

**AGREEMENT**

**EFFECTIVE**  
**August 1, 2006 through July 31, 2009**

**BY AND BETWEEN**

**NIAGARA FRONTIER TRANSIT METRO SYSTEM, INC.:**  
a corporation of the State of New York, with its principal office at 181 Ellicott Street, in the City of Buffalo, New York, hereinafter referred to as "Company", party of the first part,

**AND**

**LOCAL UNION 1342 OF THE AMALGAMATED TRANSIT UNION:** an unincorporated association, with the principal office of said Local Union at 196 Orchard Park Road, West Seneca, New York 14224, hereinafter referred to as "Union", party of the second part:

**SECTION 1 - OBJECTIVE**

**1-1** The purpose of this Agreement is to promote and insure harmonious relations, cooperation and understanding between the Company and the Union, to insure true collective bargaining, and to establish standards of hours and labor, rates of pay and working conditions, and to that end the Company pledges itself to give to its employees, considerate and courteous treatment, and the employees, in turn, pledge themselves to render to the Company loyal and efficient service, and to promote and advance to a successful end the welfare and prosperity of the Company and the Union.

## SECTION 2 - COVERAGE

**2-1** The Union is recognized as the exclusive collective bargaining representative for all employees of the Company in the Units hereinafter referred to, to wit:

**2-1.1** **Operating and Maintenance Unit.** All regular and extra bus operators, all regular and extra train operators, all regular and extra Metrolink/Paratransit operators, all regular fare inspectors, all maintenance employees, bus station clerks, rail station clerks, traffic-checker clerks, porters, helpers and all part-time outside sales employees.

**2-1.1(a)** **Exclusions.** The following are excluded from and are not a part of said Unit: All employees included in the Office and Clerical bargaining unit described in Paragraph 2-1.2 herein, all administrative, professional, technical, and all supervisory employees with authority to hire, promote, discharge, discipline or otherwise effect changes in the status of employees, or to effectively recommend such action.

**2-1.2** **Office and Clerical Unit.** All office and clerical employees including clerks, stenographers, cashiers, messengers, telephone operators, bookkeepers, typists, file clerks, all office machine operators, engineering assistants, schedule designers, timekeepers, time clerks, storekeepers, and all part time clerks.

**2-1.2(a)** **Exclusions.** The following are excluded from and are not a part of said Unit: All employees included in the Operating and Maintenance bargaining unit described in Paragraph 2-1.1 herein, physicians, nurses, attorneys, tax agents, industrial, efficiency, electrical and mechanical engineers and employees in generally comparable professions or classifications, and all confidential secretaries, fire inspectors, traveling auditor, assistant auditor, chief clerks, dispatchers, controllers, general storekeepers and assistant general storekeepers, buyers, purchasing agents, operations managers, transportation supervisors, and all supervisory employees with authority to hire, promote, discharge, discipline, or otherwise effect changes in the status of employees, or to effectively recommend such action.

**2-2** **Definitions.** The words "employee" and "employees" in this Agreement, unless the context shall otherwise indicate, are defined to refer exclusively to employees, both male and female, who are employed by the Company full-time within the above described Units.

**2-2(a)** "Part-time outside employees" are defined to refer to employees working only on a part-time basis and who are not employed by the Company outside of said Units.

## SECTION 3 - UNION SECURITY

**3-1**            **Union Dues.** All part-time and full-time employees shall pay agency fees in the amount equivalent to regular Union dues thirty (30) calendar days after their date of employment. This provision shall only be applicable after the Union has established and for so long as the Union maintains a procedure providing for the refund to any employee demanding the return of any part of the above described deduction which represents the employee's pro-rata share of expenditures by the Union in the aid of activities or causes of a political or ideological nature only incidentally related to the terms and conditions of employment. The Union, in order to be entitled to have the Company make the above described deductions must certify to the Company in writing the establishment and continued maintenance of the procedure described in the above sentence. The Company may request a periodic re-certification of the maintenance of this procedure as a condition for the continuation of the above described deduction.

**3-2**            **Probationary Period for New Employees.** The probationary period for employees other than bus and train operators shall be ninety (90) days from the date of employment. The probationary period for bus and train operators shall run until the operator has completed ninety (90) days of work for the Company after they have qualified as operators, i.e., ninety (90) days' work after they have satisfactorily completed their training period. The probationary period for part-time operators shall run until the longer of (i) six (6) months after their qualification as operators, i.e., after completion of their training period, or (ii) after forty-eight (48) days of work for the Company after their qualification as operators, i.e., after completion of their training period. During the respective period described above, such employees shall be deemed to be on probation and may be released by the Company, and during such period no provision of the Agreement as to "discipline, grievances and arbitration", "seniority", "deduction of dues or assessments", "leave of absence", or similar or related matters shall apply to such employees. The cost of accidents experienced by operators during their probationary period shall be excluded from the safety campaign.

**3-3**            **Temporary Employees.** When the Company employs any persons temporarily for a particular work or operation which will not exceed ninety (90) days, the Union, after the first thirty (30) days of such temporary employment, in lieu of dues, shall collect from each such temporary employees a sum not in excess of twenty-five dollars (\$25.00) per month.

**3-4**            **Union Membership - Eligibility.** The Union agrees to admit to membership and continue therein without discrimination, all present employees of the Company who are now in said Units, or who may hereafter be in said Units, and also all persons who hereafter may be employed by the Company provided that such employees are qualified under, and comply with and abide by the constitution and by-laws of the Union.

**3-5**            **Union Officers and Representatives.** The Union has delivered to the Company a list of its officers and representatives and agrees to promptly notify it by writing, signed by the President of the Union, of any changes therein during the life of this Agreement, and agrees that

the Company may accept and act upon, as being authorized by the Union, any notice signed by its President.

**3-6**            **Checkoff.** The Company, after this Agreement has become effective, and during the life thereof, shall deduct from wages due to such employees who have so authorized in accordance with the provisions of the New York State Public Employees' Fair Employment Act, as amended, the dues, initiation fees and assessments of such employees to the Union, and which deductions shall be made in the manner and amounts, and subject to the conditions, hereinafter stated, to wit:

**3-6.1**           **Deduction of Dues.** The Company shall deduct Union dues and/or agency fees on a weekly basis. In the event that an employee paying Union dues or agency fees is in arrears for one (1) week or more, the Financial Secretary shall notify the Company's payroll department to deduct per week the arrears in payments not to exceed one (1) week of arrears in addition to the employee's regular weekly dues.

**3-6.2**           **Deduction of Initiation Fees.** The Company shall deduct from the wages of full-time employees who are Union members a sum not in excess of ten dollars (\$10.00 per week per employee for initiation fees which may be owing by such employees to the Union. Part-time employees shall have an initiation fee deducted from their wages a sum not in excess of five dollars (\$5.00) per week per employee.

**3-6.3**           **Deduction of Assessments.** The Company shall deduct from wages of employees the amount of any assessments certified by the Union, but shall not be obliged to make such deductions for assessments more often than Twenty-four (24) times in any one (1) year. The Union shall furnish to the Company a copy of each resolution of the Union under authority of which any such assessment has been made, which resolution shall be certified, as correct and in force, by the Secretary of the Union, and with the seal thereof. Should assessments be held or ruled by legislative or judicial, or appropriate administrative body not deductible with respect to employees who are not members of the Union, such assessments shall not be deducted from the wages of employees who are not members of the Union.

**3-6.4**           **Certification of Amounts to be Deducted from New Members.** On or before the ninth (9th) day of each month during the life of the Agreement, the Union shall furnish to the Company, in duplicate, a list, segregated as to Company location and department, containing in alphabetical order the names of employees who during the month ended that date have become members of the Union, together with their badge or clock numbers, and also a statement of the dues and initiation fees to be deducted from the wages to be paid by the Company to each of such employees beginning that month. Such list shall be certified, in duplicate, on behalf of the Union by its Financial Secretary.

**3-6.5**           **Remittance to Union.** The Company, as such deductions are made, shall promptly remit the same to the Union by checks payable to it, which shall be sent to its Financial

Secretary, together with a list on which shall be indicated the employees from whom such deductions were made.

**3-6.6**            **Deductions after Statutory and Company Deductions.** The aforesaid deductions shall be made from the net wages due employees after all other deductions required by law, and after deductions of any monies owing by the respective employees to the Company.

**3-6.7**            **Financial Secretary Authorized to Certify.** The Financial Secretary of the Union shall be the only representative of the Union authorized to certify the amounts of the deductions hereinabove provided to be made by the Company on behalf of its members, and changes therein from time to time.

**3-6.8**            It is understood and agreed that in the event that Federal or State laws applicable to the Company are changed to provide for a security clause, such law shall become part of the Agreement.

#### **SECTION 4 - BULLETIN BOARDS**

**4-1**            The Company at each of its properties where employees are regularly assigned shall provide a suitable space for a bulletin board, which board shall be furnished by, and be for the exclusive use of, the Union and shall be maintained and used by it solely 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 5 - UNION BUSINESS**

**5-1**            Union representatives called away from their regular work by the Company for the purpose of transacting Union business shall be paid by the Company at their regular hourly rates for their time necessarily lost from work in the transaction of such business.

## SECTION 6 - COURT AND OTHER DUTIES

**6-1**        Attendance at Hearings, Trials or Company Offices. Employees when requested so to do by the Company shall attend at judicial or other hearings or trials, or at the offices of the Company or its attorneys, but shall be paid at their regular hourly rates for the time when actually in such attendance and, when required to travel to and from their place of work, while actually traveling over the most expeditious route from their regularly assigned location to such place of attendance and return. Employees shall be reimbursed for any wages lost by reason of subpoenaed attendance at a hearing or trial in connection with a job-related incident where the employee was not directly involved in the incident. Pay to operators excused from their regular work for the aforesaid purpose shall include pay for the operator's picked tripper that he or she may be scheduled to work on the day he or she is excused, except that an operator who is released in ample time to permit him or her to report in uniform at his or her station and work his or her scheduled assignment and/or picked tripper shall do so or forfeit pay therefor. When an employee is notified in advance that he or she is required by the Company to be present at the actual court trial of a matter, such employee shall not be required to report for work nor shall the employee suffer any lost wages for the day or days he or she lost from scheduled work while required to be in attendance at such court trial.

**6-2**        Attendance at Office of Company Physician. If any employee at the request of the Company attends at any office of the Company physician, the Company shall pay such employee at his or her regular hourly rate for the time lost by him or her from his or her regular work for the Company while actually in attendance at the said physician's office and while actually traveling over the most expeditious route from his or her regularly assigned location to such place of attendance and return, except that this shall not apply to employees attending at such physician's office to receive a certificate on returning from sick leave, or in connection with required ICC examination, or in connection with a claim of such employee under the Worker's Compensation Law.

**6-3**        Jury Duty. Any employee who, without having volunteered, is called, notifies his or her immediate supervisor at least seven (7) working days in advance of his or her start of jury duty, and reports for jury duty shall be compensated by the Company the difference between eight (8) hours' pay (scheduled run in the case of regular operator) and jury pay for each day of jury duty performed which requires him or her to be absent on a regular scheduled work day.

**6-4**        Military Reservist's Duty. Employees on ordered military duty as defined by Section 242 of the New York State Military Law, as amended, shall receive the rights and pay required by Section 242 of the New York State Military Law, as amended, under the terms and conditions set forth in Section 242 of the New York State Military Law, as amended.

**6-5**            **Workers' Compensation Board Hearings.** An employee when requested to attend a hearing before the Workers' Compensation Board involving his or her own claim shall be paid for time actually lost from work at his or her regular hourly rate for the time when actually in attendance at such hearing and while actually traveling on the most expeditious route from his or her regularly assigned location to such place of attendance and return up to a maximum of four (4) hours' pay at his or her regular hourly rate of pay.

## **SECTION 7 - PASSES FOR EMPLOYEES AND**

### **UNION REPRESENTATIVES**

**7-1**            **Passes on Company Routes.** The Company shall furnish passes to the following for use over the routes of the Company. Such passes shall be subject to the rules and regulations applicable thereto:

**7-1.1**            Each full-time employee.

**7-1.2**            The full-time President and Financial Secretary Treasurer of Local Union 1342 of the Amalgamated Transit Union.

**7-1.3**            The full-time officer of the N.F.T.A. Employees' Federal Credit Union #7937 referred to in paragraph 8-1 herein, providing such officer was a full time regular employee of the Company and is on leave of absence from the Company.

**7-1.4**            Each employee whose employment with the Company may be terminated on and after 8/1/58 for total disability after fifteen (15) years of service and until such time as he may become employed. Service for this purpose is defined to mean the period from the beginning date of employment, after the completion of training period if any (Company seniority) to the last date on which the employee performed work for the Company, after deducting the total of time lost for sick leave in periods of one week or more of duration during the fifteen (15) consecutive years immediately prior to the employee's last day worked, excluding time lost for compensable injury during that period, except that a maximum of one (1) year of such lost time shall be credited as time worked.

**7-1.5**            Each employee who is retired on a pension from the Company and the legal spouse of such pensioned employee, providing said spouse is not gainfully employed, and the spouses of deceased pensioned employees.

## **SECTION 8 - LEAVES OF ABSENCE**

**8-1**            **Leave of Absence for Union Business.** Any employee elected or appointed to an office in the Union which requires a continuous and extended absence from his or her regular duties with the Company, upon written application therefore, shall be granted a leave of absence for such time as he or she holds such office. Such leave shall also be granted to one (1) employee elected or appointed to an office in the N.F.T.A. Employees' Federal Credit Union #7937 during such time as he or she holds such office. The aggregate number of employees so entitled to such leave shall not at any one time exceed eight (8) in number.

**8-1.1**        **Pension Credit for Union Officers.** The President and Financial Secretary-Treasurer of Local Union 1342 of the Amalgamated Transit Union, and the Treasurer of the N.F.T.A. Employees' Federal Credit Union #7937, providing he or she has been a regular full-time employee of the Company in the bargaining unit as defined in Section 2 of this Agreement, and is on leave of absence from the Company, while engaged full-time in such office, shall be credited toward pension with the period of time during which they may be on leave from the Company for the purpose of holding such office, up to but not beyond the seventieth birthday of such officers.

**8-1.2**        **Leave of Absence for Other Union Activities.** Temporary leaves of absence for reasonable periods may be granted to other employees for other activities of the Union, upon written request to the Company by an executive officer of the Union, and approval thereof by an executive officer of the Company, but the aggregate number of employees so entitled to such leaves shall not at any time exceed twenty (20) in number. Days off embraced in such temporary leaves of absence, where such leaves of absence are necessary to enable such employees to engage in the area served by the Company, in activities of the Union, shall be regarded as days worked for the purpose of computing eligibility for vacations and overtime but, except as hereinafter provided, the number of such days off which shall be regarded as days worked for the purpose of computing such eligibility shall not exceed twelve (12) in any half year period; such half year periods to commence on January and July first, respectively, of each year. However, days lost by Executive Board members and Stewards of the Union, when officially excused from their regular work for the purpose of representing employees involved in grievances, shall be considered as days worked for the purpose of computing eligibility for vacations and overtime, as will days lost by the Vice President or any other officer of the Union when officially excused to serve in the absence of the President or Financial Secretary of the Union.

**8-2**            **Leave of Absence.** Any full-time employee desiring a leave of absence for not in excess of ten (10) days may make written application therefore to his supervisory official having jurisdiction therein, which application shall be subject to approval by the Company. Any full-time employee desiring a leave in excess of ten (10) days shall make written application to his or her Operations Manager or Department Head, stating the reasons for and proposed extent thereof. Such leave may be granted to an employee for not more than thirty (30) days, provided that the services of such employee are not immediately required and there are other employees available to perform his or her duties, but such leave shall be in all things subject to the approval of an executive officer of the Company. Extension of such leave may be granted by mutual consent of an executive officer of the Company and of the Union. Such leaves of absence will not be

granted to an employee who has been laid off, and will not be extended if the employee would have been laid off during such leave if he or she had been working.

**8-3**            **Disability.** For the purposes of this Section 8 the term "disability" shall include but not be limited to the following, heart condition, back condition, injury to limbs or conditions affecting use of limbs, pregnancy, vision impairment or any other illness, condition, or injury of any type which might in any way affect the employee's ability to perform all the duties required of his or her job classification. Each employee is required to immediately report to the Company any and all disabilities and may be required by the Company to obtain a physician's report as to the employee's continued ability to perform work and, if applicable, the last date on which the employee will be physically able to perform all of the duties of his or her job classification. Such employee may, if the condition or doctor's report so warrants, be required by the Company to obtain periodic physician reports to be delivered to the Company with respect to such disability. The employee shall have the option to obtain such examination by the Company's physician, at Company expense, or the employee's physician, at the employee's expense, provided that if the employee elects to go to his or her own physician such physician shall submit to the Company on a form provided by the Company a report of the employee's disability. Should at any time the opinion of the applicable physician of the employee be that the employee is physically unfit to continue his or her duties, such employee shall be granted a leave of absence as provided in Section 8-3.1 or Section 8-3.2, whichever are applicable, under all of the terms and conditions provided in this Section 8.

**8-3.1**            **Sick Leave of Absence - Compensable Injury or Illness.** Any full-time employee who is unable to work because of a compensable injury or illness and who furnishes evidence satisfactory to the Company, will be entitled to a leave of absence during the period that such injury or illness prevents him from reasonably performing the duties of his employment. Seniority during such period shall be accumulative. The Company will pay the cost of the Group Life, Accidental Death, Hospital and Surgical Insurance for the first three months of such sick leave of absence for an employee with less than one (1) full year of service; and for the first twelve (12) months of such sick leave of absence for an employee with one (1) year or more of service.

**8-3.2**            **Sick Leave of Absence - Non-Compensable Injury or Illness.** Any full-time employee who is unable to work because of a non-compensable injury or illness and who furnishes evidence satisfactory to the Company, will be entitled to a leave of absence during the period that such injury or illness prevents him or her from reasonably performing the duties of his or her employment. The maximum length of such leave shall be based upon the length of the employee's continuous service with the Company and shall not exceed the following periods.

**Length of Continuous Service**

**Maximum Leave**

Less than one (1) full year of service:	3 months
One (1) full year and more but less than five (5) full years of service:	12 months
Five (5) full years and more of service but less than ten (10) full years:	36 months
Ten (10) full years and more of service but less than twenty (20) full years of service:	48 months
Twenty (20) full years and more of service:	60 months

Seniority during such period shall be accumulative.

The Company shall notify employees at least fifteen (15) days prior to the expiration of such leaves of absence, as to the number of days that he or she has remaining.

For employees hired prior to August 25, 1983, the Company will pay the cost of Group Life, Accidental Death, Hospital and Surgical Insurance, Dental Insurance, and Vision Care Insurance for employees participating in those insurance plans for the first three (3) months of such sick leave of absence for an employee with less than one (1) full year of service; and for the first twelve (12) months of such sick leave of absence for an employee with one (1) year or more of service. For employees hired on or after August 25, 1983, the Company will pay the cost of the Group Life, Accidental Death, Hospital and Surgical Insurance, Dental Insurance, and Vision Care Insurance for employees participating in those insurance plans for the first three (3) months of such sick leave of absence for an employee with less than one (1) year of service and for the first four (4) months of such sick leave for an employee with more than one (1) full year of service but less than five (5) full years of service, and for the first twelve (12) months of such sick leave of absence for an employee with five (5) years or more of service.

**8-3.3** The employee on such leave, compensable or non-compensable, shall report personally and sign in, or if not reasonably possible then in writing, to the Company's Industrial Nurse during normal business hours for the Human Resources Department at least every thirty (30) days and the Company shall be privileged from time to time during the period of such leave to have the employee examined by a physician of its choice. All such employees shall be compensated at the normal rate of pay for forty (40) minutes travel time to the office of the Company's nurse and shall be paid at the normal rate of pay, for a minimum period of one (1)

hour, or for the actual amount of time from the time of their arrival at the nurse's office, until released whichever is greater. An employee failing to make such thirty (30) day report will be considered as having resigned and will be terminated unless he or she produces evidence satisfactory to the Company that he or she was unable to make such report. An employee reporting sick, but not receiving a definite leave of absence shall not leave the community in which he or she resides for a period longer than ten (10) days. Prior to returning to work an employee on such leave of absence, in addition to any physical examination that the Company may require to be performed by its physician, must submit to the Company his or her physician's report that he or she is physically able in all respects to perform all of the duties and responsibilities of his or her job classification.

**8-4**            **Seniority During Leave of Absence.** In all cases of leave of absence in this Section, seniority shall accumulate during the actual period that such leave is granted, except as otherwise provided in this Agreement.

**8-5**            **Conditions of Above Leaves of Absence.** All of the above leaves of absence, including sick leaves, are granted subject to the following conditions:

**8-5.1**        **Absence for More Than Five (5) Days.** Any employee absent for more than five (5) scheduled work-days due to sickness or injury must present a physician's certificate that he or she was actually sick during the time he or she was off and must have a certificate from the Company physician before he or she will be permitted to return to duty.

