by layoff of the employee within the job group who has the least seniority within the group.

In lieu of layoff, an employee may exercise bumping rights into any position/job group, which the employee previously held based on union seniority.

An employee served with notice of layoff must inform NFT Metro of his/her intentions to bump, within five (5) working days of receipt of layoff notice.

Section 11.8: Recall

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

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

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

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

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

ARTICLE 12

LEAVES OF ABSENCE

Section 12.1: Personal Leave

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

Request for personal leave must be submitted in writing for approval at least forty-eight (48) hours in advance to the employee's supervisor. Requests will be approved on a first submitted first approved basis. Within forty-eight (48) hours of receipt of the leave request form by the supervisor, employee will be notified if request for personal leave time has been granted or denied.

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

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

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

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

Section 12.2: Sick Leave

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

For employees in the Union as of April 1, 1994, sick days shall be earned at the rate of thirty (30) days per calendar year. Effective January 1, 2000 the maximum accumulated sick leave days per year shall be reduced from thirty (30) days to twenty (20) days per calendar year. Sick days earned in the previous year will be credited to the employee on January 1st of the following year. Employees may accumulate a sick day bank up to a maximum of 230 days.

For employees promoted or hired into the Union after April 1, 1994, employees shall earn sick leave credits at a rate of one-half day (4 hours) per biweekly pay period for a maximum accrual of thirteen (13) days during a year. Employees may accumulate sick days up to a maximum of 180 days.

Of the maximum accumulation of sick days during a year (either 20 or 13), an employee may use up to five (5) instances of sick leave not to exceed seven (7) sick days without medical documentation in accordance with the conditions set forth in the first paragraph of this section.

In order to receive paid sick leave in excess of five (5) instances of sick leave not to exceed seven (7) days in any year, an employee must present, to NFT Metro, medical documentation from a physician verifying the illness or injury.

For illness in excess of five (5) consecutive work days, an employee will be required to have a physician's release to return to work.

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

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

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

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

Section 12.3: Perfect Attendance Stipend

An employee who has perfect attendance during the fiscal year (April 1 to March 31) will be eligible for a perfect attendance stipend as listed below.

For the purposes of this section, perfect attendance shall mean no lost time from work as a result of compensation or disability; use of sick leave in accordance with the following:

<u>Sick Leave Use</u>	<u>Amount of Stipend</u>
Less than 1 day	\$1000
Between 1 day – 2 days	\$ 800
More than 2 days – 3 days	\$ 450

Qualified employees will be paid the appropriate stipend in the second pay period in April of each year.

Section 12.4: Union Leave

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

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

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

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

Section 12.5: Military Leave

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

Section 12.6: Bereavement Leave

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

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

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

ARTICLE 13
GRIEVANCE AND ARBITRATION PROCEDURE

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

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

Step 1:

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

Step 2:

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

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

Section 15.2: Access to Employees

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

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

Section 15.3: Access to Premises

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

**ARTICLE 16
PERSONNEL FILE****Section 16.1: Disciplinary Memo or Notice**

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

Section 16.2: Unsupported Charges

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

Section 16.3: Inspection

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

ARTICLE 17

MISCELLANEOUS BENEFITS

Section 17.1: Bulletin Boards

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

Section 17.2: Printing of Agreement

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

Section 17.3: Employee Assistance Program

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

Section 17.4: Mileage Allowance

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

Section 17.5: 19A

If 19A schooling, seminars, or general recertification requirements mandate out of town travel, the NFTA Metro will assume all related costs (hotel, mileage if non-company vehicle is used, and travel time).

ARTICLE 18

SAVINGS CLAUSE

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

ARTICLE 19
MANAGEMENT RIGHTS

Except as expressly limited by the provisions of this agreement, all of the authority rights and responsibilities of NFT Metro are retained by it including the sole right to conduct the business of and carry out the mission of the NFT Metro. Such rights are subject to such conditions, requirements and limitations as may be applicable under law and must be exercised consistently with the other provisions of this agreement. Such rights include, but are not limited to the following:

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

ARTICLE 20
NO STRIKE CLAUSE

The Union recognizes the status of the NFTA, NFT METRO and NEW METRO employees as "public employees" and the provisions of law applicable thereto.

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

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

ARTICLE 21
TERMS OF AGREEMENT

The effective date and terms of this agreement shall be from April 1, 2002 and the agreement shall continue in full force and effect until March 31, 2005, unless extended or modified by mutual agreement of the parties.

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

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

IN WITNESS WHEREOF, the parties hereto have executed this agreement this 13rd
day of July, 2003.

NIAGARA FRONTIER TRANSPORTATION AUTHORITY (NFTA)

James Weirby

NFT METRO (BUS & RAIL SUPERVISORS AND CONTROLLERS)
- TEAMSTERS LOCAL #264

Richard Lippitz 7/21/03

APPENDIX A
SALARY TABLE/WAGE RATES
NFT METRO – TEAMSTERS LOCAL #264 (SUPERVISORS & CONTROLLERS)

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

CONTROLLERS (BUS AND RAIL)

Salary Table in Effective 4-1-2002 to 3-31-2005

HIRE/PROMOTION	STEP 1	STEP 2	FULL RATE
\$18.84	\$20.02	\$21.19	\$23.53

A bonus of \$200.00 per employee will be given to each employee as of April 1, 2004.