**8-5.2**        **Return to Duty Before Expiration of Leave.** Any employee on leave may return to duty with the Company in accordance with his or her seniority before the expiration of his or her leave, provided he or she so notifies his or her Transportation Supervisor, Station Clerk or Department Head on or before 12:30 P.M. of the day preceding his or her return, but such return prior to the expiration of the date for which such leave was granted shall be subject to the approval of his or her Operations Manager or Department Head. Each employee on or before 12:30 P.M. on the day preceding the expiration of his or her leave shall also give notice to his or her Transportation Supervisor, Station Clerk or Department Head of his or her intention to so return. Any employee, who fails to return to work in accordance with the notice which he or she has so given, shall be considered as having voluntarily quit the employment of the Company.

**8-5.3**        **Engaging in Other Employment While on Leave.** An employee who during the period of any leave of absence shall engage in any occupation or employment, except with the mutual consent of the Company and the Union, shall be considered as having voluntarily quit the employment of the Company.

**8-5.4**        An employee who on or after January 1, 1976 is terminated or deemed to have voluntarily quit the employment of the Company by failure to return to the employment of the Company before the expiration of his or her sick leave as defined in Section 8-3.2, may upon recovery apply for hire as a new employee to the employ of the Company, and the Company shall consider such employment application before any other prospective new hire's application is

considered, provided there is an opening which he or she is capable of performing. It is understood that the Company's decision with respect to hiring is not subject to the grievance or arbitration provisions of this Agreement.

**8-6**            **Absence Without Leave.** Any employee who fails to report for duty within forty-eight (48) consecutive hours, including an employee who fails to report after the expiration of any leave of absence, without reasonable explanation of his or her failure to so report, shall be considered as having voluntarily quit the employ of the Company. Said forty-eight (48) consecutive hours shall be computed from the time the employee missed his or her scheduled report, but shall not include regularly scheduled days off.

**8-7**            **Adjustment of Disputes.** In the event that any dispute shall arise between the parties hereto as to whether the Company's approval under any of the foregoing provisions contained in this Section is unreasonably withheld or granted, it shall be adjusted under the grievance procedure herein provided.

**8-7.1**        **Medical Arbitration.** If any dispute shall arise between the parties hereto as to the application of the foregoing provisions of this Section relating to the physical or mental condition of any employee at any time, then it shall be considered as a grievance by the parties, and in the event that it cannot be so adjusted, it shall then be submitted to an impartial physician provided notice of its intention to do so is given by either party to the other within forty-five (45) days following the decision which results in disagreement. The impartial physician shall be selected by the physician for the Company and the physician designated by the Union, and the decision of such impartial physician shall be conclusive and binding, and the expenses of such impartial physician shall be borne equally by the Company and the Union.

**8-7.2**        **Failure to Appoint Arbitrator.** In the event that either party fails to appoint its arbitrator, after written notice from the other so to do, within the time specified by such notice, which shall not be less than six (6) business days thereafter, then the party so failing to appoint such arbitrator shall automatically be deemed to have abandoned its contentions in reference to such grievance.

**8-8**            **Sick Leave and Personal Days.** Effective January 1, 1984, the Company shall provide the following sick leave and personal days for operators, fare inspectors, porters, helpers, maintenance employees and employees in the Office and Clerical Unit who were hired on or after September 11, 1978.

**8-8.1**        **Sick Leave.** Sick leave will be paid in accordance herewith in cases of both injury and illness subject to the exclusions set out below.

**8-8.1(a)**    **Eligibility of Employees.** All full-time operators, fare inspectors, porters, helpers, maintenance employees and employees in the Office and Clerical Unit who were hired on or after September 11, 1978, who have completed one (1) year of service, shall be eligible for benefits under this plan.

**8-8.1(b)** Sick leave benefits will be accumulated at the rate of seven (7) days per calendar year to a maximum of two hundred (200) days. Sick leave benefits will be earned only if the employee has worked at least two hundred twenty (220) days during the preceding calendar year. Employees who fail to qualify can use days over the number required to qualify in the three prior calendar years to meet the 220-work day requirement. For the purpose of determining whether an employee has qualified for sick pay, the following days not actually worked by the employee shall be considered as having been worked: Vacation days (whether paid or unpaid); days lost by reason of temporary leave of absence for Union business, the number of which shall be limited as provided in Section 8-1.2 of this Agreement; and days lost as a result of a compensable injury for which the employee was in no way at fault, in which case such days shall be so considered with respect only to the first calendar year in which such injury occurs, except that in the event that the injury results in a subsequent recurrence of lost time, days lost but not in excess of forty (40) in any calendar year shall be considered for this purpose as having been worked.

Benefit days herein referred to for Regular Operators shall be at the rate of their regular bid run pay.

Benefit days herein referred to for extra operators, porters, helpers, fare inspectors, maintenance employees and employees in the Office and Clerical Unit who were hired on or after September 11, 1978, shall be eight (8) hours' pay at the straight time rate.

Any employee who has five (5) sick days remaining from the current seven (7) sick days for the year may irrevocably elect by October 1st to use such five (5) sick days for an additional week of vacation in the following calendar year which shall be picked as vacation during the normal vacation picking for the year, or any employee whose combined current remaining sick days and unused Section 8-8.2 Personal Days as of October 1st equals at least five (5) days may add such unused Personal Days to the extent necessary to the current remaining sick days to bring the total to five (5) days for the purpose of making an irrevocable election by October 1st to use such five (5) days for an additional week of vacation in the following calendar year which shall be picked as vacation during the normal vacation picking for the year.

**8-8.1(c)** Sick Leave Benefits will be paid starting the first scheduled work day on which the employee is ill, subject to the requirement of Section 8-5.1. Sick leave payments will be included in the employee's regular pay following the period of absence. In order to be entitled to sick leave benefits an employee must have reported an illness at least one-half hour before the start of his or her scheduled work day. In the case of operators and fare inspectors, such report must be made to the Transportation Supervisor or Station Clerk or Operations Manager. All others report off to their supervisor or designated call-in line.

**8-8.1(d)** Exclusions. No employee shall receive benefits under this plan whose sickness is caused by venereal disease, drug addiction, intoxication or any injury which may be the result of any intoxication by alcohol or drug addiction or any condition occurring or resulting while violating criminal laws.

No employee shall receive benefits under this plan while on vacation; nor while covered by the Workers' Compensation Act.

**8-8.1(e)**      **Employee Responsibility.** Any employee found to have abused the sickness benefit by falsification or misrepresentation shall thereupon be subject to disciplinary action and reduction or elimination of sickness benefits, and shall further restore to the Company amounts paid to him or her for the period of such absence.

**8-8.1(f)**      Any employee on extended illness and receiving Disability Insurance benefits will be permitted to supplement these benefits by the use of accumulated sick leave (bank) at the rate of one-half day of sick leave for each day of absence.

**8-8.1(g)**      At time of a disability retirement, early retirement or normal or compulsory retirement, employees shall be paid for sick days accumulated (bank) at time of retirement up to a maximum of thirty (30) such accumulated days. Employees will have the option, in lieu of pay, to apply the value of the thirty day maximum toward their cost of the retirement medical family premiums.

**8-8.1(h)**      Employees with twenty-seven (27) or more years of service shall have the right to elect to use five (5) of his or her accumulated sick days (bank) as an additional week of vacation in any calendar year, provided he or she makes such election at the time of vacation picking for the calendar year in question and further providing the employee has accumulated five (5) sick days (bank) or has qualified for an additional five (5) days sick leave at the time of such vacation picking and such election may not be changed.

**8-8.1(i)**      The former full-time employees of Cataract Transit Management Corp. who transferred to the Company shall have continued for the life of this Agreement any accumulated sick leave accrued under the agreement between Cataract Transit Management Corp. and Local Union 1342 Amalgamated Transit Union which was effective April 1, 1973.

**8-8.2**      **Personal Days.** Personal days will be paid in accordance herewith subject to the exclusions set out below.

**8-8.2(a)**      **Eligibility of Employees.** All full-time operators, porters, fare inspectors, maintenance employees, helpers and employees in the Office and Clerical Unit who were hired on or after September 11, 1978 who have completed one (1) year of service, shall be eligible for three (3) personal days per calendar year as follows:

Personal days will be earned only if the employee has worked at least two hundred twenty (220) days during the preceding calendar year. Employees who fail to qualify can use days over the number required to qualify in the three prior calendar years to meet the 220-work day requirement. For the purpose of determining whether an employee has qualified for personal days, the following days not actually worked by the employee shall be considered as having been

worked: Vacation days (whether paid or unpaid); days lost by reason of temporary leave of absence for Union business, the number of which shall be limited as provided in Section 8-1.2 of this Agreement; and days lost as a result of a compensable injury for which the employee was in no way at fault, in which case such days shall be so considered with respect only to the first calendar year in which such injury occurs, except that in the event that the injury results in a subsequent recurrence of lost time, days lost but not in excess of forty (40) in any calendar year shall be considered for this purpose as having been worked.

Personal Days herein referred to for Regular Operators shall be at the rate of their regular bid run pay.

Personal Days herein referred to for extra operators, porters, fare inspectors, maintenance employees, helpers and employees in the Office and Clerical Unit who were hired on or after September 11, 1978 shall be eight (8) hours' pay at the straight time rate.

**8-8.2(b)** Personal Days shall be taken as follows. In each location or subdivision of each department there shall be a sign off book which employees may sign no earlier than thirty (30) calendar days before the employee wishes to use a personal day and no later than one (1) full working day before the day the employee wishes to use a personal day. The Company shall have the right to establish a quota of the maximum number of employees that may be off in any classification in any location or subdivision on any single day. If more employees request by the above procedure a personal day than the quota for that day permits, the employees who signed for the personal day first shall be given a personal day off, up to the maximum quota established by the Company for that day. The Company, in its discretion, may permit, in a bona fide emergency situation, an employee to use a personal day where the employee has no knowledge of the need for such personal day within the time limits provided above for signing the sign off book provided the employee notifies the Company's supervisory official at his or her place of work at least one-half hour before his or her report time or starting time on the day of the absence. Personal days may be taken immediately before or after a holiday and/or vacation period, provided that the employee requests to use the personal day at least two weeks in advance and the established quota will apply. The Company will advise the employee within forty-eight (48) hours as to whether or not the request will be granted.

**8-8.2(c)** If in any year an employee uses all of his or her current seven (7) sick days and all of his or her accumulated sick days (bank) he or she may elect to use any remaining Personal Days as sick days under all of the terms and conditions of Section 8-8.1 through Section 8-8.1(f) if the employee notifies the appropriate supervisory official of such election at the time required for reporting the illness under Section 8-8.1(c).

**8-8.2(d)** If an employee does not fully utilize his or her personal days during the calendar year, any personal days not utilized shall be treated as accumulated sick days (bank) under Section 8-8.1(b) up to the maximum permitted under Section 8-8.1(b).

**8-8.3            Attendance Bonus:**            Effective January 1, 2007 there shall be a quarterly attendance award as follows for all employees eligible for sick leave.

- A. Eligible employees who are not absent from work during any quarter of the calendar year shall receive a bonus of \$200.00 for that quarter.
- B. Eligible employees who receive the \$200.00 bonus for each quarter of the calendar year shall receive an additional bonus of \$400.00.
- C. For purposes of this section 8-8.3, the following only shall be considered as days worked:
  - 1. Full days actually worked.
  - 2. Days absent on paid vacation.
  - 3. Days absent on paid holidays designated in this agreement.
  - 4. Days absent on ordered military reserve or National Guard Duty, not full-time active duty.
  - 5. Days absent on union business under the provisions of this agreement.
  - 6. Days absent on paid bereavement leave under the provisions of this agreement.
  - 7. Days absent on paid jury duty under the provisions of this agreement.
  - 8. Days absent on paid non-emergency personal days, which were prescheduled and approved before the day in question under the provisions of this agreement.
  - 9. Days absent on paid emergency personal days, provided that the employee provides written verification of the nature of the emergency within three business days. With respect to the Attendance Incentive Program, each use of an emergency personal day shall be subject to review by a Union-Management Committee however the final decision shall not be subject to the grievance procedure.
  - 10. Days absent from work when the employee is physically and medically unable to work as a direct result of an assault on that employee while on duty for the company by a person not an employee of the company or Niagara Frontier Transportation Authority, subject to the review and approval of the necessity for such absence by the Director of Surface Transportation of the company, which approval or disapproval shall be final and binding and not subject to the grievance procedure.
- D. Misses, lateness or failure to complete a shift (with the exception of employees injured on duty on the date of injury only) are considered absences.

**8-8.4            Pay For Unused Sick Days And Personal Days.** With respect to unused current sick days and personal days, employees eligible for such days under Section 8-8.1(a) and Section 8-8.2(a), respectively, may receive pay for some or all such unused days if they so elect, in writing, by December 1st of the year in question. Such election shall not be revocable

and the employee will be paid for such days subject to the election by December 18th of the year in question. This buy-back will include any applicable shift differential.

**8-8.5 Payment of Accumulated Sick Days to the Estate of a Deceased Employee:**

The estate of an employee who dies in service will be paid up to a maximum of thirty (30) accumulated sick days if the deceased employee was at least 55 years old with ten or more years of service at the time of death.

**SECTION 9 - NO LOCKOUTS, STRIKES, CESSATION  
OR SLOWDOWNS OF WORK**

**9-1** It is specifically agreed between the parties hereto, that there shall be no lockout of any kind, or for any cause, on the part of the Company, and there shall be no strike or other cessation or slowdown of work of any kind by any of the employees on account of any controversy whatsoever, during the existence of this Agreement or any extension thereof.

**SECTION 10 - SENIORITY**

**10-1 Determination of Seniority.** Seniority shall be determined and seniority lists maintained in the manner set forth in this Section.

**10-2 Seniority Lists of Employees in the Operating and Maintenance Unit.** Separate and distinct seniority lists of full time employees in the Operating and Maintenance Unit shall be established and maintained as follows:

**10-2.1 In the Bus and Rail Transportation Departments** there shall be separate and distinct seniority lists for each of the following:

- (a) For Bus and Train Operators.
- (b) For Bus and Rail Station Clerks.
- (c) For Traffic-Checker Clerks in Service Planning
- (d) For Metro Fare Inspectors
- (e) MetroLink/Paratransit Operators
- (f) For Part-time Bus and Train Operators.

**10-2.2**        **In the Maintenance Department** there shall be one (1) list for all garage and shop employees.

**10-3**        **Seniority Lists of Employees in Office and Clerical Unit.** Separate and distinct seniority lists of full-time employees in the Office and Clerical Unit shall be established and maintained in each of the following subdivisions, as follows:

**10-3.1**        Payroll/Accounts Payables/MIS

**10-3.2**        Cash Management

**10-3.3**        Transportation - General Office

**10-3.4**        Service Planning

**10-3.5**        Customer Service

**10-3.6**        Rail Adjudication Bureau

**10-3.7**        Print Shop

**10-3.8**        Maintenance General Office

**10-3.9**        Cold Spring Shop

**10-3.10**       Cold Spring Garage

**10-3.11**       Babcock Garage

**10-3.12**       Frontier Garage

**10-3.13**       South Park Rail Shop

**10-3.14**       Cold Spring Stockroom

**10-3.15**       Additional subdivisions, garages or shops shall be added to Section 10-3 when formed or created.

**10-4**        **Revision of Location Seniority Lists.** These lists shall be revised every thirty (30) days in accordance with this Section, and shall be posted so as to be at all times accessible to the employees at each of the above departments.

**10-4.1**        **Company-Wide Seniority Lists.** Quarterly the Company shall prepare and post for each Department or Unit a seniority list with employees listed in order of departmental seniority. A copy of such lists shall be sent to the Union.

**10-5**        **Types of Seniority.** Seniority shall be of the kinds and determined and maintained as hereinafter set forth.

**10-5.1**        **Company Seniority.** Company seniority shall be determined by the initial date of the employee's current full time employment with the Company (after the completion of his or her training period if any) provided that employment with the Company thereafter has continued without termination. An employee who has been terminated for layoff and reinstated with seniority under the terms of Paragraph 10-19, or an employee who has been terminated for military service and reinstated with seniority under the terms of the Selective Training and Service Act, or an employee who has been terminated for discipline and reinstated with seniority under the grievance procedure, shall be considered for the purpose of the paragraph to have been continuously employed without termination. Any period of full-time employment with the Company that an employee may have had prior to the beginning date of his or her current full-time employment shall have no relation to Company Seniority.

**10-5.2**        **Departmental Seniority** shall apply separately and distinctly to each department as set forth above, and shall be determined by the initial date of the employee's current employment in the department in which the employee is currently working, except --

**10-5.2(a)**        An employee transferred from one department to another department as the result of consolidations of departments, the transfer of routes from one station to another, or similar changes, will carry his or her Departmental Seniority from the old department to the new.

**10-5.2(b)**        An employee transferred from one department to another department, at his or her own request, shall not carry with him or her, his or her Departmental Seniority, but his or her Departmental Seniority in such department to which he or she is transferred shall be established as of the day he or she begins working in that department.

**10-5.3**        **Application of Seniority.** Departmental Seniority shall apply to and govern promotions of permanent full-time employees in each department listed herein, and the selection or picking of work at each location among the employees at that location where picking of work is the practice. Except as otherwise provided in this Agreement, Company Seniority shall apply to and govern the order of layoffs of permanent full-time employees due to force reductions, of employees laid off in department layoffs, and the order of callbacks in force increases.

**10-6**        **System-Wide Departmental Pickings.** In the event that the Company shall at any future time discontinue all of its operations at any of its locations, or moves an operating and maintenance facility a substantial distance from its current site or adds an additional operating and maintenance facility, system wide departmental pickings shall be held among operators, station clerks and maintenance employees, on the basis of their company seniority in the

department in which they are then employed, may, from the jobs in their department then available at all locations, select their locations of work and the job to which their seniority and qualifications entitle them as hereinafter provided. Employees may select only such jobs as they currently hold, or for which they have previously qualified, or for which they are currently on trial.

It is understood, however, that in the event that no Bus Operator position anywhere in the system is available to a Bus Operator, and further provided that there is a vacant Rail Operator position, that Operator will be placed in the vacant Rail Operator position even though he or she has not previously qualified for that position. In such cases, the Bus Operator will remain in his or her current position on the Extra Board until he or she is transferred to the Rail Operator position, per section 10-7.3A. A similar arrangement will exist for Rail Operators for whom no Rail Operator position is available.

**10-7 Procedure for Force Reductions, Demotions, and Layoffs.** In the event of force reductions, demotions and layoffs in any department, part-time employees in that department shall first be laid off and temporary employees in that department shall next be laid off, provided in both instances there are permanent full-time employees in the department who are qualified to perform the work then being performed by said part-time employees or temporary employees, and the following procedures shall apply to permanent full-time employees. Provided there is a job in another location of his or her department or unit for which the maximum rate is greater than the maximum rate for any position then available to him or her in his or her location, the employee whose job has been discontinued may transfer to such other location of his or her department or unit and replace therein the employee holding such position, provided: (1) that he or she has greater Company Seniority than the employee being replaced; and (2) that he or she shall be able to qualify for the position in the manner set forth in Paragraph 10-7.2(b), 10-7.3(a), 10-7.3(b), 10-7.3(c), 10-7.4(a), 10-7.4(b), and 10-7.5 herein. If the employee so replaced is one of the two or more having the same classification and performing virtually the same type of work and who are each employed at a different location of Company property, it may be any one of those so employed. If the employee so replaced is one of two or more having the same classification who are performing virtually the same type of work and who are employed at the same location of Company property, it shall be the one who has the least Company Seniority of all those so employed. The term "location of Company property" is defined to mean all of the buildings at any one location, such as Cold Spring, Babcock, Frontier, Niagara Falls, South Park, etc. A transferring employee shall carry his or her Departmental Seniority to the new location.

**10-7.1 Notice of Layoff.** Except for an emergency cancellation or curtailment of service or work or when an employee is not present at work to receive notice, employees shall be notified of their demotion, layoff or the discontinuance of their job not later than on the seventh (7th) day preceding the day on which such demotion or layoff shall take effect. Such notice shall not be required, however, in cases where employees are displaced by employees who exercise their right to "bump" in accordance with the procedure set forth in Subsection 10-7.2, 10-7.3, 10-7.4 and 10-7.5 herein. Where there is more than one (1) employee in the affected job classification in the department, employees shall be demoted or laid off in the inverse order of their Company

Seniority except as otherwise provided in this Agreement. For the purposes of this Agreement the term "emergency temporary cancellation or curtailment of work" shall refer to any temporary cancellation or curtailment of work caused by a shortage of buses or cars, breakdowns, snow storms, floods or other extraordinary weather conditions or by reason of a fire or other catastrophe damaging to such an extent as to cause the closing of any facility or a substantial portion thereof or by reason of lack of fuel, lack of spare parts or materials necessary to repair equipment, or by reason of power failure that prevents necessary maintenance of equipment, or caused by acts of God or other causes beyond the control of the Company. In the event of such emergency temporary cancellation or curtailment of work such notice of layoff as provided for in Section 10-7.1 shall not be required where such emergency temporary cancellation or curtailment of work results in the temporary layoff of employees. In the event of such emergency temporary cancellation or curtailment of work, employees may be laid off in inverse order of their respective departmental seniority.

**10-7.2      Bumping Procedure for Maintenance Employees.**

**10-7.2(a)      Department Layoff.** Any Maintenance Department employee whose job has been discontinued may replace an employee in his or her department holding a position for which the maximum rate is equal to or lower than the maximum rate for the discontinued position, or for which the maximum rate is higher, provided that the employee whose job has been discontinued has previously qualified for that position.

**10-7.2(b)      Qualifying for Positions in Maintenance Department.** Provided a Maintenance employee whose job has been discontinued has previously passed an examination for the job he or she selects and in the judgment of the Company he or she has the ability, special qualifications and aptitude to fully perform the duties of such job, he or she will be assigned thereto and shall be paid the rate thereof. If in the opinion of the Company such an employee does not possess the qualifications necessary for the job, but the employee insists upon being given a trial to demonstrate his or her qualifications, he or she will be assigned thereto conditionally at their current rate for a period of ten (10) actual work days. If at the end of such ten (10) actual work days he or she is able to produce the quantity and quality of work normally required of an employee in the job involved, he or she will be assigned thereto and will be paid the rate thereof commencing the first day of the payroll period immediately following the end of the ten (10) actual work day trial. If at the end of the ten (10) actual work days he or she is not able to produce the quantity and quality of work normally required of an employee in the job involved, he or she may take the next lower job which is available to him or her under the layoff procedure set forth herein.

If an employee whose job has been discontinued has not previously passed an examination for the job he or she selects but in the opinion of the Company he or she has the ability, special qualifications and aptitude to fully perform the duties of such job, he or she may be assigned thereto conditionally at his or her then attained rate for a period of ten (10) actual working days at the end of which time he or she will be given a written examination by the

General Supervisor. If he or she passes the examination with a grade of sixty-eight percent (68%) or above and is able to produce the quantity and quality of work normally required of an employee in the job involved, he or she will be considered qualified for the job and will be paid the rate thereof commencing the first day of the payroll period immediately following the date of the examination. In the event of his or her failure to pass the examination or to produce the quantity and quality of work normally required of an employee in the job involved, he or she may take the next lower job that is available to him or her under the layoff procedure set forth herein.

**10-7.2(c) Rights of Replaced Employees.** An employee who has been replaced under the foregoing procedure shall have the right to replace another employee in his or her department in a similar manner.

**10-7.3 Bumping Procedure for Bus and Rail Transportation Departments' Employees.**

**10-7.3(a) Bus and Train Operators.** In the case of a layoff of bus or train operators in the Bus and Rail Transportation Departments, the bus and train operators at a given station shall be laid off in the inverse order of their Company Seniority. Any bus or train operators so laid off may, if they so elect, replace, on a basis of their Company Seniority, an equal number of bus or train operators from all the stations having the lowest seniority of all the bus or train operators employed at all such stations, provided they qualify to operate a bus or train, as may be the case. A bus or train operator transferring to another station under such circumstances shall carry his or her Departmental Seniority to the station to which he or she is transferred.

**10-7.3(b) Bus and Rail Station Clerks.** If any Station Clerk position is discontinued, the employee holding that position may replace another Station Clerk at any location, provided that he or she has greater company seniority than the employee being replaced. A Station Clerk who, due to lack of company seniority, is unable to hold a Station Clerk position may return to their previous status of a bus or train operator provided that they are qualified to perform the duties of a bus or train operator.

A displaced bus or rail Station Clerk, who is currently employed, shall have the right of recall (without time limits as specified in Section 10-17.1) to the next open Station Clerk position. If the displaced Station Clerk declines the next open Station Clerk position, then he or she will forfeit any recall rights they have under this section.

A bus or train operator who is also a qualified extra station clerk and who is laid off from any station and transferred to another station under the circumstances set forth in Paragraph 10-7.3(a) may, in the event of a vacancy occurring for a regular station clerk, return to his or her former station and fill such vacancy, provided (i) his or her Departmental seniority is greater than Departmental seniority of any other qualified extra station clerk then employed at such station, (ii) he or she has continued on the extra station clerk list at the station to which he or she was transferred and (iii) he or she has not forfeited his or her opportunity to return to fill a vacancy for bus or train operator at his or her former station.

**10-7.3(c) Traffic-Checker Clerks.** In the case of a reduction in the force of traffic-checker clerks, they shall be laid off in the inverse order of their Company Seniority. Provided they previously held a job in another department, and are then qualified to perform the duties of such job, they may return to such job and the Departmental seniority they previously held at the time of their transfer shall be restored to them. They shall be recalled to fill vacancies on the basis of such seniority, provided that they are thereafter continuously employed by the Company in another capacity.

**10-7.4 Bumping Procedure for Employees in Office and Clerical Unit.**

**10-7.4(a) Departmental Move-Backs.** In any subdivision an employee whose position has been discontinued may replace an employee in his or her subdivision holding a position for which the maximum rate is equal to or lower than the maximum rate for the discontinued position, provided: (1) that he or she has greater Company Seniority than the employee being replaced; and (2) that he or she is qualified for the position as set forth in Paragraph 10-12 herein. If the employee replaced is one of two or more having the same classification who are performing virtually the same type of work, it shall be the one who has the least Company Seniority of all those so employed.

**10-7.4(b) Transfers to Other Subdivisions.** Provided the employee whose position has been discontinued has been employed by the Company continuously for three (3) or more years and there is a position in the Office and Clerical Unit in another subdivision for which the maximum rate is greater than, equal to, or lower than the maximum rate for any position then available to his or her in his or her subdivision, he or she may transfer to such other subdivision and replace therein the employee holding such position, provided: (1) that he or she has greater Company Seniority than the employee being replaced; and (2) that he or she is qualified for the position as set forth in Par. 10-12 herein. If the employee so replaced is one of two or more having the same classification and performing virtually the same type of work and who are each employed at a different location of Company property, it may be any one of those so employed. If the employee so replaced is one of two or more having the same classification who are performing virtually the same type of work and who are employed at the same location of Company property, it shall be the one who has the least Company seniority of all those so employed. The term "location of Company property" is defined to mean all of the buildings and offices at any one location, such as Cold Spring, etc.

**10-7.4(c)** An employee who has been replaced under the foregoing procedure shall have the right to replace another employee in his or her subdivision or another subdivision in the same manner.

**10-7.5 Bumping Procedure for Employees in the Metro Fare Inspection Department.** In the event of a layoff in the Metro Fare Inspection Department, the Metro Fare Inspectors shall be laid off in the inverse order of their Company Seniority. A laid off Inspector may use his/her seniority to return to and replace an employee in the department and subdivision

in the job classification and category which the laid off Inspector held immediately prior to becoming an Inspector, provided he or she is then qualified to perform the duties of such job.

**10-7.6**        **Lack of Seniority and/or Qualifications to Replace Other Employees.** In the event that an employee does not possess the seniority and/or the 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 employee shall be laid off and shall be entitled to the re-employment privileges hereinafter provided.

**10-8**        **Procedure for Promotions and Filling of Vacancies in Maintenance Department.**

**10-8.1**        **Vacancies in Temporary Jobs.** When it becomes known that a non-supervisory job in any location will be temporarily vacant because of illness of the employee holding such position, the Company shall post a notice of the temporary vacancy, for bidding by mechanics at that location. Such notice shall be posted in the location in which the temporary vacancy exists for not less than three (3) business days with the understanding that if, as, and when said job is permanently vacated by the employee who theretofore held such job, the permanent vacancy will be posted and the vacancy will be filled in accordance with the procedure herein set forth for filling permanent vacancies. Such posting shall be made not later than four (4) weeks from the first day of the illness. Such temporary vacancy shall be posted immediately in accordance with the above when the Company has knowledge that the vacancy will exist past the expiration of four (4) weeks. Notwithstanding the above, should the person who vacated such job remain on sick leave of absence for six months or more, such job shall be posted and filled by the Company as a permanent vacancy in accordance with the procedure for filling permanent vacancies as set forth in this Section. In the event of the return of the employee who vacated the job to go on sick leave of absence, such employee shall be entitled to utilize the bumping procedures set forth in this Section 10. Helpers who were hired on or after November 1, 1987 may not bid on temporary vacancies in the Maintenance Department, except for temporary vacancies in the Helper with Tools classification. An employee seeking to fill a temporary vacancy must be qualified in the same manner as if it were a permanent vacancy under Section 10-8.2, i.e., the employee must possess the minimum skills or education necessary to commence the training period.

**10-8.2**        **Vacancies in Permanent Jobs.** When any permanent, non-supervisory job is open in any location and there is an employee having a classification that is lower than or equal to that of the open job, a notice as provided in Section 10-14 shall be posted and any employee in such locations, having a classification that is equal to or lower than that of the open job and desiring such open job, may make application as specified in such notice, except a specialist in one job category may bid for an "A" Position in a different job category.

As used in this section, the word "qualified" shall mean possession of the minimum skills or education necessary to commence the training period. The Company shall consult with the president of the Local Union or his or her designated representative with respect to the qualifications of the various job categories. Applicants shall first be considered from among all

qualified employees who bid for the position in the department. The applicant shall submit to a personal interview by a managerial employee in the presence of a Union Representative within the Department similar to the interview for new hires and the managerial employee's decision as to the applicant's qualifications and background for the job shall be final.

Qualifications for the rate of the new job and, subject to the above, the procedures involved in bidding for such open job shall be in accordance with the standard promotion procedure for mechanical department employees as is then in effect. In the event of an applicant's failure to qualify under such procedure, he or she shall be returned to the location from which he or she was transferred or to his or her previous job, whichever is applicable, and his or her department seniority therein shall be restored to him or her.

It is understood that if an employee successfully transfers from one location to another location pursuant to the above bidding procedure, such employee shall not be permitted to transfer to another location while on trial for the job to which he or she transferred.

It is further understood that if an employee fails his or her trial period or examination or elects to terminate his or her trial period after initially being awarded a bid, such employee shall not be permitted to reapply for the same job category for six (6) months from the date he or she is returned to his or her previous job category unless he or she is recommended for the job by his or her supervisor or submits acceptable proof of having taken positive off-the-job action to further his or her job knowledge.

Nothing herein shall prevent the Company from filling any job by the promotion of any employee or the employment of any person who, in the judgment of the Company, has special qualifications, training or aptitude therefore which the Company believes was not possessed by any employee who may have applied for such job. However, if the Company hires from the outside, it shall require any new hire to possess at least as great a degree of skill or education as were required for Company employees to be considered.

It is agreed that all bus positions A and above will be subject to revised skill testing requirements for employees hired on or after December 16, 1996. Such requirements are in addition to existing testing requirements.

It is agreed that all rail positions A and above will be subject to revised skill testing requirements for all employees. Such requirements are in addition to existing testing requirements.

It is agreed that an employee on trial cannot be bumped out of a position until he or she has been in the position for a minimum of six (6) months.

**10-9 Procedure for Promotions and Filling Vacancies in Positions in Office and Clerical Unit.**

**10-9.1 Temporary Vacancies in Positions.** When it becomes apparent that a non-supervisory position will be temporarily vacant for a substantial period of time because of illness of the employee holding such position, the Company shall post in the subdivision in which the temporary vacancy exists, a notice of such temporary vacancy. The following, in the order of the Departmental Seniority in such subdivision, shall be considered for filling such position:

(1) Applicants from within the subdivision in which the vacancy exists.

(2) Employees who within a period of not more than three years previous thereto were permanently employed full-time in such a position within the Unit in such subdivision and who were laid off there from, severed from the Company's employ and who are eligible for recall under the terms of Paragraph 10-17.1 herein.

It shall be understood that if, as and when said position is permanently vacated by the employee who theretofore held such position, the permanent vacancy will be posted and the vacancy will be filled in accordance with the procedure for filling permanent vacancies set forth in this Section.

Notwithstanding the above, should the person who vacated such position remain on sick leave of absence for one year or more, such position shall be posted and filled by the Company as a permanent vacancy in accordance with the procedure for filling permanent vacancies as set forth in this Section. In the event of the return of the employee who vacated the position to go on sick leave of absence, such employee shall be entitled to utilize the bumping procedures set forth in this Section 10.

It is agreed that, notwithstanding any other provisions of this contract to the contrary, there may be a Roving Relief Rail and Bus Shop and Garage Clerk who may be assigned by the Company to (1) relieve a rail or bus shop or garage clerk who is on leave of absence for such things as short-term or long-term illness, (2) relieve a rail or bus shop or garage clerk during vacation periods, (3) relieve a rail or bus shop or garage clerk who may be absent from work for any reason. It is agreed that the Roving Relief Rail and Bus Shop and Garage Clerk shall not be assigned to work at a location other than his or her principal location of work except for periods of one week or more unless such assignment for a shorter duration of time is for an emergency condition such as filling in for an unexpected absence. When the Roving Relief Rail and Bus Shop and Garage Clerk is not performing relief work he or she may be assigned by the Company to such other work that he or she is capable of performing such as record keeping.

**10-9.2 Vacancies in Permanent Positions.** When a permanent non-supervisory position is open in any subdivision, a notice as provided in Section 10-14 shall be posted and any employee within the Unit, the subdivision wherein the position is open, desiring such position, may make written application therefore as specified in such notice. A combined list of the following, in the order of their Subdivision Seniority in such subdivision, shall be considered for filling such position:

(1) Applicants from within the subdivision in which the vacancy exists.

(2) Employees who within a period of not more than three (3) years previous thereto were permanently employed full time in such a position within the Unit in such subdivision and who were required to vacate such position under the provisions of Paragraph 10-7.4(b) herein. In the event that such an employee is notified that he or she may have the opportunity to fill the open position, he or she shall within three days after the Company notifies him or her that such position is open, notify the Company of his or her intentions with respect to filling such position.

(3) Employees who within a period of not more than three (3) years previous thereto were permanently employed full-time in such a position within the Unit in such subdivision and who were laid off therefrom severed from the Company's employ and who are eligible for recall under the terms of Paragraph 10-17.1 herein.

**10-9.2(a)** When by reason of promotions in a subdivision, or for other reasons, a permanent non-supervisory position is open in any subdivision which is not filled under the foregoing procedure, then before the position is filled by the employment of a person not then in the employ of the Company, any employee of the Company in the Office and Clerical Unit who has made application pursuant to the notice posted under Section 10-14 and who has then been continuously in the employ of the Company for the then last preceding one (1) year or more shall be considered. A combined list of the following, in the order of their Company seniority shall be considered for filling such position:

(1) Applicants from employees who are qualified to apply as set forth above.

(2) Employees who within a period of not more than three (3) years previous thereto were permanently employed full time in such a position within the Unit and who were laid off, severed from the Company's employ and who are eligible for recall under the terms of Paragraph 10-17.1 herein.

**10-9.2(b)** In considering applicants for promotions, due regard shall be given to their experience, qualifications and aptitude, and if the Company believes that an applicant is qualified for such position, it may permit him or her such a probationary period in such position as it deems necessary to fully satisfy it of his or her qualifications and aptitude to fully perform all the duties of such position. Such probationary period shall be sixty (60) working days, during which time if the Company decides such employee is not qualified to perform that position, the employee will be transferred back to the position from which he or she originally transferred. If during the probationary period the employee decides not to fill such vacancy, that employee will be permitted to transfer back to the position from which he or she transferred. If either of these situations occurs, all other employees who transferred or were promoted as a result of the first employee's promotion will be returned to the last positions they permanently held before the

promotion of that employee. If at the conclusion of such probationary period the Company is fully satisfied, then such applicant shall be promoted to such position.

The Company shall have the right to post vacancies on a conditional basis that are created by employees being on probation under the terms of this section. If the employee who vacated the position that was posted conditionally successfully completes his/her probationary period, the "conditional" status will be removed from the position, and the employee who filled the vacant position will be permanently assigned to the job upon the completion of his/her probationary period.

**10-9.2(c)** However, nothing herein contained shall prevent the Company from filling any position which at any time may be vacant by the promotion of any employee, or the employment of any person, who in the judgment of the Company has special qualifications, training or aptitude therefor, and which the Company believes is not possessed by any employee who may have applied for such position.

**10-9.2(d)** If a permanent position is to be filled within the Office and Clerical Unit, the procedures set forth above will be used to fill the vacancy. Employees holding temporary Extra Clerk positions will be given second preference in filling permanent Office and Clerical positions.

**10-9.3** **Content of Notice of Vacancy.** Any notice so provided to be posted shall state the position that is open, its location, the duties thereof, and qualifications therefor, and the wage rate of a beginner in such position, and a copy of any such notice shall be given to the Secretary of the Union.

**10-9.4** **Wage Rate.** Any employee, who is promoted to a position in which the established wage rate of a beginner is less than his or her then present rate, will not be required to suffer any decrease in his or her rate of pay, provided the rate he or she is then presently receiving is not more than the established maximum rate for the position to which he or she is promoted.

**10-10** **Procedure for Promotions and Filling of Vacancies in the Bus and Rail Transportation Departments.**

**10-10.1** **Vacancies in Permanent Bus Operator Positions.** When there are permanent openings for a Bus Driver position at any station a notice shall be posted in all bus and rail stations of that fact. Any non-probationary Bus or Train Operator desiring to switch locations (or in the case of a Train Operator desiring to return to Bus Operator status) may complete a transfer form that will be available at each station providing, (i) he or she has worked at his or her existing bus station for at least the previous three (3) years after having exercised his or her option under the procedures set forth herein; or (ii) in the case of a Train Operator he or she has worked as a Train Operator for a minimum of three (3) years. On the transfer form the Bus or Train Operator must indicate what bus station he or she desires to be transferred to, provided, however, that the

Train or Bus Operator may only select a single location. Any transfer form on which more than one choice of a station is indicated by the Operator will be deemed null and void as if no transfer form has been completed. In order to be considered, such transfer form must be turned into his or her Transportation Supervisor or Operations Manager within five (5) business days (Monday through Friday) of the date of the posting. Any transfer forms turned in later than five (5) business days shall be deemed null and void as if no transfer form has been completed. Using departmental seniority, to the extent that there are available openings, the Company shall grant the transfer request and shall inform the Bus or Train Operators who are to be transferred of the date on which they are to report to the new location. Bus and Train Operators who are granted such transfer must transfer to the new station on the date indicated by the Company and once the Bus or Train Operator turns in his or her transfer form, his or her choice and request for transfer shall be irrevocable. If a Bus or Train Operator is transferred to a different location at a time when a picking of runs is not occurring he or she shall be placed on the extra board at such station. If such Bus or Train Operator is transferred at a time during which there is a picking of runs as provided in Section 12-25 he or she shall pick at his or her new station. It is agreed that if such transferred operators are required to learn the bus routes at the new location by means of riding on buses operating on those routes, the Operator of such bus or buses shall not be entitled to the allowance provided for in Section 12-14. It is agreed that Bus or Train Operators transferring to a new location shall not carry with them any extra bus or extra rail clerk status. With respect to vacation time, Bus or Train Operators transferring to a different station may only use their departmental seniority to pick vacation weeks that are open as of that time, but they will be eligible to use departmental seniority to pick vacations at the time of the next vacation picking. Bus Operators and Train Operators transferring to a different location shall carry to their new station their departmental seniority. It is understood that a Bus Operator who voluntarily transfer to another location during a system pick, or when a line is moved to another location, will be considered as having exercised his or her rights under the procedures set forth herein. Bus Operators who are required to change their location involuntarily as a result of a system pick; forced reduction; or when a line is moved to another location, shall not be required to remain for three (3) years at the location to which they were forced before they may attempt, under this section, to switch locations.

After Bus and Rail Operators' requests to transfer have been processed, a notice advertising the vacancies that exist at specific stations will be posted for bid by other employees within the bargaining unit.

**10-10.2 Temporary Vacancies in Train Operator Positions.** The Company shall establish a group of Temporary Train Operators from among Bus Operators who desire to become Temporary Train Operators. The Company shall determine the size of the group of Temporary Train Operators, provided that the number of Temporary Train Operators shall be at least four (4). Bus Operators in the group of Temporary Train Operators may be called upon to work as Temporary Train Operators instead of or in addition to their normal work as Bus Operators when a need arises for a Temporary Train Operator. The Company shall be free to select from among the group of Temporary Train Operators the Bus Operator who shall fill the vacancy, except that the Company shall use its best efforts to give each member of the group as

much of an equal opportunity to serve as a Temporary Train Operator, as efficiency in the operation of the bus and the rail system permits. The group of Temporary Train Operators shall be filled by the Company posting for four (4) business days in each bus station a notice of a vacancy in the group of Temporary Train Operators. Any Bus Operator who indicates in writing during the posting period a desire to be included in the group of Temporary Train Operators shall be interviewed by the Company. From among those applicants who have the qualifications to become Train Operators, the Company shall select from among such Bus Operators whose qualifications and abilities are relatively equal to fill the vacancy, the most senior, using departmental seniority.