SUPERVISORS (BUS AND RAIL)

Salary Table in Effective 4-1-2002 to 3-31-2005

HIRE/PROMOTION	STEP 1	STEP 2	FULL RATE
\$17.64	\$18.74	\$19.85	\$22.06

A bonus of \$200.00 per employee will be given to each employee as of April 1, 2004.

Employees will enter the salary table at the hire/promotion rate and will be eligible to move to Step 1 six (6) months of satisfactory service.

Employees will then be eligible to move to Step 2, twelve (12) months after placement in Step 1, provided their service was satisfactory. Movement to full rate will be accomplished in the same manner as the Step 1 to Step 2 procedure.

APPENDIX B
MEMORANDUM OF UNDERSTANDING
VACATION SELL BACKS

Procedures Regarding Changing Vacation Weeks Due to Vacation Sell Backs:

A) Pre-Planned Sell Backs

1. If the Union member selling back a week of vacation gives the Transportation Superintendent reasonable notice, (at least one month), the week of vacation being sold back will be made available to Union members who were initially unable to pick this particular week.

B) Emergency Sell Backs

1. As per contractual agreement, the Transportation Superintendent must be given at least one week notice on each week (or day) sold back.
2. The week sold back on short notice will not be available to Union members.

Please see your steward if you have any questions regarding this procedure.

NIAGARA FRONTIER TRANSPORTATION AUTHORITY (NFTA)

Fanne Wechly 7/23/03

NFT METRO (BUS & RAIL SUPERVISORS AND CONTROLLERS)
- TEAMSTERS LOCAL #264

Richard Zyzanski 7/21/03

APPENDIX C
MEMORANDUM OF UNDERSTANDING

In light of rapidly escalating health care costs the parties agree to the following memorandum of understanding.

Should the premium cost for the New York State Teamsters Council Health and Hospital Fund, Supreme Plan (Medical, Drug Prescription, Dental, Optical and Disability) rise, the parties will begin meeting no later than December 31, 2004 to discuss the entire issue of health coverage.

NIAGARA FRONTIER TRANSPORTATION AUTHORITY (NFTA)

Renée Weible 7/23/03

NFT METRO (BUS & RAIL SUPERVISORS AND CONTROLLERS)
- TEAMSTERS LOCAL #264

Richard Zyzanski 7/21/03



New York State and Local Retirement Systems
Employees' Retirement System
Police and Fire Retirement System

H. Carl McCall, State Comptroller

Gov. Smith State Office Building, Albany, New York 12244

Teri E. Landin, Retirement Systems Actuary
<http://www.osc.state.ny.us>

Telephone: 518-474-4537
Fax: 518-486-3202

December 20, 2002

Mr. William McGee
Director Labor Relations
Niagara Frontier Transportation Authority
181 Ellicott St.
Buffalo NY 14203

Dear Mr. McGee:

This is in response to your request for a recalculation of the past service cost for legislation, not yet drafted, which would allow the Niagara Frontier Transportation Authority Metro Supervisory Employees (who are in the Teamsters Pension Plan) to become vested members in the New York State and Local Employees' Retirement System (ERS) (Research #415). It should be noted that these costs are for comparison purposes only. If legislation is drafted for the 2003 legislative session, these costs will be different.

In estimating this cost, we have made the following assumptions:

1. The legislation, when drafted, will affect only the thirty-five (35) people - seven (7) Night Garage Supervisors and twenty-eight (28) Rail and Bus Supervisors/Controllers) whose names were supplied.
2. The legislation will specify that all of the above employees will be covered by the provisions of Article 15, Tier 4.
3. The legislation will specify that these employees will be credited with no more than 5 years of service credit.
4. The legislation will specify that these employees will have a date of membership in the retirement system which will be the first date of their service credit (up to 5 years earlier).
5. The legislation will specify that these employees will not be required to make three (3) percent member contributions to get credit for their service rendered prior to joining the New York State and Local Employees' Retirement System. Costs for this service will be borne as an employer cost.

6. No accumulated employee contributions for these proposed members will be transferred from the employees' current pension fund to the ERS.
7. The legislation will specify that all costs will be paid by the Niagara Frontier Transportation Authority.

If such legislation is enacted during the 2002 session, there will be an immediate past service cost of approximately \$1.7 million (\$340,000 for the seven (7) Night Garage Supervisors and \$1.4 million for the twenty-eight (28) Rail and Bus Supervisors/Controllers), which would be borne by the Niagara Frontier Transportation Authority. If this cost is amortized over a ten (10) year period, the cost for the first year, including interest would be approximately \$233,000 (\$47,000 for the seven (7) Night Garage Supervisors and \$186,000 for the twenty-seven (27) Rail and Bus Supervisors/Controllers).

These estimated costs are based on the thirty-five (35) people having an estimated annual salary of approximately \$1.9 million as of March 31, 2002.

If you have any questions concerning these estimates, feel free to contact us.

Sincerely,



Teri E. Landin
Retirement Systems Actuary

TEL:GC
i:CE02415.doc