**10-10.3 Permanent Vacancies in Train Operator Positions.** When a permanent position of Train Operator is needed, employees in the Department shall have the right to bid for the permanent vacancy with Bus Operators who have worked at their existing bus station for at least the previous three (3) years as set forth in Section 10-10.1 having first preference. If the regular vacancy is still not filled before a new employee is hired, employees in other departments shall be given the opportunity to cross-bid into the Train Operator position pursuant to the provisions of Section 10-13. The applicant so selected to fill the regular vacancy shall be permitted to transfer from his or her former position to the Train Operator position for a probationary period of sixty (60) working days, which commences upon satisfactorily completing the training program. During the probationary period if the Company decides such employee is not qualified to perform that position, the employee will be returned to his or her prior position, or if the employee decides that he or she desires not to fill such vacancy, the employee will be permitted to transfer back to the position from which he or she transferred. In the case of Temporary Train Operators becoming permanent Train Operators, the probationary period will be credited with days worked as a Train Operator while classified as a Temporary Train Operator.

**10-10.4 Temporary Positions.** Any Operator who as of April 1, 1991 holds the status of a Temporary Train Operator or Extra Station Clerk who declines a full-time position will be dropped from a "temporary" or "extra" list pertaining to same.

Those operators who, as of April 1, 1991, hold the status of Temporary Train Operator or Extra Station Clerk who turn down a full-time position may reapply for a subsequent full-time position at a later date when such openings occur.

Any employee who was removed from a list of Temporary Train Operator or Extra Station Clerk due to his or her declining of a full-time position may rebid on a subsequent vacancy for such a temporary, relief or extra position if he or she desires. Recertification to such a temporary, relief or extra position may be required if the Company deems necessary.

The appointment to all temporary, relief, or extra positions shall be based upon current practice.

Operators who hold a "temporary" or "extra" position as a Train Operator or Station Clerk will be permitted to refuse a "temporary" assignment two times during a 12 month

period or extra assignment two times during a twelve (12) month period. Those who refuse an "extra" or "temporary" assignment for the third time within a 12-month period will be permanently removed from the list pertaining to same and barred from bidding into such "temporary" or "extra" position at any future date.

An Operator may only hold one "temporary", "extra", or "relief" position within the Company at any one time. However, an Operator will be allowed to exchange one extra or temporary or relief position for another.

If a regular full-time Train Operator or Extra Station Clerk position is to be filled, it shall be posted and filled in accordance with the normal procedures applicable to that position except that anyone who becomes a temporary Train Operator or Extra Station Clerk after April 1, 1991, shall not be given first or special-preference for such regular opening by reason of his or her "extra" status.

The Company agrees to attempt to maintain a system total of seven (7) Temporary Train Operators and per station three (3) Extra Station Clerks.

**10-10.5** Transfer of Bus/Rail Station Clerks. All bus/rail Station Clerks transferring to a different location shall carry their departmental seniority to their new location.

**10-10.6** Conditional Jobs in the Bus and Rail Transportation Dept. A position open as a result of a termination or a job that is the subject of a dispute will be deemed a conditional job status until the grievance procedure has been finalized. In the event that a grievance for either of these situations is sustained, the person occupying the job will be returned to his /her original position and will resume his/her original seniority. An employee in such a conditional job may bid on another job in the same department to move out of the conditional job, using his/her original seniority.

**10-11** Procedure for Filling Vacancies in the Metro Fare Inspection Department. Before new employees are hired to fill a position of Metro Fare Inspector, the Company shall post the opening of Metro Fare Inspector under Section 10-14.

**10-12** Qualifications for Jobs, etc. In all layoffs, except as provided in Paragraph 10-7.2(b) herein for Maintenance Department employees, and in callbacks, hirings, rehiring, promotions, demotions, and in transfers from one subdivision to another, employees involved must have in the judgment of the Company the ability, special qualifications and aptitude to then fully perform the duties of the job involved.

**10-13** Cross Bidding. For purposes of this section, the term "department" shall refer to the three (3) separate departments defined in Section 10-2.1, 10-2.2, and 10-3, and the provisions of this section shall only apply to bidding between departments as defined in such sections and not to bidding within such departments, except as otherwise specifically provided in this Agreement.

**10-13.1** If a permanent vacancy is not filled in any department in accordance with the procedure set forth in this Section 10 of the Agreement, full-time active employees from departments of the Company other than the department in which the vacancy exists who submitted applications pursuant to the posting required by Section 10-14 shall be considered in accordance with Section 10-13.3.

**10-13.2** If a permanent vacancy is not filled under Section 10-13.1 before a new employee is hired, laid off full-time employees from departments of the Company other than the department in which the vacancy exists who submitted applications pursuant to the posting required by Section 10-14 shall be considered in accordance with Section 10-13.3.

**10-13.3** Applicants, in order of their Company seniority, shall be interviewed by a managerial employee of the Company for the purpose of determining the applicant's qualifications and background to fill such vacancy. Such interview shall be similar to that for new hires for such position. In addition to such interview, such employee shall be required to satisfactorily perform any and all tests and other procedures required by the Company to be performed by an applicant who is not a current employee of the Company, and such applicant must meet any and all additional requirements for the positions such as possessing tools and appropriate licenses. If the Company determines that one of the applicants is qualified to fill such vacancy, such applicant shall be permitted to transfer from his or her department to the department in which the vacancy exists for a probationary period of sixty (60) working days during which time if the Company decides such full-time employee is not qualified to perform that position, the employee will be transferred back to the position from which he or she transferred or if the employee decides that he or she desires not to fill such vacancy, the employee will be permitted to transfer back to the position from which he or she transferred. During such probationary period, the full-time employee shall be paid at the lower of (1) the rate he or she was earning in his or her former position at the time of transfer or, (2) the starting rate of the position to which the employee transfers. Upon the satisfactory completion of such sixty (60) working days probation period, such transferee shall be considered a permanent employee of the department and subdivision in which the vacancy existed and shall have seniority in that department from the date of transfer forward and shall not retain the seniority he or she had in his or her previous department. After satisfactorily completing his or her probationary period, the employee shall receive all increments applicable to such position at the time such increments would be paid as if such employee were a new hire.

It is agreed, notwithstanding the above, no employee shall be permitted to cross bid more than twice.

Notwithstanding anything in this Agreement to the contrary, it is understood that no employee shall be entitled to bid for a position outside his or her department until the completion of his or her probationary period.

At the vacation picking immediately following an employee's transfer from one department to another department, the employee shall use his or her new departmental seniority as provided above for the purpose of vacation picking at that time and thereafter.

A full-time employee transferring from one department to another department shall be entitled to order clothing in his or her department providing the employee meets the applicable requirements for such clothing crediting his or her work in his or her prior department. However, it is agreed that if such employee has already ordered clothing or received clothing allowance in his or her old department for the calendar year during which he or she transfers to a new department, such employee will receive the ordered clothing and will not be entitled to any clothing or clothing allowance in his or her new department until the next calendar year.

**10-14**        **Posting and filling Positions:**        Open positions will be posted for four business days. Thereafter a maximum of five business days will be allowed to develop the list of applicants beginning not later than the sixth business day after the posting is taken down Metro will begin contacting applicants to offer the position. Each applicant will have 24 hours after notification or attempted notification to accept the position. Failure to respond within the 24-hour period will be considered a decline. Metro will place the successful applicant in the new position not later than 30 calendar days after acceptance by the applicant. If applicant cannot be reached by company, applicants Union Steward or Executive Board Member will be notified and the 24 hour clock will start.

**10-15**        **Disabled Employees.**        Any employee who presents to the Company a doctor's certificate to be completed on a form to be provided by the Company that such employee is physically unable now and in the future to perform the duties of his or her job classification, the Company shall use its best efforts to place such an employee in a job, the duties of which such employee is fully qualified to perform, when an opening occurs in such a job. Any employee who is placed in a different job because of disability or like cause and who is not required to take such tests and establish such prior experience as would normally be required of a new employee in that department, must, as a condition to advancing to a higher classification, have such experience and pass such tests as the Company might require to demonstrate his or her ability in such higher job classification, prior to affording such employee a trial period.

**10-16**        **Terminating Seniority.**        An employee's seniority, both Company and Departmental, shall end if his or her employment with the Company is terminated for any reason, except as provided in Paragraph 10-17.1 of this Section.

**10-17**        **Callbacks and Rehiring.**        In the event of callbacks or rehiring, the following procedure shall apply and govern.

**10-17.1**        Employees shall retain for thirty-six (36) months from the date of layoff the right to be recalled to the Department from which they were laid off under the same procedures and rules of seniority applicable to the layoff and bumping procedures provided for in the sections covering the relevant Department or Unit.

**10-18**        **Employees Laid Off to Keep in Contact with Company.** All employees laid off for any reason, and who may desire re-employment at some future date, must keep in contact with the Employment Department of the Company, in order that the Company may communicate with them if occasion requires. Former employees notified by the Company to report for rehiring shall within three (3) days (exclusive of Sundays and holidays) from date of notification signify to the Company their intentions of reporting for rehiring, and within six (6) days (exclusive of Sundays and holidays) after date of such notification by the Company shall report to the Employment Department prepared to immediately resume their duties. Notification shall be considered as sufficient if such notice is by registered mail addressed to the last known address of the employee on the Company's records. The date of mailing of such notice shall be considered as the date of notification.

**10-19**        **Adjustments of Disputes.** In the event that any dispute arises between the parties hereto or between any employee and the Company concerning any matter pertaining to this Section, it shall constitute a grievance to be adjusted in the manner hereinafter provided for the adjustment of grievances.

**10-20**        **Order for Filling Vacancies.** When it is determined by the Company to post and fill a position, the procedure specified in Section 10, except Section 10-13, shall apply. If, following the complete application of Section 10, except Section 10-13, any position remains vacant, including any position becoming vacant as a result of the bidding process, such vacancy shall then be offered to the most senior laid off full-time employee in the department in which the vacancy exists.

Such offer will be made first to the laid off employee having the greatest Company seniority. Provided that he or she meets the qualifications for the position, the employee must accept the position regardless of rate, location, hours of work or job duties. Acceptance of the position will result in restoration of full departmental seniority. Refusal of the position will result in loss of any and all rights to recall.

## **SECTION 11 - DISCIPLINE, GRIEVANCES AND ARBITRATION**

**11-1**        Power of promotions, and of demotions, discharge, suspension and other discipline, shall be vested in the Company, but the justification therefor may constitute a grievance to be adjusted as hereinafter provided. Any dispute arising out of the interpretation or application of this Agreement shall be subject to the grievance and arbitration procedures.

**11-2**        **Discipline.** In matters pertaining to an employee's performance, the employee shall be informed of any offense within six (6) days (excluding Saturdays and Sundays) after the Company has obtained all data necessary for proper consideration and treatment thereof, provided the employee is then working and presents himself or herself to his or her Operations

Manager or Department Head as directed. If the employee is to receive a final warning before discipline or a suspension or a final warning before termination, the Union shall be informed of the hearing. If the Company gives such employee a final warning before discipline or a suspension or a final warning before termination, the Union and the employee involved shall receive copies of same. Nothing in the above shall prevent an employee from requesting a Union representative to be present when the employee is asked to appear before a supervisory official in connection with a violation of Company rules. Except for disciplinary matters warranting immediate suspension or discharge, no discipline or discharge shall be carried out until two (2) business days following the first disciplinary meeting.

**11-2.1 Employee Having 20 or More Years of Service.** When a full-time employee has been continuously in the service of the Company for at least twenty (20) years, he or she shall not be discharged, if he or she is physically and mentally able and capable of performing his or her duties, except for willful or flagrant or deliberate or frequent violation of rules or regulations of the Company, but may be otherwise disciplined as circumstances may in the opinion of the Company justify. If any dispute arises as to the physical or mental condition of such employee, and in the event that it cannot be adjusted by the parties, it may then be presented to an impartial physician to be selected by the Company's physician and a physician designated by the Union, under the procedure, terms and conditions set forth herein in Paragraphs 8-7.1 and 8-7.2. The decision of such impartial physician shall be conclusive and binding, and the expenses of such impartial physician shall be borne equally by the Company and the Union.

**11-2.2 Incapacitated Employee.** Where a full-time employee has become incapacitated from properly performing his or her usual duties, the Company will transfer him or her to such duties, in the same or other department or subdivision, which he or she is capable of performing, provided there is such a position available, and thereafter he or she shall be governed by the wages and working conditions prevailing in such department or subdivision to which he or she is so assigned.

**11-3 Grievances.** Any employee having a grievance shall, within seven (7) business days after the occurrence giving rise thereto comes to his or her attention, discuss the same with his or her supervisory official having jurisdiction therein, as hereinafter defined, or with such supervisory official and the employee's Union representative. Any grievance which is not presented within the time limits specified in this Section shall not be considered. Such supervisory official, from the receipt of the grievance, shall have a determined amount of days, as hereinafter defined, to make a decision with respect to the grievance. If such decision is not received by the Union within the defined time limits, the Union Shall have the right to take the grievance to the next level of this grievance procedure.

All written responses to all steps of grievances will be supplied to the Union Office, Executive Board Member or Steward of said location and to the grievant.

**11-3.1(a) Bus Transportation Employees.** With respect to bus operators, bus station clerks and traffic checker clerks, the grievance shall be presented first to the Transportation

Supervisor in writing. The Transportation Supervisor or his or her designated representative shall have six (6) business days in which to make his or her decision. If the Union is not satisfied with his or her answer, it may present it to the Operations Manager. Such grievance will be considered only if presented in writing to the Operations Manager within ten (10) business days of the Transportation Supervisor's decision. The Operations Manager or his or her designated representative shall have ten (10) business days in which to make his or her decision in writing. The decision of the Operations Manager or his or her designated representative shall be final.

**11-3.1(b) Rail Transportation Employees, Train Operators, Station Clerks and Metro Fare Inspectors.** With respect to Train Operators and Rail Station Clerks and Metro Fare Inspectors, the grievance shall be presented first to his or her Transportation Supervisor in writing. The Transportation Supervisor or his or her designated representative shall have six (6) business days in which to make his or her decision. If the Union is not satisfied with his or her answer, it may be presented to the Rail Operations Manager. Such grievance will be considered only if presented in writing to the Rail Operations Manager within ten (10) business days of the Transportation Supervisor's decision. The Rail Operations Manager or his or her designated representative shall have ten (10) business days in which to make his or her decision in writing. The decision of the Rail Operations Manager or his or her designated representative shall be final.

**11-3.2 Maintenance Department - Garages.** In the Maintenance Department at the Garages, the grievance shall first be presented to the Garage Supervisor. The Garage Supervisor or his or her designated representative shall have six (6) business days in which to make his or her decision. If the Union is not satisfied with the Garage Supervisor's answer, it may present it to the Superintendent, Bus Garage. Such grievance shall be considered only if it is presented to the Superintendent, Bus Garage in writing within six (6) business days of the Garage Supervisor's answer. The Superintendent, Bus Garage or his or her designated representative shall have six (6) business days in which to make his or her decision.

**11-3.3 Maintenance Department - Shops.** In the Maintenance Department at the bus shops, the grievance shall first be presented in writing to the Superintendent, Bus Shops. The Superintendent, Bus Shops or his or her designated representative shall have six (6) business days in which to make his or her decision.

In the Maintenance Department at the rail shops, under the supervision of the Superintendent, Rail Vehicle Maintenance, the grievance shall first be presented in writing to the Superintendent, Rail Vehicle Maintenance. The Superintendent, Rail Vehicle Maintenance or his or her designated representative shall have six (6) business days in which to make his or her decision. If the Union is not satisfied with the answer of the Superintendent, Rail Vehicle Maintenance, it may present the grievance to the Manager, Rail Operations. Such grievance shall be considered only if it is presented to the Manager, Rail Operations, in writing within six (6) business days of the answer of the Superintendent, Rail Vehicle Maintenance. The Manager, Rail Operations or his or her designated representative shall have six (6) business days in which to make his or her decision.

**11-3.4**        **Presentation to Manager of Bus Maintenance.** If the Union is not satisfied with the answer of the Superintendent, Bus Garages or Superintendent, Bus Shops, whichever be applicable, it may present it to the Manager of Bus Maintenance. Such grievance will only be considered if presented to the Manager of Bus Maintenance in writing within ten (10) business days of the decision of the Superintendent, Bus Garages or Superintendent, Bus Shops, whichever be applicable. The Manager of Bus Maintenance or his or her designated representative shall have ten (10) business days in which to make his or her decision, in writing. The decision of the Manager of Bus Maintenance or his or her designated representative shall be final.

**11-3.5**        **Presentation to Manager, Rail:** If the Union is not satisfied with the answer of the Manager, Rail Operations or Manager, Rail Maintenance, whichever is applicable, it may present the grievance to the Manager, Rail. Such grievance will only be considered if presented to the Manager, Rail in writing within ten (10) business days of the decision of the Manager, Rail Operations or Manager, Rail Maintenance, whichever be applicable. The Manager, Rail or his or her designated representative shall have ten (10) business days in which to make his or her decision, in writing. The decision of the Manager, Rail or his or her designated representative shall be final.

**11-3.6**        **Office and Clerical Departments.** In subdivisions to which Office and Clerical employees are assigned, the grievance shall be presented first to the Chief Clerk or head of the group or division of the employee involved. Such supervisory official or his or her designated representative shall have six (6) business days in which to make his or her decision. If the Union is not satisfied with the decision of the Chief Clerk or head of the group or subdivision, it may present it to the employee's Department Head. Such grievance will be considered only if it is presented to the Department Head in writing within ten (10) business days of the Supervisor's decision. The Department Head or his or her designated representative shall have ten (10) business days in which to make his or her decision in writing. The decision of the Department Head or his or her designated representative will be final.

**11-3.7**        **Procedure for Discussion.** Such grievances, as above provided, shall be presented immediately after the end of the employee's trick of duty, but if that is inconvenient to such Supervisory official for any reason, and the grievance is of sufficient importance, an appointment may be made for a convenient time.

If such grievance concerns an employee in a department other than the Bus and Rail Transportation Departments, or the Rail Ticket Inspection Department and is so discussed pursuant to such an appointment at a time when such employee or his or her Union representative would have been working for the Company, then the Company shall pay them at the regular hourly rates for the time actually lost from work because of such discussion, but not to exceed thirty (30) minutes, but otherwise the Company shall not be obligated to pay or reimburse an employee or his or her Union representative for any time lost in connection with any such

grievance. The parties agree that the grievances or discussion of them shall not be used as to unduly impair productive effort.

**11-3.8 Discharge Grievances.** Where the grievance concerns the discharge of an employee, the Union may request the Director of Surface Transportation of the Company to meet with the Union representative and the employee to discuss and review the final decision of the employee's department head. This review by the Director of Surface Transportation shall not affect the time limits for requesting arbitration as stated in 11-4.

**11-3.9 Waiver of Back Pay.** If any employee is discharged, suspended or otherwise disciplined, and thereafter in the final adjustment of such grievance it is determined that such discipline was not justified, the employee shall be reimbursed by the Company at his or her regular hourly rates for the actual time lost by reason of such discipline, provided however, that where the parties hereto or their arbitrators mutually agree to waive back pay, such waiver shall be permanently binding on all concerned.

**11-3.10 Questioning of Inspector by International Representatives.** In any grievance involving discipline in connection with inspection or registration of fares, arising by reason of the report of any "checker" or inspector involved, such "checker" or inspector shall not be questioned by or in the presence of the employee involved or any other employee of the Company (except supervisory officials to be designated by the Company), but said "checker" or inspector may be presented before and questioned in behalf of the Union only by International representatives of the Amalgamated Transit Union, and they shall preserve the identity and description of any such "checker" or inspector in honorable secrecy. Any such questioning by said International representatives shall be within seven (7) days after the employee involved has been notified of his offense.

**11-3.11 Company Grievances.** The Company also shall present to an officer or representative of the Union designated by it any grievance of the Company pertaining to any matter concerning any employee, or any act or omission of the Union, and if such grievance is not satisfactorily adjusted between them, it shall at the request of either party be reduced to writing by the Company and served on the Union and the answer of the Union shall then be reduced to writing by the Union and served on the Company.

**11-4 Arbitration.** In the event that any aforesaid grievance has not been satisfactorily settled by any of the foregoing procedures, it may be referred to a board of arbitrators provided notice of its intention to do so is given by either party to the other within forty (40) business days following the decision which results in disagreement. The Board shall be composed of one representative selected by the Company, one selected by the Union, and a third impartial member selected by the first two members, who shall serve as Chairman of the Board of Arbitration. If the parties have not timely concluded a new agreement, it is agreed that the grievance and arbitration procedures of this Section 11 shall continue in effect after the expiration date of this Agreement provided that this procedure shall not apply to grievances arising during a strike of employees who participate in a strike in violation of New York State Law.

**11-4.1**        **Failure to Appoint Arbitrator**. In the event that either party fails to appoint its arbitrator after written notice from the other to do so, within the time specified by such notice, which shall not be less than six (6) business days there after, then the party so failing to appoint such arbitrator shall automatically be deemed to have abandoned its contentions in reference to such grievance.

**11-4.2**        **Failure to Select Third Member of Arbitration Board**. In the event that the parties are unable to select a third impartial member within six (6) business days after the first meeting for the purpose of selecting such impartial member, then the party presenting such grievance may request the department or bureau of the United States which is then authorized by statute of the United States to do so, to appoint such impartial arbitrator, and if such party fails to make such request to such department or bureau within such six (6) business days, it shall automatically be deemed to have abandoned its contention in reference to such grievance.

**11-4.3**        **Final and Binding Decision**. A decision reached by any two of the members of the Board shall be final and binding on both parties to this Agreement. The Company shall pay any expenses involved for the member selected by the Company, and the Union shall pay any expenses involved for the member selected by the Union, and the cost of the third member shall be paid equally by the Company and the Union.

## **SECTION 12 - PROVISIONS RELATING EXCLUSIVELY TO OPERATORS OF BUSES AND TRAINS**

**12-1**        **Employees Covered by Section**. The provisions of this section shall apply only to full-time bus operators and full-time train operators.

**12-1.1**        **Definitions**. For the purposes of this section, the following words are defined as follows:

**12-1.2**        **"Regular Bus Operators"** are full-time bus operators holding regular scheduled runs.

**12-1.3**        **"Regular Train Operators"** are full-time train operators holding regular scheduled runs.

**12-1.4**        **"Extra Bus Operators"** are full-time bus operators who do not hold regular scheduled runs, but are assigned where extra work is required to be performed, or are assigned temporarily to regular scheduled runs when Regular Bus Operators are not available therefor.

**12-1.5**        **"Extra Train Operators"** are full-time train operators who do not hold regular scheduled runs, but are assigned where extra work is required to be performed, or are assigned temporarily to regular scheduled runs when Regular Train Operators are not available therefor.

**12-1.6**        **"Stations"** are Garages.

**12-2**        **Qualifications and Requirements for Train Operators Under Vehicle and Traffic Law.** In addition to any Company requirements, Train Operators shall be subject to the same licensing qualifications and requirements as bus operators under the provisions of the Vehicle and Traffic Law, including but not limited to Article 19-A thereof, as if they were bus operators. By operating or offering or attempting to operate any train or other Company Vehicle a train operator shall be deemed thereby to have given his or her consent to a chemical test of his or her breath, blood, urine or saliva for the purpose of determining the alcoholic or drug content of his or her blood provided that such test is administered either at the direction of a police officer or by competent medical personnel at the direction of the Company. If such test is to be administered by the Company a Union representative shall be notified and may be present if available within one (1) hour of notification.

**12-3**        **Straight-Time Hourly Rates of Pay of Bus and Train Operators.**

**12-3.1**        The maximum straight time hourly rates of pay of regular and extra operators for the term of this Agreement, August 1, 2006 through July 31, 2009, shall be as follows:

<b><u>Effective:</u></b>	<b><u>8/1/06</u></b>	<b><u>8/1/07</u></b>	<b><u>8/1/08</u></b>
	20.35	20.96	21.59

Until forty-eight (48) months of service following the employee's qualification as a bus or train operator, extra and regular bus and train operators hired as new employees on and after November 1, 1987 shall be paid the following percentages of the full operator's rate of pay during the following periods of time after qualification:

<b><u>After Qualification:</u></b>	
0 to 12 months following qualification	75% of full rate
12 to 24 months following qualification	80% of full rate
24 to 36 months following qualification	85% of full rate

36 to 48 months following qualification	90% of full rate
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48 months and over following qualification	100% of full rate
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Until sixty (60) months of service following the employee's first day of employment as a bus or train operator, extra and regular bus and train operators hired as new employees on and after December 5, 1996 shall be paid the following percentages of the full operator's rate of pay during the following periods of time after qualification:

**After Qualification:**

0 to 12 months following qualification	60% of full rate
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12 to 24 months following qualification	65% of full rate
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24 to 36 months following qualification	70% of full rate
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36 to 48 months following qualification	75% of full rate
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48 to 60 months following qualification	85% of full rate
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60 months and over following qualification	Full rate
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**12-4** **Overtime.** The time and one-half shall be paid to regular and extra bus and train operators on the total of the platform time, travel time, report-time allowance and "paid break", which is in excess of eight (8) hours in any work-day.

**12-4.1** Time and one-half shall not be again paid on any time for which it shall have been previously paid.

**12-5** **Report-Time Allowance.** Bus Operators shall be allowed ten (10) minutes report time allowance for a run. In addition, the following allowances in each instance where the bus operator pulls the bus out of the garage: ten (10) minutes for each tripper, first half and second half of each swing run. Bus Operators who make a relief on the first half, shall receive ten (10) minutes report time allowance; bus operators who make relief on the second half of a swing run do not receive a report time allowance. Bus Operators on a tripper and the second half of a swing

run must make the same report to the station clerk, as do operators for all other runs. Bus Operators who make relief away from the station are not required to report to the station clerk.

Train Operators shall be allowed twenty (20) minutes report time allowance for a run. In addition, the following, in such instance when the Train Operator pulls the train out of the area of the yard: twenty (20) minutes each tripper, first half and second half of each swing run. Train Operators who make a relief on the first half shall receive ten (10) minutes report time allowance; train operators who make relief on the second half of a run do not receive a report time allowance. Train Operators on the second half of a swing run must make the same report to the station clerk, as do operators for all other runs. Train Operators who make relief away from the station are not required to report to the station clerk.

**12-6**            **Travel Time.** Bus and train operators directed to relieve other bus or train operators or to be relieved by other bus or train operators will be paid at their regular hourly rates when traveling from the station to the relief point and/or from the relief point to the station. Travel time pay shall be determined by calculating the actual time required to travel from the station to the relief point and/or from the relief point to the station using the most expeditious Metro bus/rail route. Operators making a relief must report to the Station Clerk prior to traveling to the relief point. Operators who are relieved must report to the Station Clerk after traveling from the relief point. All reliefs will be paid traveling time as described in this section.

**12-7**            **Regular Runs.** All employees when operating regular runs on days other than Sundays and holidays shall receive not less than eight (8) hours' pay, which shall include platform time, travel time, report-time allowance and all other allowances, such as paid "breaks" of sixty (60) minutes or less in swing runs and the one (1) hour allowance for swing runs completed after 9:00 P.M. All employees when operating regular runs on Sundays and holidays shall receive not less than six (6) hours' pay, which shall include platform time, travel time, report-time allowance and all other allowances, such as paid "breaks" of sixty (60) minutes or less. An employee who is scheduled to work on Sunday and who, as a result of Sunday schedules operating on a holiday, works two Sunday runs in the week in which a holiday occurs and thereby earns less than forty (40) hours' pay for such week, shall be guaranteed forty (40) hours' pay for such week. In such case, premium time shall not be used in calculating the forty (40) hours' pay for such week. If Saturday schedules are operated on a holiday, employees regularly scheduled to work Saturday shall work the holiday in place of employees who are scheduled to work on the day the holiday falls. In addition to the Company's rights on other holidays, the Company shall have the right to operate Saturday schedules on Martin Luther King Day and Good Friday. If Saturday schedules are to be operated, the Company shall notify the Union at the time of the schedule picking for the period within which the holiday falls.

**12-7(2)**        **Maximum Pay Hours of Sunday Runs.** It is agreed Sunday bus runs on routes: 6, 11, 14, 15, 16, 17, 18, 20, 23 (Frontier Station), 24, 25, 32 and 35 will pull-out and pull-in instead of making street reliefs. The pay hours for such runs will be governed by a maximum of eight (8) hours and twenty-two (22) minutes of actual platform time, exclusive of pull-out and/or pull-in time, (in lieu of making street reliefs), report time and applicable overtime.

It is further agreed that the Sunday bus runs on routes: 1, 2, 5, 7, 27, 31, 36 and 37 will continue to pull-out and pull-in and will be governed by a maximum of 8.8 pay hours. For the schedule of runs each Winter that become effective at the end of December until the next new schedule of runs in March, Sunday runs on routes 22 and 23 (Cold Spring Station) shall be included in the sentence above.

Sunday bus runs on routes: 3, 4, 8, 9, 10, 12, 13, 19, 21, 22, 23 (Cold Spring Station), 25 (beyond Orchard Loop), 26 and 30 will continue to make street reliefs and will be governed by a maximum of 8.8 pay hours.

**12-7(3) Saturday Runs.** It is agreed that Saturday bus runs on the following routes will pull-out and pull-in instead of making street relief, effective with the March 1979 schedule revisions: 1, 2, 6, 11, 14, 15, 16, 20, 22, 23, 24 and 25.

**12-7.1 To Be Scheduled for Not Less Than 5 Days Per Week.** In scheduling the work-week, the Company shall be privileged to schedule regular runs for not less than five (5) days.

**12-7.2 Lunch Periods.** Any piece of work over six (6) hours will be given a paid lunch break not less than fifteen (15) minutes on such runs within sixty (60) minutes of the middle of said work.

**12-7.3 Breaks of One Hour or Less.** Breaks (i.e., periods during which no work is scheduled to be performed) of one hour or less in regular scheduled runs shall be paid for at straight time, except that when the total of platform time, report time, travel time, and paid break in any scheduled run exceeds eight (8) hours, the time in excess of eight (8) hours shall be paid at time and one-half. Since the Company is paying the bus or train operator for such "break", the bus or train operator during such "break" shall perform such work as the Company may assign to him or her and which he or she is reasonably capable of performing. Any run with such "paid breaks" shall be considered a straight run.

**12-7.4 Pull-In Trips - Bus Operators.** For bus operators layover of one minute at the outer terminal shall be scheduled for pull-in trips. Checks of bus operators' adherence to schedules on pull-in trips shall be made at the outer terminal.

**12-7.5 Recovery Time.** All operators will receive no less than five (5) minutes recovery time at each terminal for trips of fifty (50) minutes or less. An additional two (2) minutes of recovery time will be added for trips of more than fifty (50) minutes.

**12-8 Payment for Certain Trippers.** A bus operator whose run relieves a tripper or whose run is relieved by a tripper may pick such tripper provided it is open to him or her for picking. He or she shall be paid for such tripper work performed ahead of his or her run the amount that such tripper normally pays, including allowances, at time and one-half. He or she shall be paid for such tripper work performed at the end of his or her run the pay for the

additional work actually performed (excluding allowances) at time and one-half. A bus operator who has not picked such a tripper at the end of his or her run but who is requested by the Company to work such tripper shall be paid the amount that such tripper normally pays, including allowances, at time and one-half.

**12-9            Limitations of Percentage of Swing Runs.**

**12-9(a)**            The runs shall be arranged so as to provide for a minimum of fifty percent (50%) of straight runs per weekday on a station basis and a minimum of sixty percent (60) of straight runs on Saturdays on a station basis. In the event that it becomes impossible to do so economically, the Union agrees to meet with the Company in an effort to establish a more equitable arrangement. However, swing runs in excess of eleven and one-half (11-1/2) consecutive hours shall not be included in the determination of such percentage.

**12-9(b)**            All regularly scheduled runs on Sundays and on the holidays during which Sunday schedules are operated shall be straight runs.

**12-9.1           Provisions Pertaining to Spread of Swing Runs.**

**12-9.1(a)**           The Company shall continue to schedule on a weekly basis at least twenty-five percent (25%) of the swing runs at each station to be completed within not to exceed ten and one half (10-1/2) consecutive hours, except that in order to continue the present practice of scheduling straight runs to be off on Saturday and Sunday to the extent possible, the Company may include one eleven and one-half (11-1/2) hour weekday swing run in such weekly runs. The balance of swing runs may be scheduled for not in excess of twelve (12) consecutive hours.

**12-9.1(b)**           The said term "consecutive hours", in this subsection, is agreed to mean the elapsed time from the scheduled commencement of work on the bus or train until the scheduled completion of work on the bus or train, plus report allowance and travel time, if any.

**12-9.1(c)**           Until February 1, 1994, swing runs in excess of ten (10) consecutive hours shall pay time and one-half for the time in excess of ten (10) consecutive hours, such premium pay to be in addition to any other contractual payments necessary to meet the daily or weekly minimum pay. Effective February 1, 1994, swing runs in excess of ten and one-quarter (10-1/4) consecutive hours shall pay time and one-half for the time in excess of ten and one-quarter (10-1/4) consecutive hours, such premium pay to be in addition to any other contractual payments necessary to meet the daily or weekly minimum pay.

**12-10           Extra Bus and Train Operators' Guarantees, Reports and Allowances.**

**12-10.1           Daily Guarantee.** Extra bus and train operators shall be guaranteed eight (8) hours' pay per day at their regular straight-time hourly rate for five (5) days per week, provided they shall have made all reports as directed.

**12-10.1(a)** Pay for work performed in excess of a run or eight (8) hours of other work in any of such days shall not be included in computing guarantee wages due such bus or train operators.

**12-10.2** **Regular Days Off.** Extra bus and train operators shall be allowed two (2) consecutive days off per week. The Company shall prepare from time to time, as needed, a schedule, which shall enable extra operators to select or "pick" on a seniority basis their scheduled days off.

**12-10.2(a)** **Holiday Work.** In a manner similar to the procedure established for the regular bus and train operators, extra bus and train operators who are scheduled to work on Sundays shall work on holidays on which Sunday schedules are operated, in place of extra bus and train operators who are normally scheduled to work on those days and who shall have the day off. In a manner similar to the procedure established for regular bus and train operators, extra bus and train operators who are scheduled to work on Saturdays, shall work on holidays on which Saturday schedules are operated, in place of extra bus and train operators who are normally scheduled to work on those days and who shall have the day off.

**12-10.3** **Reduced Guarantees.** Extra train or bus operators off work for more than two (2) days per week, or who fail to report for work as directed, or who fail to complete the work assigned on a report, shall forfeit their daily guarantee for each day they are off work or fail to report for work as directed.

**12-10.4** **Reports.** An extra bus or train operator shall not be held longer than three (3) hours on his or her first report.

**12-10.4(a)** An extra bus or train operator required to make a second report in a day and who is not assigned work during such report, shall not be held longer than three (3) hours or shall be released after eleven and one-half (11-1/2) consecutive hours computed from the time of his or her first report, whichever first occurs.

**12-10.4(b)** An extra bus or train operator who is required to make a second report in a day and who is assigned and works a complete scheduled run on his or her second report shall receive holding time pay at the rate of one-half his or her straight-time hourly rate for the time he or she is held on his or her first and second reports. Holding time shall not be paid an extra operator under any other circumstances.

**12-10.4(c)** Extra operators to receive the minimum eight (8) hour guarantee shall report twice daily within a twelve (12) hour spread (i.e., twelve (12) hours from time of first report).

Any time worked by extra operators after a twelve (12) hour spread will be paid at the time and one-half rate and the half-time portion of such pay will not be applied toward the operator's daily guarantee.

If an operator makes such a request, the Company will use its best efforts to so relieve the operator as close to the twelve (12) hour point as possible, which efforts shall include requesting other operator overtime and, if necessary, an all-call. Until relieved, the extra operator must complete the assigned work.

**12-10.4(d)** Pay for work performed by an extra bus or train operator before or after the completion of his or her regularly scheduled reports or work assignments shall not be included in computing his or her daily guarantee.

**12-10.5** **Optional Report - Extra Operators.** Extra operators who finish their day's work after 9:00 P.M. shall have the privilege of an optional report; that is, if they so desire and so inform the Station Clerk in the prescribed manner, they will be excused from reporting for an assignment before they shall have been off duty at least nine (9) hours. If an Operator takes an optional report, the new report time on the next day will be at least nine (9) hours from the finish time of the work assignment he or she is working, but no later than twelve (12) hours from the Operator's finish time.

**12-10.6** **Open Combination Bus Runs.** Open bus runs consisting of a combination of contract school work and other operations shall become hold-down runs, to be assigned in accordance with established procedure for assigning open runs as hold-down runs.

**12-10.7** **Present Practices to Continue - Extra Operators.** The present working conditions, practices, rules and regulations governing extra operators, shall continue in full force and effect, except as otherwise provided in this Agreement.

**12-11** **Missed Operators.**

**12-11.1** **Missing a Run or First Report.** Regular or extra bus or train operators who fail to report for their run or first report shall be marked "missed" until they actually report at the station, and shall be governed by the following procedures:

**12-11.1(a)** **Missing Sixty (60) Minutes or Less.** An Operator with not more than five (5) misses in the current period of twelve (12) consecutive months may remove for purposes of discipline a maximum of four first-half misses by making himself or herself available for work.

In order to have a miss removed the following requirements must be met:

1. The Operator must report in person and ready to work within sixty (60) minutes of the miss.
2. The Operator must be present in the station for a show-up period of six (6) hours, which may be continuous or split at the discretion of Metro, during which time he or she may be assigned work.
3. If work is assigned, the Operator must accept and complete such work.

4. If work is assigned but completed before the total time plus actually served show-up time equals six (6) hours, the Operator must serve sufficient additional show-up time to equal a total of six (6) hours (combined work time and show up time) or until the station closes, whichever comes first, and must accept and complete any additional work assigned during such additional show-up time.

Removed misses will not be counted for disciplinary purposes but will remain on the Operator's record.

**12-11.1(b) Missing More Than Sixty (60) Minutes.** A regular bus or train operator missing his or her run by more than sixty (60) minutes for the first time in any calendar month shall be permitted to work his or her regular run on his or her next regularly scheduled work-day following the miss, provided he or she reports in the usual manner.

An extra bus or train operator who does not report in person to the station on the day of his or her first miss in any calendar month shall phone his or her Operations Manager, Transportation Supervisor or Station Clerk to learn the time at which he or she is to report on his or her next regularly scheduled work-day.

**12-11.1(c) Missing for Two Consecutive Scheduled Work-Days.** A regular or extra bus or train operator missing his or her run or first report for two (2) consecutive scheduled work-days, must report in person at the station to the Transportation Supervisor or his or her representative for disciplinary action, if any, before forty eight (48) hours have elapsed since the time of the miss on the first day, excluding regularly scheduled days off. When the Transportation Supervisor or his or her representative is not present at the station before the bus or train operator's scheduled report time, the bus or train operator shall be permitted to work on that day, but must report later that day to the Transportation Supervisor or his or her representative. A bus or train operator failing to so report shall be automatically suspended.

**12-11.1(d) Second or Subsequent Miss in Any Calendar Month.** A regular or extra bus or train operator missing his or her run for first report for the second or subsequent time in any calendar month will be governed for each such miss by Paragraphs 12-11.1(a), 12-11.1(b) and 12-11.1(c) of this Subsection. In addition, for seven (7) days after each such miss, including the date of the miss, such bus or train operator will not be eligible to sign the "Extra Work List", nor be permitted to perform any work on his or her regularly scheduled days off, nor will he or she be assigned chartered work from the "Rotating Chartered Board" unless he or she has been specifically requested by the chartering party.

**12-11.2 Absence Without Leave.** A bus or train operator who fails to report for duty within forty-eight (48) consecutive hours, computed from the time he or she missed his or her first scheduled report but not including regularly scheduled days off, without reasonable explanation of his or her failure to so report, shall be considered as having voluntarily quit the employ of the Company.

**12-11.3**      **Missing a Second Half of a Run or a Second Report.** A regular or extra bus or train operator failing to report to the Station Clerk for the second half of a swing run or a second report shall be marked missed and shall not be required to report to the station, but must notify the station not later than thirty minutes after such miss. If he or she so notifies the station, he or she shall be permitted to work on his or her next regularly scheduled work day following the miss, provided he or she reports on time in the usual manner. An operator who fails to notify the station shall be disciplined at the discretion of the Transportation Supervisor or the Operations Manager. An extra bus or train operator shall phone his or her Transportation Supervisor or Station Clerk in the usual manner on the day before his or her return to work to learn the time at which he or she is to report.

**12-11.4**      **Unsatisfactory Missing Records.** Bus and train operators compiling unsatisfactory records for missing shall subject themselves to discipline and possible termination.

**12-12**      **Allowance for Accident and Transportation Reports.** A bus or train operator shall be allowed fifteen (15) minutes' pay at straight time for each transportation report the Company requires him or her to make out, provided that such allowance shall not be paid for transportation reports of a nature involving incorrect copying of schedules, failure to work regularly, applications for leaves of absence, change of vacation or similar requests. A bus or train operator shall be allowed thirty (30) minutes' pay at straight time for the first accident report for each separate accident.

**12-13**      **Allowances for Delays, Bus Changes and Extra Services.** Bus or train operators who are delayed in the completion of their scheduled assignment or who at the direction of the dispatcher, controller or supervisor perform work thereafter in addition to their scheduled assignment shall be paid as follows:

**12-13.1**      **Delayed Time.** A bus or train operator who is delayed in the completion of his or her run or tripper beyond the scheduled time for completion of his or her scheduled assignment shall be paid at the rate of time and one-half his or her regular rate for such delayed time only to the extent that the delayed time exceeds eight (8) hours of work for that Operator on that day including report and travel time.

**12-13.2**      **Bus and Train Changes and Other Non-Passenger Service.** A bus or train operator who is requested by the Controller, Controller or Supervisor to make a bus or train change or to perform other non-passenger service and is delayed beyond his or her scheduled finishing time shall be paid at the rate of time and one-half his or her regular rate for the delayed time involved.

**12-13.2(a)**      **Bus Change in Connection With a Relief.** A bus change made in connection with a relief when the bus being operated by the bus operator being relieved can be pulled in, may be made by the bus operator making the relief pulling out and the bus operator being relieved pulling in.

**12-13.3**        **Stubs or Extra Trips - Bus Operators.** A bus operator who is requested by the Controller or Supervisor to perform a stub or an extra trip and is delayed beyond his or her scheduled finishing time shall be paid at the rate of time and one-half his or her regular rate for the delayed time involved or a minimum of one hour's pay at his or her straight-time hourly rate which shall include all allowances to which he or she may otherwise be entitled, whichever is greater.

**12-13.4**        **Stubs or Extra Trips - Train Operators.** A Train Operator who is requested by the Controller or Supervisor to perform a stub or an extra trip and is delayed beyond his or her scheduled finishing time shall be paid at the rate of time and one-half his or her regular rate for the delayed time involved. However, a Train Operator may be required to make one (1) additional round trip beyond his or her scheduled finishing time.

**12-14**        **Instruction and Line Instruction Allowance.** Effective August 1, 2000, Bus and Train Operators shall be paid an allowance of one dollar (1.00) per hour, in addition to their regular straight time hourly rate, for the platform and report time during which they are engaged in instructing student operators in bus or train operation on the instruction bus or train and in bus or train operation in regular service. This applies to Bus and Rail Operators only. The Company shall be privileged to select for instruction bus or train and line instruction Bus or Train Operators having the ability to instruct.

**12-14.1**        The instructors will have a maximum of two (2) students at any one time. In an emergency a maximum of three (3) students.

**12-14.2**        All instruction and line instruction is voluntary.

**12-15(a)**        **Uniform Allowance.** Commencing August 1, 2006 the Company shall provide in each year of the contract to each operator who on December 31 of the preceding year had performed 220 days of work in the previous year for the Company, an award of uniform clothing up to a value of \$325.00 provided that he or she is actively working for the Company as an operator when uniform distribution is made in his or her station, except that an operator on leave of absence at the time of distribution shall be entitled to such award at the time of his or her return to work as an operator, if such return is six (6) months or more prior to the next succeeding December 31st. Such award may be used for any of the following items, the value of which will be specified by the Company.

Blazer

Trousers, regular or summer

Skirt, regular or summer

Slacks (female), regular or summer

Shirt, regular or summer

Blouse, regular or summer - sizes 32 to 48

Tie (four-in-hand) (mandatory November 1st through March 31st)

Raincoat - male sizes 34 to 54  
                    female sizes to 24  
Sweater - zipper with scarf,  
                    sizes 36 to 52

Cap

Reefer Jacket

Metro Emblem, which shall be affixed in the designated place  
and manner to any blazer, jacket, shirt, blouse, sweater  
and cap.

Jacket - light weight

100% cotton pocket less golf-type summer shirt with logo.

(To be worn only between April 1st and October 31st.)

All operators must wear the new style uniform while on duty. In any year or combination of years, an employee who has not fully utilized his or her award may carry as a credit a maximum of \$100.00 over to a subsequent year in increments of no less than \$25.00 to be used for uniform clothing.

It is agreed that measurements for uniforms shall be made during a six week period beginning in February and ending in March of the years of the uniform allowance. With respect to a new operator hired on or after April 1 who performs at least one hundred (100) days of work in the year of hire, but less than two hundred twenty (220) days of work in that year, shall be entitled to one-half of the uniform allowance applicable for the following year.

It shall be the responsibility of the operator to have his or her measurements and order taken at the place of business of the uniform supplier to whom the Company awards the bid, and it shall also be the responsibility of the operator to pick up his or her uniform order at the place of business of such supplier. The Company shall have no responsibility for the measurement or securing of the uniform clothing. All orders placed with the supplier by the operators shall be subject to Company approval, as to its compliance with the Company's uniform standards, the Company's contract with the supplier and the terms of this contract.

For the purpose of determining whether an employee has qualified for uniform allowance by working two hundred twenty (220) days, the following days not actually worked by the employee shall be considered as having been worked: Vacation days (whether paid or unpaid); days lost by reason of temporary leave of absence for Union business, the number of which shall be limited as provided in Section 8-1.2 of this Agreement; and days lost as a result of a compensable injury for which the employee was in no way at fault, in which case such days shall be so considered with respect only to the first calendar year in which such injury occurs, except that in the event that the injury results in a subsequent recurrence of lost time, days lost but not in excess of forty (40) in any calendar year shall be considered for this purpose as having been worked.

**12-15(b)** In the event that an operator accepts his or her pension after having been measured for uniform and before the uniform distribution is made, he or she shall not be deprived of the

uniform award in uniform clothing. In the event that an operator accepts his or her pension before having been measured for a uniform, he/she shall receive 50% of the cash value of the uniform for the year in which the employee retires.

**12-16**        **Specifications for Uniforms.** Specifications for the type and character of operators' uniforms shall be mutually agreed upon by the Company and the Union.

**12-17**        **Curtailment of Service in Emergencies.** In the event of temporary cancellation or curtailment of runs (but which cancellation or curtailment does not exist for more than three (3) days) resulting from emergencies caused by shortage of buses or cars, breakdowns, snow storms, power failure, floods or other extraordinary weather conditions, or by reason of a fire or other catastrophe damaging to such an extent as to cause the closing of any station, or a substantial portion thereof, for not more than three (3) days, or causing the destruction of, or damage to such an extent as to prevent the operation of, a material number of buses or cars for not more than three (3) days, then the regular bus and train operators shall be paid at their straight-time hourly rates for the platform time in the regular scheduled runs which are so cancelled or curtailed; provided:

**12-17(a)**        That no payment in any such event or events shall be made for more than three (3) days and during such three (3) or less days such payments shall be made only to such regular bus and train operators who report on time for their regular scheduled runs and remain on duty during the period thereof, unless excused, and during such period perform such other duties or any jobs in the Company as they are reasonably capable of performing and which may be assigned to them by the Company; no payment shall be made in the event of any cancellation or curtailment of runs continuing for more than three (3) days.

**12-18**        **Operators Assigned to Other Duties.** Any bus or train operator may be assigned at any time by the Company to such work as they are reasonably capable of performing, and when so assigned shall be governed during the period thereof by rules, regulations and working conditions applicable to the department and subdivision to which they are assigned, but they shall be paid while working in the position to which they have been assigned the regular hourly rates applicable to the position to which they are assigned or to their positions as operators, whichever is greater. For situations that arise, i.e. TAP where employees are assigned to other duties, i.e. facilitating, the company will seek to select employees equally amongst locations and/or departments.

**12-19**        **Work of Extra Bus and Train Operators.** Regular bus and train operators shall not be required to do the work of extra bus or train operators, if there are extra bus or train operators reasonably available at the station involved. The Company shall endeavor to maintain an adequate extra list at each station.

**12-19(a)**        **Work of Extra Bus and Train Operators at a Different Location.** When there are no available extra Operators at any particular station where open work is available, an extra board Operator from one station may be asked to fill open work at another station, providing all

extra work lists have been exhausted at that station and that an all-call has been made at that station. However, it is understood that such extra operator may refuse. The assignment to a different location will be done in inverse order of departmental seniority of the available extra Operator then on report who has not been previously assigned to a different location during that day. When an Operator is assigned to a different location, the Company will be required to provide transportation from the Operator's base to the different location and vice-versa, and all time involved will be considered work time and paid at the Operator's regular rate of pay. In the event the Operator assigned to a different location has their own transportation, a minimum of twenty (20) minutes (each way) will be paid the Operator.

**12-20**        **Days Off in Regular Runs.** The Company, in scheduling regular runs, will designate the scheduled days off of each regular run. At least eighty percent (80%) of the runs operated from each station shall provide for consecutive days off.

**12-21**        **Work on Scheduled Days Off.** Regular and extra operators shall be paid at the rate of time and one-half at their regular straight time rate for all work, except charter work, performed on their regularly scheduled days off at the request of the Company or at their own request provided they shall have completed their regularly scheduled work week. An operator who is unable to complete his or her regularly scheduled work week for any of the following reasons, shall be paid such overtime rate for such work performed:

1.        Excused absence for official Union business;
2.        Excused absence for active jury duty;
3.        Excused absence for any reason which in the judgment of the Company is a valid reason for absence and for which the employee has furnished proof to the satisfaction of the Company if asked for such proof by the Company;
4.        Reporting late within thirty (30) minutes after his or her scheduled reporting time, provided that after reporting he or she remains on duty as directed and works a complete scheduled run or eight (8) hours of miscellaneous work;
5.        If an Operator works his/her regular day off before an incident resulting in a suspension, and if all three events (work on regular day off, incident and actual suspension) all occur in the pay period, then the Operator will still get time and a half for working his/her regular day off.
6.        Excused absence for the use of a paid Personal Day under Sections 8-8.2 through 8-8.2(b) or for paid Sick Leave Day under Sections 8-8.1 through 8-8.1(e), except for a paid sick leave day taken the

work day before or the work day after the employee's scheduled day off.

An operator who fails to complete his or her regularly scheduled work week for reasons other than provided above, shall be paid at straight time for work performed on any of his or her regularly scheduled days off until he or she has worked forty (40) hours at straight time pay, excluding overtime worked during the work week. An operator who has completed four of his or her regularly scheduled work days and, on his or her first regularly scheduled day off, completes another regularly scheduled work day, or eight (8) hours of work, will be paid time and one-half for any work performed on his or her second regularly scheduled day off. Holidays shall be considered scheduled days off for regular operators who are not scheduled to work on such days.

Charter work shall be paid at straight time for the first eight (8) hours of such work performed.

**12-21(a)** Regular bus and train operators who on a regularly scheduled day off, have worked a complete scheduled run or a number of hours equal to a normal scheduled work-day, if assigned to a second scheduled run on the same day, shall at the discretion of the Company be relieved therefrom when an extra bus or train operator who has not completed a normal scheduled work day becomes available for assignment to such work.

**12-21(b)** The basis for computing the said payment of time and one-half to regular or extra bus or train operators working on a scheduled day off shall be on the total of platform time, report-time allowance, and travel time if any.

**12-22** **Other Days Off.** Operators desiring for personal reasons a day off, in addition to their scheduled days off, shall so signify their desire by having their names and the day desired entered in a book which shall be maintained by the Company at each station for such purpose. They shall cause their request to be entered in such book not more than five (5) days before, and not later than 12:30 P.M. of the day preceding the day they desire to be off. Such records shall be made in said book in ink or indelible pencil by the Station Clerk. Such book shall be divided into alternate weekly periods; for one week the book shall be opened at 12:01 P.M., and for the other week at 4:01 A.M. The operator whose name appears first on such list for the day specified shall first be privileged to such day off, and other operators shall be privileged to such day off in sequence according to the list in such book. The Company will allow such days off as so selected provided that there are enough other operators available on such days to conduct its operations without curtailment or inconvenience, and the decision of the Company shall be exercised reasonably and fairly. The operators, recognizing that such additional days off are a privilege, agree not to abuse this privilege.

**12-23** **Reporting Sick.** A bus or train operator who is unable to report for duty because of illness or injury shall make a proper report to that effect to his or her Transportation Supervisor, in the case of train operators the Transportation Supervisor or Station Clerk not later than one-half (1/2) hour, before his or her report time. Telephone reports will be accepted if made personally by the operator who is reporting sick, except in extenuating circumstances. If an

operator so reports, he or she will be excused and marked "sick", and the following procedure will apply:

**12-23(a)** A bus or train operator reporting sick before 12:30 P.M., who is scheduled to work on the next calendar day following the day on which he or she reports sick and who expects to be able to return to work on said next calendar day, must not later than 12:30 P.M., on the day on which he or she reports sick, notify his or her Operations Manager, Transportation Supervisor or Station Clerk, of his or her intention to return to work the next day.

**12-23(b)** A bus or train operator reporting sick after 12:30 P.M., who is scheduled to work on the next calendar day following the day on which he or she reports sick and who expects to be able to return to work on said next calendar day, must at the time he or she makes his or her sick report, notify his or her Operations Manager, Transportation Supervisor or Station Clerk, of his or her intention to return to work the next day.

**12-23(c)** A bus or train operator who because of sickness or a scheduled day off does not work on the next calendar day following the day on which he or she reports sick, must before 12:30 P.M. on the day previous to the day on which he or she expects to return to work, notify his or her Operations Manager, Transportation Supervisor or Station Clerk, of his or her intention to return to work on such day.

**12-23(d)** An operator who reports sick and loses more than five (5) scheduled work days from work must comply with the provisions of this Agreement relating to leaves of absence for sickness.

**12-24** Rest. Except in the circumstances stated in paragraph 12-24(b) herein, a regular or extra operator shall be relieved from driving a bus or operating a train as near as practicable to a total of fifteen (15) hours of driving time, but not to exceed fifteen and one-half (15-1/2) hours of driving or operating time in the twenty-four (24) consecutive hours immediately following the time that he or she first commenced to drive a bus or operate a train in any calendar day. The Company shall have the right to refuse a train operator's request to work more than twelve (12) hours of platform time in the twenty-four (24) consecutive hours immediately following the time that he or she first commenced to operate a train in any calendar day.

**12-24(a)** A bus or train operator so relieved within the twenty-four (24) hour period defined in paragraph 12-24 shall be released from all work and shall be off duty for at least eight (8) consecutive hours following his or her release before he or she may again be assigned to work.

**12-24(b)** These provisions shall not apply in the case of delays due to accident or emergency caused by the elements or a cause not known to the Company at the time the bus or train operator commenced work prior to any such delay, nor the Interstate Commerce Commission (ICC) work assignments. ICC rules applicable thereto shall continue in effect.

**12-25**        **Procedure for Picking of Runs.** Schedules of runs, as the same are revised, changed, altered, redesigned or to be re-picked from time to time, shall be posted at the station affected at least twenty-seven (27) days (except in emergencies) before such schedules shall become effective, and in connection therewith there shall be a notice stating the time when picking thereof shall begin, the date when such schedules shall become effective which shall be the third Sunday following the completion of the picking, and the bus and train operators who shall report each day for the purpose of picking or selecting their runs. Operators shall report for picking of runs at their own station in departmental seniority order at the time stated. The number so reporting in any one day at each of the bus stations in the Buffalo Bus Division shall not exceed thirty-five percent (35%) of the total number of runs to be picked. There shall be a minimum of four (4) general pickings of runs at each station or operating division during each calendar year. Except in the case of emergency, the effective dates of such pickings shall be no later than the fourth Sunday in March, the second Sunday in July, the third Sunday in September and the last Sunday in December. Preparatory to the revision of schedules, preliminary meetings for discussion thereof shall be held with Union representatives, which shall be participated in by not in excess of two such representatives from the station affected. Not in excess of two Union representatives shall conduct any picking at each of the stations in the Buffalo Division, and such picking shall be completed within five (5) consecutive days, except that in the case of train operators such picking shall be completed within two (2) consecutive days. For train operators not in excess of one Union representative will participate in the preliminary and regular schedule meeting and shall conduct the schedule picking.

**12-25.1**        **Bus and Train Operators Shall Pick When Notified.** The bus and train operators entitled to pick runs shall promptly do so at the time stated in the aforesaid notice, either personally or through their Union representatives, and shall continue expeditiously and diligently to so pick, all in accordance with their seniority rights.

An Operator shall be placed on inactive status after he or she has been on indefinite sick leave for a period of six (6) months, and shall not be entitled to pick a run until the first scheduled pick after his or her return to active status.

Upon returning to work on active status as an Operator, he or she shall be placed on the extra board in accordance with his or her seniority, until the time of the next scheduled pick.

**12-25.2**        **Regular Operators May Pick Extra Board.** Regular bus and train operators shall be permitted if they desire to pick the extra board rather than a regular run. It is agreed that regular bus and train operators exercising this privilege shall be subject to all rules, regulations, working conditions and rates of pay applicable to extra bus or train operators.

**12-25.3**        **Failure to Pick.** If any bus or train operator entitled to so pick shall fail to do so, either personally or through his or her Union representatives, at the time stated in the aforesaid notice, then the Operations Manager or Transportation Supervisor shall assign him or her to a run or to the extra board. Such assignment by the Operations Manager or Transportation Supervisor

shall be, to the extent possible, as nearly the same as the assignment then currently held by the bus or train operator failing to pick.

**12-25.4**      **Operation of Revised Schedules.** Bus and train operators, upon the effective date of such schedules, shall operate thereunder and shall operate the runs in accordance with such schedules, whether picked by themselves, their Union representatives or assigned in their behalf by their Operations Manager or Transportation Supervisor.

**12-25.5**      **Line Move-Ups.** Whenever a vacancy occurs by reason of termination of employment, bus or train operators of the line affected will be given the opportunity of picking the run thus vacated, beginning with the bus or train operator who immediately follows in point of seniority the bus or train operator creating the vacancy, regardless of the run held at the time. Such picking of runs shall be conducted within a period of one week following the day the run is vacated and will become effective the Sunday following the day on which the picking is completed.

**12-25.5(a)**    **Tripper Move-Ups.** In a manner similar to line move-ups, tripper move-ups will be made on trippers when they are given up or taken away, with the understanding that such move-up will begin with the eligible operator at that Station with the next lowest seniority to the operator vacating the tripper, and only those operators who have a tripper or who requested a tripper in writing at the time of the last regular scheduled picking shall be eligible to participate in the tripper move-up. The move-up will be effective beginning the day after the tripper is given up or taken way, except in unusual circumstances.

**12-25.6**      **Changes After Runs are Picked.** The Company shall have the right to make changes in runs or work which do not affect the operator's starting or finishing time, provided the Union is notified of the change. Changes which affect the starting or finishing times of runs may be made after runs are picked provided the Company discusses the change with the operator accompanied by a Union representative and all agree, except agreement shall not be necessary if the change is the result of a clerical error by the Schedule Department which does not affect the starting or finishing time by more than one (1) hour.

**12-26**        **Line Spacing - Bus Operators.** In lieu of additional running time in the schedules of runs for bus operators from the first Sunday in December to the first Sunday in March, the Company shall space bus lines when, in the opinion of the Company and the designated Union representative, street conditions warrant additional running time. In periods of abnormal weather conditions, the Company shall take necessary steps to assure that no bus operator shall be stubbed or cut on successive trips.

**12-26(a)**    **Line Spacing - Train Operators.** The Company shall have the right to space train operators when in the opinion of the Company conditions warrant.

**12-27**        **Adjustment of Disputes.** In the event that any dispute shall arise between the parties hereto in reference to any action of the Company or by any employee under any of the

foregoing provisions of this Section, it shall be adjusted under the grievance procedure hereinbefore provided. No complaint, controversy or grievance in any respect relating to schedules of runs, shall prevent, interfere with or hinder the picking or assignments under such schedules, or the operation of the runs thereunder. In the event of any such complaint, controversy or grievance, the schedules and the runs thereunder shall nevertheless be operated and performed in accordance therewith, and such complaint, controversy or grievance shall be determined in accordance with the said grievance procedure.

**12-27(a)** If any dispute shall arise as to the application of the foregoing provisions in respect to the physical or mental condition of any employee at any time, then it shall be considered and adjusted under the grievance procedure hereinbefore provided, and if it cannot be so adjusted it shall then be submitted to an impartial physician to be selected by the physician for the Company and the physician designated by the Union, under the procedure, terms and conditions set forth herein in paragraphs 8-7.1 and 8-7.2. The decision of such impartial physician shall be conclusive and binding and the expenses of such impartial physician shall be borne equally by the Company and the Union.

**12-28** **Call-In Minimum.** Bus and train operators who are called into work shall be guaranteed a minimum of two (2) straight time hours' pay.

**12-29** **Required Physical Examinations - 19-A.** Bus and train operators shall be paid for time spent in physical examinations required by Section 19-A of the New York State Vehicle and Traffic Law or by Section 12-2 of this Agreement at straight time rates with a minimum of one (1) hour pay provided the examination is conducted by the Company physician.

**12-30** **Relief Counter-Wrapper Clerks.** The run of a bus operator working as a relief counter-wrapper clerk for an entire work week shall be placed in a hold-down and filled in accordance with past practice for the week. If a holiday falls within such work week the operator shall have the holiday off in the same manner as counter-wrapper clerks. Operators working as relief counter-wrapper clerks shall be paid in accordance with what the operator would have received for his or her run picked, but such operator's regular days off for the week during which he or she is working as a relief counter-wrapper clerk shall be Saturday and Sunday.

**12-31** **Revenue Collection.** The Company shall establish a procedure for Revenue Collection from the rail stations. However, if Revenue Collection from rail stations is to be performed by Company employees, the Company shall establish a procedure for Revenue Collection from the rail stations, and advise the Union in advance of the procedures to be used, which among other things may include using ticket inspectors, train operators or establishing a different job classification in this or a different department. In any event, the Company shall be free to select the individuals for the work, which might only be a piece of an employee's daily work.

**12-32** **Exchange of Work Days in the Same Workweek - Operators, Regular Station Clerks, Ticket Inspectors, Traffic Checkers.** Under the following conditions, a Bus or Train

Operator, Regular Station Clerk, Fare Inspector or Traffic Checker may exchange his/her workday with the workday of another Bus or Train Operator, Regular Station Clerk, Metro Fare Inspector or Traffic Checker at the same station in the same workweek, Sunday through Saturday:

A. The Transportation Supervisor or Operations Manager, or in the case of Metro Fare Inspectors or Traffic Checkers, the employee's direct supervisor must be advised in writing on the appropriate Company form of the precise change of work days no later than 12:30 PM of the day prior to the workday in which the exchange is to take place.

B. Each Operator, Regular Station Clerk, Metro Fare Inspectors or Traffic Checker, who is exchanging workdays, must work all assignments that go along with the workday of the person with whom he/she is exchanging. If either or both Operators, Regular Station Clerks, Metro Fare Inspectors or Traffic Checkers, who are exchanging workdays, have a picked tripper as part of their workday in question, the operator exchanging into that workday must work the picked tripper.

C. There may be no exchange of Sunday work, which pays less than eight (8) hours.

D. Operators on the extra board may only exchange workdays with other operators who have picked the extra board. Regular operators may exchange with Extra Board Operators who have a hold down.

**12-33 Employee's Birthday and Taking One Week of Vacation One Day at a Time - Operators, Regular Station Clerks, Fare Inspectors or Traffic Checkers.** The Union and the Company agree to the following provisions, applicable to bus and train Operators, Regular Station Clerks, Metro Fare Inspectors and Traffic Checkers:

A. With respect to the employee's birthday as described in Section 18-5, it is agreed that Bus and Train Operators, Regular Station Clerks, Metro Fare Inspectors or Traffic Checkers may have the option of converting his/her birthday under Section 18-5 to either a floating holiday or adding such day to the employee's accumulated sick days as follows:

(i) An employee wishing to make such election to have his/her birthday treated as a floating holiday or as an accumulated sick day must notify the Company in writing in the calendar year prior to his/her birthday at the time he/she picks vacation for the next year. An employee not making such election at such time shall have his or her birthday treated as provided in Section 18-5.

(ii) If the bus or train Operator, Regular Station Clerk, Metro Fare Inspector or Traffic Checker timely elects to have his/her birthday to be treated as a floating holiday, he/she must submit his/her request to use such floating holiday at least two weeks in advance of the date he/she wishes to use the floating holiday. The Company will notify

the employee at least 72 hours before the day the employee requests to be off as to whether he/she may take that day as a floating holiday. If the Company is going to permit the use of a floating holiday on any given day and more employees request a floating holiday than the Company will permit off at the particular station, the employees who first request to use the particular day as a floating holiday shall be given preference.

(iii) Any floating holiday not taken in the calendar year in which the employee's birthday falls, shall be paid as per the provisions of Section 18-5 at the end of the calendar year.

(iv) If an Operator, Regular Station Clerk, Metro Fare Inspector or Traffic Checker elects to convert his/her birthday to an accumulated sick day, such election will be effective on the January 1st of the year in which the employee's birthday falls.

B. With respect to Good Friday and the employee's anniversary date of hire, as provided for in Section 18-5, it is agreed that bus and train operators may have the option of converting either or both Good Friday and/or the employee's anniversary date of hire to an accumulated sick day, provided the operator made such election in writing in the prior calendar year at the same time as he/she picks vacation. An employee not making such election at such time shall have Good Friday and/or his/her anniversary date of employment treated as provided in Section 18-5. If an operator elects to convert Good Friday to an accumulated sick day, such election will be effective on the December 31st of the year in which such Good Friday falls, it being agreed that such election may be revoked on or before April 1st, if the Company decides to operate Saturday schedules on Good Friday. If an operator elects to convert his/her anniversary date of hire to an accumulated sick day, such election will be effective January 1st of the year in which such anniversary date of hire falls. An operator electing to convert Good Friday to an accumulated sick day who is then not scheduled to work on Good Friday shall have Good Friday off without pay.

C. A bus or train Operator, Regular Station Clerk, or Metro Fare Inspector may elect to take one of the vacation weeks, to which he/she is entitled, one day at a time, provided:

(i) The employee makes his/her election to take one week of vacation one day at a time, at least four (4) weeks prior to the vacation picking for the calendar year in which the employee is entitled to take such vacation.

(ii) The employee has at least five (5) years of service with the Company by the date the employee is required to make his/her election.

An employee so electing to take one week of his/her vacation one day at a time may not take more than two days of such vacation in any one week. The employee must give the Company at least fourteen (14) calendar days' notice prior to the day he/she wishes to take a single vacation day. The Company will notify the employee as to whether he/she may

take the requested day at least 72 hours prior to the day in question. If there are a greater number of employees requesting a particular day as a single day of vacation than the quota permits for that day at that station, the employee who first requested that particular day as a vacation day shall be given preference.

In the year prior to the vacation year in question, once the election for single day vacations have been made, the Company will adjust its quotas for regular vacation weeks accordingly and will then establish quotas for single day vacations at each station.

Single vacation days must be taken within the calendar year in which the employee is eligible to take vacation. If, by December 1, the employee has not designated the use of all of his/her single vacation days, such employee will be paid in the second pay period of December for any unused single vacation days.

D. It is agreed that the Company or the Union shall have the right any time after the first calendar year in which the provisions of subparagraphs A and C above applied to cancel all of the provisions of either subparagraphs A or subparagraph C or both by giving the other party written notice of such cancellation and the provisions so cancelled shall be deemed automatically deleted from the contract and shall be null and void and of no further effect, provided the Company or the Union has given two (2) weeks' notice prior to the notice of cancellation to the other party of the consideration of such cancellation. Upon such notice, the Company and the Union will meet to discuss any and all problems associated with this Section and to make every attempt to resolve such problems. The notice of cancellation must be given prior to the date for the employee elections contemplated by subparagraphs A and C above in order for such cancellation to be effective for the next calendar year. If the Company or the Union cancels the provisions of both A and C above, then the provisions of Section 12-13.1, as in effect in the Collective Bargaining Agreement that expired July 31, 1990, shall be substituted for the provisions of Section 12-13.1 of the current Collective Bargaining Agreement effective the January 1st following the last year for which employees could make the elections contemplated by subparagraphs A and C above.

**12-34**        **220 Work Day Requirement.** For purposes of meeting the two hundred twenty (220) work day requirement for benefits or uniform allowances, full-time operators who accept extra work assignments in a work day, paying at least two (2) hours, will be credited with a day's work for such work up to a maximum of two (2) days per week.

**12-35**        The Company will provide lockers at all locations for full time operators for the storage of work related equipment when not in use.

**SECTION 12-A – PROVISIONS RELATING  
EXCLUSIVELY TO METROLINK**

**Metro Link Agreement**

The operation of MetroLink services is a vital component of Metro's provision of transit services. The MetroLink service will not jeopardize the job security of Metro fixed-route-full-time employees or the present and future integrity of the bargaining unit. To those ends, the parties agree as follows:

It is agreed that Metro can operate MetroLink service;

If at any point it is determined that the number of fixed route revenue vehicle hours expected to be operated by Metro will be less than the Minimum Service Level (as defined herein), Metro will convert MetroLink service (excluding ParaTransit) to regular Metro Fixed route service in the amount necessary to reach the Minimum Service Level. This conversion may include the operation of a small transit vehicle by a fixed route Metro operator. If all MetroLink service (excluding ParaTransit) has been converted and the Minimum Service Level has still not been achieved, no new MetroLink service (excluding ParaTransit) may be operated until such time as sufficient new Metro fixed route service has been created to achieve the Minimum Service Level.

The Minimum Service Level shall be defined as the number of fixed route revenue vehicle hours not less than 687,569 which is 95% of the corrected Metro (Big Bus) fixed route revenue hours reported to New York State in the 17-A Report for the fiscal year ending 2000.

The figure of 687,569 hours does not include rail service. It is agreed that if there is a shutdown of rail service, Metro bus will exclusively replace rail service. All Metro bus revenue vehicle hours necessary to replace rail service will be added to the Minimum Service Level.

The number of MetroLink operators will not exceed twenty percent (20%) of the number of full-time fixed route Metro operators (subject to Par.5).

No existing fixed route service may be converted to MetroLink. Metro will have full discretion in the design and operation of MetroLink Services.

MetroLink operators will not be permitted to operate fixed route service. If Metro deems it necessary, fixed route operators may be asked to work MetroLink service. If this situation arises, fixed route operators who are asked by the Company to work MetroLink service and who accept such offer, shall be paid at their regular fixed route rate while operating MetroLink service.

METROLINK will consist of:

1. All new open to the public transit service that;
  - a. Is funded whole, in part, or bid on by NFTA/Metro, including Amherst Shuttle Project (a.k.a. NY West Express)
  - b. Utilizes small transit vehicles (STV's) with a seating capacity of no more than 24. The seating capacity is arrived at through the following process: the manufacturer's maximum

seating capacity of X amount, less the seats lost to achieve ADA compliance (wheelchair lift or ramp devices and at least two (2) accommodations for wheelchair positions), less the seating that must be removed or relocated to accommodate such standard Metro equipment as fare box and radio equipment boxes.

As an example, a vehicle has a manufacturer's maximum seating capacity of 29 seats. However, since that seating capacity is for a vehicle without wheelchair accommodations, it is ordered with a wheelchair lift or ramp and at least two (2) wheelchair tie down positions. The vehicle is also modified to accommodate the installation of Metro's fare box and radio/electronic equipment boxes. This results in a vehicle with 24 seats that is Metrolink compliant, as illustrated below.

Manufacturer's maximum seating capacity = 29

Installation of wheelchair lift by manufacturer causes the loss of 2 seats = -2

Installation of flip up seats to allow for wheelchair positions locations = -2

Installation of fare box and radio boxes causes loss of 1 seat = -1

Seating capacity is then:

1. 29 Maximum seating capacity
  2. -2 Remove 2 seats for wheelchair lift
  3. -2 Reconfigure for flip up seats
  4. -1 Remove seat for fare box
- 24 Seating capacity defined as fixed seats and flip-ups

- c. All trolleys in use as of the signing of this Agreement shall be considered Metrolink vehicles.
2. All ParaTransit access line work including night and weekend service (service restricted to eligible individuals as defined by the Americans with Disabilities Act).
- a. MetroLink operators will be considered full time subject to terms and conditions of this agreement and all sections of the Metro agreement unless otherwise stipulated.
  - b. All portions of Section 12 (except Sec. 12-3.1) apply to MetroLink operators.
  - c. All maintenance and repairs on all MetroLink vehicles leased or owned by NFTA and NFTA Metro Systems Inc. will be exclusively performed by members of Metro ATU Local 1342, with the understanding that regular warranty work (standard manufacturers or 3 years/36,000 miles, whichever is less), may be performed by members of ATU Local 1342 or, at the Company discretion, a service provider designated by the vehicle supplier. No extended warranties will be purchased for any MetroLink vehicle.
  - d. All MetroLink clerical, including station clerical will be exclusively performed by members of Metro ATU Local 1342, clerical department.

e. MetroLink operators will be subject to the following wage progression:

**METROLINK OPERATORS – INITIAL EMPLOYMENT**

1. First twelve (12) months after qualification = sixty percent (60%) Metro Top Rate.
2. Second twelve (12) months after qualification = sixty five percent (65%) Metro Top Rate.
3. Twenty-four (24) months after qualification = seventy percent (70%) Metro Top Rate.
4. Once a MetroLink operator successfully bids on a fixed route bus operator position, all months of service worked as a MetroLink operator will count toward wage progression as defined in Section 12-3.1.

	<u>8/1/06</u>	<u>8/1/07</u>	<u>8/1/08</u>
0-12 months	12.21	12.58	12.96
12-24 months	13.23	13.63	14.04
24 and over	14.24	14.67	15.11

5. The number of MetroLink operators will at no time exceed twenty percent (20%) of full-time Metro operators. Metro is hereafter defined to be Metro full time operators working full-time fixed route service as currently defined in Section 12 of the 1996 Collective Bargaining Agreement (CBA).
6. When the number of MetroLink operators exceeds twenty percent (20%) of the number of Metro operators the following will apply:
  - a. The MetroLink operators in excess of twenty percent (20%) will be promoted to Metro full time status.
  - b. The MetroLink work created by said excess will be operated by Metro operators and picked at the next Metro sign-up.
7. MetroLink drivers will be given preference in bidding on all open Metro Fixed route operator positions.
8. In the event of layoff, full-time Metro employees represented by ATU will be allowed to bump into MetroLink or ParaTransit positions, without loss of pay and/or benefits, provided they are unable to bump to other Metro jobs. Such employees must return to their former Metro position if recalled. All negotiated Metro benefits under the parties then current CBA, including pay increases, will apply to these displaced employees. The

layoff of MetroLink operators will not result in the application of Section 12B – 4.3 of the current Collective Bargaining Agreement.

Laid off MetroLink operators have the right to bump to part-time status and will go to the top of the part-time seniority list. MetroLink operators retain the right for recall to MetroLink positions while in part-time status and may bid on other Metro positions under the provisions of 10-13 of the Collective Bargaining Agreement.

9. Pension Contributions - For each MetroLink operator, the Metro pension contribution will be based on the maximum full time operator rate.
10. The time allocated for picking will be the same as for part-time work: 30 operators per day.
11. Employees from MetroLink who bid into Metro fixed route will not serve a probationary period. Attendance record will carry forward.
12. NOTE: See memorandum of understanding (MU) between Niagara Frontier Transit Metro Systems and Amalgamated Transit Union Local 1342 regarding status of the retiree (below).

The parties hereby agree to the following:

- a. All MetroLink employees now and in the future will be full time employees with the exception of the one retired driver presently working for MetroLink. The present retiree who is part-time will not be allowed to convert to full-time status.
  - b) Due to problems relating to ATU Local 1342 pension, no ATU retiree will be rehired to any ATU represented job, now or in the future.
13. A voluntary vanpool is a non-traditional transportation service in which up to 15 individuals utilize a Metro or other van to commute between their homes and a common workplace destination, which may involve several nearby employers. Membership in a voluntary vanpool is by pre-arrangement only; members pay a monthly fee except the fee is waived for the driver-member. The number of Metro-sponsored voluntary vans is limited to a maximum of 15 vans. In the event of a layoff within Metro Link, all voluntary vanpools will be discontinued.

**SECTION 12-B - PROVISIONS RELATING  
EXCLUSIVELY TO PART-TIME BUS AND TRAIN OPERATORS**

**12-B-1**        **Employees Covered by Section.** The provisions of this Section shall become effective August 1, 1993 and shall apply only to part-time bus operators and part-time train operators.

**12-B-1.1**      **Definition.** A part-time bus or train operator is defined as a person who is employed by Metro on a continuing basis whose assignments will consist of weekend and holiday work only, and who is guaranteed two (2) hours' straight-time pay whenever called into work, or pay for hours worked, whichever is greater.

**12-B-1.2**      **Work Assignments.** Part-time operators shall be used exclusively for the purpose of working weekend and holiday assignments, the work and location of which shall be at the discretion of the Company.

**12-B-2**        **Straight-Time Hourly Rates of Pay for Part-Time Bus and Train Operators.** After qualification as a Part-Time Bus and Train Operator, the maximum straight time hourly rates of pay of part-time bus and train operators shall be 70% of the maximum straight time hourly rate of full-time regular operators.

During the qualification period, part-time operators shall be paid seventy-percent (70%) of the top part-time rate which is: (Effective 8/1/06 - \$9.97; 8/1/07 - \$10.27; 8/1/08 - \$10.58).

Until ninety-six (96) months of service following the employee's qualification as a part-time bus or train operator, such part-time bus or train operators shall be paid the following percentages of the maximum hourly rate for part-time bus and train operators during the following periods of time after qualifications.

After Qualification:

0 to 24 months following qualification	75% of full rate
24 to 48 months following qualification	80% of full rate
48 to 72 months following qualification	85% of full rate
72 to 96 months following qualification	90% of full rate
96 months and over following qualification	100% of full rate

The aforesaid periods relate to service of part-time operators with the Company after they qualified for employment with the Company by satisfactorily completing their training periods.

By applying the above provisions for the duration of this Agreement, the following chart is the applicable rates of pay for part-time operators following qualification as a part-time operator:

<u>EFFECTIVE</u>	<u>8/1/06</u>	<u>8/1/07</u>	<u>8/1/08</u>
<b>Length</b>			
0 - 24 months	\$ 10.68	11.00	11.33
24 - 48 months	\$ 11.39	11.74	12.09
48 - 72 months	\$ 12.11	12.47	12.84
72 - 96 months	\$ 12.82	13.20	13.60
96 months	\$ 14.24	14.67	15.11

**12-B-3 Daily Hours.** The Company may establish a daily limit on the hours worked by part-time operators.

**12-B-4.1 Limits on Employment of Part-Time Operators.** The use of part-time bus and train operators shall not cause the layoff of regular bus and train operators. Part-time operators will be hired as a result of normal attrition of full-time operators for reasons other than discipline.

**12-B-4.2** During the time the Company employs part-time operators, all full-time bus or train operators who are discharged by the employer will be replaced by a full-time operator within a period of four months from the date of termination.

**12-B-4.3** No full-time operators shall be laid off while part-time operators are employed. No part-time operator shall be placed in service until ALL full-time operators who were laid off have been offered recall.

**12-B-5 Full-Time Operators Performing Part-time Assignments.** Part-time operators may not work full-time operator assignments, except by agreement between the Union and the Company. If agreed to by the Union and the Company, full-time operators may work part-time assignments, but full-time operators will not be entitled to work such assignments.

**12-B-6 Sporting Events.** Full-time bus and train operators will be given priority for all "football work" and "hockey work" that becomes available on weekends or holidays.

**12-B-7 Procedure For Picking of Work.** Part-time operators will pick their assignments separate from full-time operators, but during the same time period based on seniority, not less than four (4) times per year. Seniority will be established based on the date of qualification.

**12-B-8 Pieces of Work Performed by Part-Time Operators.** The pieces of work performed by the part-time bus and train operators shall not count or be included in the

computation of various percentage limitations or requirements called for by this Agreement, including, but not limited to, the provisions of this Section 12-9 and all of its subsections and paragraphs.

**12-B-9**        **Work Obligation.** Any part-time bus or train operator who was offered at least two hundred (200) hours of work and who did not actually work at least two hundred (200) hours in any given calendar year may be separated by the Company from the employ of the Company, but may be rehired by the Company.

**12-B-10**       **Information For The Union.** A list showing the number of hours worked and what assignments worked by part-time operators will be made available to the Union on a weekly basis. A seniority list for part-time operators will be made available to the Union on a monthly basis.

**12-B-11**       **Promotion to Full-Time Operator Position.** After completing the bidding required by Section 10 of this Agreement, any new, unfilled full-time bus and train operator positions will be offered to qualified part-time operators, provided there are a sufficient number of qualified applicants. Seniority shall determine the order of selection provided that the part-time operators are qualified and have completed six (6) months of service immediately preceding their transfer to full-time status.

**12-B-11.1**     A part-time operator who accepts employment as a full-time operator shall, for all purposes, accrue service seniority only from the date hired as a full-time operator and shall be paid as if hired on the date they were placed into full-time status.

**12-B-11.2**     It is understood that within sixty (60) days from a part-time operator's qualifying as a full-time operator, the employee may exercise an option to return to part-time status. In addition, the Company may exercise an option to return the employee to part-time status. In the event the employee exercises his or her option to return to part-time status, said employee will, for the purpose of being afforded full-time status at a future date, revert to the bottom of the part-time seniority list.

**12-B-11.3**     Part-time Operators will have first preference, by seniority, to Helper and Porter positions not filled by full-time employees.

**12-B-12**       **Transportation.** Part-time operators shall be provided free transportation on the lines of the Company provided that the operator is in uniform.

**12-B-13**       **Uniforms.** Part-time operators shall be required to wear the prescribed uniform while working. Part-time operators will be issued a voucher equivalent of two (2) uniform shirts and one (1) pair of uniform pants at the time of qualification and annually thereafter.

**12-B-14**       **Other Provisions of This Collective Bargaining Agreement.** Except as specifically provided in this Section 12-B, none of the provisions of this Collective Bargaining

Agreement or any other agreement between the Company or the Union shall apply to part-time operators or their work.

**12-B-14.1**     **Section 12.** To the extent provided below, the following are the only provisions of Section 12 which shall be applicable to the part-time bus and train operators or their work.

- Section 12-2 (Qualification and Requirements for Train Operators Under Vehicle and Traffic Law)
- Section 12-5 (Report Time Allowances) shall apply to part-time bus and train operators, except that paragraph 12-8 shall have no application and the allowance shall be paid at the straight-time rate applicable to part-time bus and train operators.
- Section 12-27 (Adjustment of Disputes)
- Section 12-29 (Required Physical Examination - 19A)

**12-B-14.2**     **Other Collective Bargaining Agreement Provisions.** To the extent applicable, part-time bus and train operators shall be covered under the provisions in this agreement dealing with:

- Section 1 - Objective
- Section 3 - Union Security
- Section 6 - Court and Other Duties
- Section 9 - No Lockouts
- Section 10 - Seniority
- Section 11 - Discipline, Grievances & Arbitrations
- Section 19 - Working Conditions, Practices, etc.
- Section 20 - Changes in Renewal Agreement
- Section 21 - Duration & Renewal
- Section 22 - Successors & Assigns of the Company

Section 18-2 shall apply to part-time bus or train operators.

No other section or provision of this Agreement shall be applicable to part-time bus and train operators, except as specifically provided for in this Section 12-B.

**12-B-15**     **Extra Bus and Train Part-Time Operators' Guarantees, Reports and Allowances.**

**12-B-15.1**     Daily Guarantee. Extra bus and train part-time operators shall be guaranteed eight (8) hours pay per day at their regular straight-time hourly rate provided they shall have made all reports as directed.

**12-B-15.1(a)** Pay for work performed in excess of a run or eight (8) hours of other work in any of such days shall not be included in computing guarantee wages due such part time bus or part time train operators.

**12-B-15.2** Metro shall determine the number of part-time operator extra board assignments. Such assignments may be allocated to Saturday assignments, Sunday assignments and Saturday/Sunday assignments for picking purposes.

**12-B-15.3** Holiday Work. In a manner similar to the procedure established for the regular bus and train operators, extra bus and train part-time operators who are scheduled to work on Sundays shall work on holidays on which Sunday schedules are operated. In a manner similar to the procedure established for regular bus and train operators, extra bus and train part-time operators who are scheduled to work on Saturdays, shall work on holidays on which Saturday schedules are operated.

**12-B-15.4** Reports. An extra bus or train part-time operator shall not be held longer than three and one-half (3 1/2) hours on his or her first report.

**12-B-15.4(a)** An extra bus or train part-time operator required to make a second report in a day and who is not assigned work during such report, shall not be held longer than three and one-half (3 1/2) hours or shall be released after eleven and one-half (11 1/2) consecutive hours computed from the time of his or her first report, whichever occurs first.

**12-B-15.4(b)** Part time extra operators to receive the minimum eight (8) hour guarantee shall report twice daily within a twelve (12) hour spread (i.e. twelve (12) hours from time of first report).

Any time worked by part-time extra operators after a twelve (12) hour spread, will be paid at the time and one-half rate and the half-time portion of such pay will not be applied toward the operator's daily guarantee.

If an operator makes such a request, the Company will use its best efforts to so relieve the operator as close to the twelve (12) hour point as possible, which efforts shall include requesting other operator overtime and, if necessary, an all-call. Until relieved, the part-time extra operator must complete the assigned work.

**12-B-15.4(c)** Pay for work performed by an extra bus or train part-time operator before or after the completion of his or her regularly scheduled reports or work assignments shall not be included in computing his or her daily guarantee.

**12-B-15.5** **Optional Report - Extra Part-Time Operators**. Extra part-time operators who finish their day's work after 9:00 pm shall have the privilege of an optional report, that is, if they so desire and so inform the Station Clerk in the prescribed manner, they will be excused from reporting for an assignment before they shall have been off duty at least nine (9) hours. If an

Operator takes an optional report, the new report time on the next day will be at least nine (9) hours from the finish time of the work assignment he or she is working, but no later than twelve (12) hours from the part-time Operator's finish time.

**12-B-15.6** Part-time operators may only work extra board work which originates from the station which the lines are assigned during the weekday.

- Ex. Cold Springs to Cold Springs work  
Babcock to Babcock work  
Frontier to Frontier work  
Rail to Rail work

**12-B-15.7** Open part-time work will be filled in the order as follows:

- a. Part time extra board
- b. Part time crumb list
- c. Part time all call (providing can be worked in its entirety)
- d. Full time crumb list
- e. Unlimited part time call list
- f. Full time all call (providing can be worked in its entirety)
- g. Full time call list

### **SECTION 13 - PROVISIONS RELATING EXCLUSIVELY TO MAINTENANCE EMPLOYEES**

**13-1** **Employees Covered by Section.** The provisions of this Section shall apply only to full-time employees in the Operating and Maintenance Unit and Porters who are employed in the Shops and Garages or in the Rail Stations.

**13-2.1** **Job Classifications and Rates of Pay.** The classifications of employees in the Shops and Garages and Porters, and the straight-time hourly rates of pay of the employees in such classifications are and shall be as follows for the term of this Agreement, August 1, 2006 through July 31, 2009.

The Company shall have the right to establish such other job classifications as necessary. The rate of pay shall be equal to the current classification most similar to the job content of such new jobs. Entitlement to allowances and other items under this Agreement, which depend upon the classification, shall be determined by the needs and duties of the job as set forth in the Job Description as prepared by the Company.

<b>Classification</b>	<b>8/1/06</b>	<b>8/1/07</b>	<b>8/1/08</b>
Leader	22.07	22.74	23.42
Mechanic Special	21.68	22.33	23.01
Mechanic "A"	21.22	21.86	22.51
Mechanic "B"	20.35	20.96	21.59
Booker-Clerk	20.35	20.96	21.59
Sign & Loop Man	20.35	20.96	21.59
Mechanic "C"	19.94	20.54	21.16
Material Expediter	19.94	20.54	21.16
Helper with Tools	19.85	20.45	21.06
Truck Driver	19.85	20.45	21.06
Vault Transp. Dr.	20.42	21.04	21.67
Helper (Before 8/25/83)	19.74	20.33	20.94
Helper (8/26/83 - 10/31/87)	18.61	19.17	19.74
Helper (After 10/31/87)	16.83	17.33	17.85
Porter (Hired After 8/1/84)	15.76	16.23	16.72
Porter (Hired Before 8/1/84)	16.42	16.92	17.42

New employees hired on and after November 1, 1987 shall receive the following percentage of the hourly rate of the job in which they are performing work during the following periods of time up to forty-eight (48) months from the date of hire:

0 to 12 months following first day of employment	75% of hourly rate
12 to 24 months following first day of employment	80% of hourly rate
24 to 36 months following first day of employment	85% of hourly rate
36 to 48 months following first day of employment	90% of hourly rate
48 months and over following first day of employment	Full rate of job being performed

New employees hired on and after December 16, 1996 in all positions except Mechanic A, Specialist and Leader, shall receive the following percentage of the hourly rate of the job in

which they are performing work during the following periods of time up to sixty (60) months from the date of hire:

0 to 12 months following first day of employment	60% of hourly rate
12 to 24 months following first day of employment	65% of hourly rate
24 to 36 months following first day of employment	70% of hourly rate
36 to 48 months following first day of employment	75% of hourly rate
48 to 60 months following first day of employment	85% of hourly rate
60 months and over following first day of employment	Full rate of job being performed

When it is determined by Metro to fill vacancies in Mechanic A, Specialist and Leader positions, the procedure will be as follows:

1. Persons who were full-time Metro employees covered by this Agreement as of 12/16/96, will be governed by CBA job filling, new hire progression and trial period/testing requirements in effect as of that date.

2. Paragraph 2 applies if the position is not filled under Paragraph 1. Persons who were not full-time Metro employees covered by this Agreement as of the date the contract is signed, will be governed by revised job filling and progression requirements. The vacant position will be awarded to the most senior current employee (or new hire selected by Metro, if no current employee applies) who passes the required advance comprehensive skills test for that position.

A person who passes the advance comprehensive skills test and is awarded the position will be subject, if applicable, to a four-year progression for new hire employees as listed below and to existing trial period/rate testing procedures.

Zero to 12 months following first day of employment	75% of hourly rate
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12 to 24 months following first day of employment	80% of hourly rate
24 to 36 months following first day of employment	85% of hourly rate
36 to 48 months following first day of employment	90% of hourly rate
48 months and over following first day of employment	Full rate of job being performed

**13-3** Scheduled Work-Week and Work-Day; Overtime Provisions.

**13-3.1** The scheduled work-week, work-day and overtime provisions shall be as follows:

**13-3.1(a)** Work-Day: Eight (8) hours - five (5) days per week

**13-3.1(b)** Work-Week: Forty (40) hours

**13-3.1(c)** **Overtime Pay:** Time and one-half at regular hourly rates for hours worked in excess of eight (8) hours per day. Time and one-half shall not be paid twice for the same overtime hours.

**13-3.1(d)** **Shift Differential:** An employee whose scheduled work assignment is a second shift will be paid a shift differential of fifty cents (.50) per hour for all work performed during such second shift. An employee whose scheduled work assignment is a third shift will be paid a shift differential of seventy five cents (.75) per hour for all work performed during such third shift. An employee, whose scheduled work assignment includes a shift differential at the time of taking any vacation, holiday and personal leave, shall have such vacation, holiday and personal leave pay include the applicable shift differential.

**13-3.1(e)** **Scheduled Work-Week and Work-Day; Overtime Provisions.** An employee whose regularly scheduled (picked) work assignment is other than a second or third shift and who is assigned to and completes a full work day of a second or third shift (including a full shift of snow overtime work) will be paid the applicable shift differential for such work day for the hours worked during such second or third shift. Such employee called in less than eight hours before the start of his or her regular shift to perform snow work during the second or third shift shall be paid the shift differential for all hours worked up to the start of his or her regularly scheduled shift, provided the employee performs work up to the start of his or her regularly scheduled shift and completes his or her regularly scheduled shift.

The term "second or third shift" in this subsection is agreed to mean the following scheduled workday assignments:

	<u>2nd Shift</u>	<u>3rd Shift</u>
Shop Employees	3:00 P.M. to 11:30 P.M.	11:00 P.M. to 7:30 A.M.
Garage Employees	3:00 P.M. to 11:30 P.M. -or- 4:30 P.M. to 1:00 A.M. -or- 5:30 P.M. to 2:00 A.M.	11:30 P.M. to 8:00 A.M. -or- 12:30 A.M. to 9:00 A.M. -or- 4:00 A.M. to 12:30 P.M.

Employees who pick jobs designated "As Assigned" are considered first shift (day shift) personnel except when assigned to a second or third shift in accordance with present practice, and when so assigned shall be paid the applicable shift differential for the hours worked during such second or third shift.

The Company shall have the right to establish different shift hours for the various employees working out of the Rail Shops, subject to the Union's approval, which will not be unreasonably withheld.

First shift (day shift) employees who perform work before or after the scheduled starting or completion time of their regularly picked shift will be paid at overtime rates for the time in excess of their normal hours of work, however, they will not be entitled to shift differential pay.

**13-3.2**        **Scheduled Days Off.** The Company will make all reasonable efforts to schedule consecutively the days off of employees during their five-day work-week, provided such scheduling of days off is consistent with the efficient operation of the Company's business.

**13-4**        **Employees Called Back to Work after Completion of Regular Day's Work.** Employees who have completed their scheduled day's assignment and have left their place of employment and are thereafter called back to work shall be paid at the rate of time and one-half, but the amount so paid shall not be less than the equivalent of five (5) hours' pay at straight time.

If an employee is called in to work prior to the start of his or her shift, he or she will be paid at the rate of time and one-half (1-1/2) for the hours prior to regular starting time, but the amount paid for that time period shall not be less than the equivalent of five (5) hours' pay at straight time.

Employees who have added to their schedule (prior to the end of their previous work day) a report prior to their regular starting time, shall be paid at a rate of time and one-half (1-1/2) for

the hours prior to their regular starting time, but the amount for such time shall not be less than the equivalent of three (3) hours' pay at straight time.

Employees who are on property before their regular scheduled starting time and who are requested by the Company to begin work before that starting time, shall be paid at the rate of time and one-half (1-1/2) for the hours before that starting time, but the amount so paid shall not be less than the equivalent of three (3) hours' pay at straight time.

Selection of the employee to perform work on a scheduled basis prior to the start of their regular scheduled shift, shall be done by using the overtime list for the employees on the shift to which the overtime is attached. Any employee accepting overtime work as set forth in the conditions above, shall be dropped on the overtime list in accordance with the overtime procedure.

Employees who refuse a scheduled overtime assignment or employees who refuse overtime when they are on property prior to the start of their work shift, will not be dropped on the overtime list.

**13-5**            **Overtime Lists.** Continuous, rotating overtime lists shall be maintained in the Maintenance Department as follows:

**13-5.1(a)**

Garages:

First Group

Leaders  
Mechanic Special  
Mechanic "A"  
Snow Work  
Who have necessary licenses

Second Group

All other  
classifications

Third Group

Includes  
H.W.T. to Leaders  
Who have necessary licenses

**13-5.1(b)**

Bus Shops:

First Group

Leaders  
Mechanic Special  
Mechanic "A"  
Snow Work

Second Group

All other  
classifications

Includes all employees above Helper,

who have necessary licenses

**13-5.1(c)**

Rail Shops:

First Group

Communication

Second Group

Way and Structure

Third Group

Train Control

Fourth Group

Fare Collection

Fifth Group

Power

Sixth Group

Rail Car

Seventh Group

All Helpers & H.W.T.

Snow Work includes all employees

above Helper, who have

necessary licenses

**13-5.1 (d) Special Shop Overtime List.** If the overtime list for the Shops (Unit Change, Machine Shop, Body Shop) is exhausted, then the Company may make use of an overtime list from any of the Bus Garages. The Bus Garage list to be used will be the Group 1 Overtime List. The Company will select which of these Group 1 lists, if any, are to be used.

**13-5.1(e) Snow Work Overtime Lists.** The "Snow Work" continuous rotating overtime lists will be maintained at each location from October 15th to April 15th. As of October 15th each year the "Snow Work" overtime lists as in effect as of the previous April 15th will be used. The "Snow Work" overtime list will be open to all employees above Helper who possess the appropriate driver's license. Employees will be selected for "Snow Work" overtime from the "Snow Work" overtime list in the following order:

1. First, the Company, starting at the top of the "Snow Work" overtime list, will contact those employees who are not then working but who are available for snow work. It is agreed that if an employee is next on a "Snow Work" overtime list and is also within two (2) hours of completing his or her regular shift, then he or she shall be considered available for snow work and shall be asked.

2. After exhausting the procedure outlined in paragraph 1 above, the Company shall next ask the employee highest on the "Snow Work" overtime list who is currently working any part of his or her regular shift.

3. After exhausting the procedures outlined in paragraphs 1 and 2 above, the Company may then call any qualified employee who has the appropriate driver's license.

**13-5.2**        **Sign-Up.** New entrants to any overtime list will be placed at the bottom of the applicable overtime list as of the day of their written request to be added to the overtime list. An employee who has requested to be removed from the overtime list may only return to an overtime list as of the first day of the month following his or her written request and such employee shall be added to the bottom of the applicable overtime list. If on any day more than one employee is added to any overtime list, such employees will be added to the bottom of the overtime list at each location in departmental seniority order.

**13-5.3**        **Rotation on List.** An employee who works two and one half (2 ½) hours of overtime or more on any one (1) occasion shall have his or her name moved to the bottom of that overtime list. The same provisions for rotation to the bottom of that overtime list as provided above shall be applicable to all overtime lists.

**13-5.4**        **Time and One-Half.** Time and one-half shall not be paid twice for the same overtime hours except in the event that overtime work is assigned improperly. In such case the employee who should have performed the improperly assigned work will be paid time and one-half if he or she would have received time and one-half for performing the work.

**13-5.5**        **Failure to Work Regular Shift.** An employee who books sick for all or part of his or her regular shift shall not be entitled to any overtime until he or she next reports to work on his or her regularly assigned shift. It is agreed that with respect to an employee who leaves work before the end of his or her shift by booking sick shall not be entitled to any overtime for which he or she has already been assigned (his or her name has moved to the bottom of the overtime lists) which falls between the day of the incomplete shift and the day the employee next reports for his or her regularly scheduled shift.

**13-5.6**        **Maximum Daily Overtime:** No employee shall be permitted to work more than sixteen (16) hours in any twenty-four (24) hour period. In determining whether an employee is working or has worked more than 16 hours in a 24-hour period, lunch breaks, whether paid or unpaid, will not be counted. If this results in an employee not being permitted to work part of his or her regularly scheduled shift, the employee shall be excused, without pay, from such time on his or her regular shift to the extent necessary to comply with this section. Further, any employee who is passed over on one or more of the overtime lists, by reason of this rule, will not drop on the list(s).

Any overtime work that becomes available as a result of the application of this section will only be filled by a member of the ATU bargaining unit by using all established lists including those for lower classifications. Exception: application of list for filling supervisory overtime at the bus garages, rail and shop locations.

**13-6**            **Travel Time.** Employees assigned to a definite location of the Company for work and temporarily assigned to another Company location, if required to travel from their regular place of work to a place of temporary assignment, shall be paid their regular hourly rates while actually so traveling over the most expeditious route.

**13-6(a)**            However, no "travel time" shall be paid to employees whose regular work requires them to report at varying places from time to time.

**13-7**            **Work on Scheduled Days Off.** Employees shall be paid at the rate of time and one-half at their regular straight time rate for all work performed on their regularly scheduled days off at the request of the Company or at their own request provided they shall have completed their regularly scheduled work week. An employee who is unable to complete his or her regularly scheduled work week for any of the following reasons, shall be paid such overtime rate for such work performed:

1.        Excused absence for official Union business;
2.        Excused absence for active jury duty;
3.        Excused absence for any reason which in the judgment of the Company is a valid reason for absence and for which the employee has furnished proof to the satisfaction of the Company if asked for such proof by the Company;
4.        Reporting late within thirty (30) minutes after his or her scheduled reporting time, provided that after reporting he or she remains on duty as directed and works a complete scheduled run or eight (8) hours of miscellaneous work;
5.        Disciplinary suspension, except for a disciplinary suspension for missing or absenteeism;
6.        Excused absence for the use of a paid Personal Day under Sections 8-8.2 through 8-8.2(b) or for paid Sick Leave Day under Sections 8-8.1 through 8-8.1(e), except for a paid sick leave day taken the work day before or the work day after the employee's scheduled day off.

An employee who fails to complete his or her regularly scheduled work week for reasons other than provided above, shall be paid at straight time for work performed on any of his or her regularly scheduled days off until he or she has worked forty (40) hours at straight time pay, excluding overtime worked during the work week. An employee who has completed four of his or her regularly scheduled work days and, on his or her first regularly scheduled day off, completes another regularly scheduled work day, or eight (8) hours of work, will be paid time

and one half for any work performed on his or her second regularly scheduled day off. Holidays shall be considered scheduled days off for regular employees who are not scheduled to work on such days.

**13-7(a)** Time and one-half paid to such employees so working on any scheduled day off shall not be paid on any time on which time and one-half shall have been previously paid.

**13-8** **Cancellation or Curtailment of Work.** In the event of temporary cancellation or curtailment of work, which cancellation or curtailment does not continue for more than three (3) days, resulting from emergencies due to a shortage of material or equipment, or to breakdowns, snow storms, floods, or other extra ordinary weather conditions, or by reason of a fire or other catastrophe resulting in the closing of their regular place of work, or a substantial part thereof, for not more than three (3) days, the employees (other than part-time employees and employees who do not now normally work during the period of inclement weather) shall be paid at their straight-time hourly rates for the hours when their work is so cancelled or curtailed; provided --

**13-8(a)** No payment in any such event shall be made for more than three (3) days and, during such three (3) days, payment shall be made only to employees who report on time for their scheduled work and remain on duty during the period thereof, unless excused, and during such period perform duties as they are reasonably capable of performing and which may be assigned to them by the Company. No payment shall be made in the event of any cancellation or curtailment of work continuing for more than three (3) days.

**13-9** **Reporting Sick.** An employee who is unable to report for duty because of illness or injury shall make a proper report to that effect to his or her Supervisor not later than one-half (1/2) hour before he or she is scheduled to report for work. An employee so reporting will be excused and marked "sick".

**13-9(a)** If it is the intention of such employee to report for work the next scheduled work-day, he or she must so inform the Supervisor.

**13-9(b)** An employee reporting sick and losing more than five (5) scheduled work-days from work must also comply with the provisions of this Agreement relating to leaves of absence for sickness.

**13-10** **Reporting Absences.** If it is not the intention of such employee to report for work the next scheduled work day, he or she must notify his or her Supervisor at least eight (8) hours in advance of the day on which he or she expects to return to work.

**13-11** **Wash-Up Period.** Each employee shall be allowed two (2) five (5) minute wash-up periods per day with pay, one of which shall be taken immediately before the regularly scheduled lunch period for each employee, and the other immediately before the regularly scheduled quitting time for each employee.

**13-12**        **Pickings.** Employees in the Bus Garages and South Park Rail Shop who presently have pickings within each classification on a seniority basis shall be entitled to the following:

One (1) pick for shift preferences and work (provided they are able to perform the work) shall be effective with the date of the Transportation picks in September as specified in Section 12-25.

Three (3) pickings only for shift preference within the same job category shall be effective with the date of the Transportation picks in December, March and June as specified in Section 12-25.

Such pickings shall be conducted separately at each Bus Garage and South Park Rail Shop at a time designated by the Company no later than nine (9) days before they are to take effect for the months listed above.

Employees in the Bus Shops who presently have pickings within each classification on a seniority basis shall be entitled to the following:

Two (2) pickings for shift preferences and work (provided they are able to perform the work) shall be effective with the dates of the Transportation picks in the months of March and September as specified in Section 12-25.

One Union official at each location will be excused for the day on which such picking occurs to conduct the picking. However, for the September and March picking, one additional Union official from the South Park Shops and the Bus Shops will be excused for the day on which the picking occurs to conduct the picking.

Porters shall have a picking of tricks of duty four times during each calendar year, to be made at a time designated by the Company and no later than nine (9) days before they are to take effect, which shall be effective with the dates of the Transportation picks as specified in Section 12-25. Such picking shall be on the basis of Departmental seniority.

**13-13**        **Change in Scheduled Starting or Quitting Time.** When an employee is required by the Company to change his or her regularly scheduled starting or quitting time and the Company fails to give five (5) calendar days' notice of such change, time and one-half will be paid to such employee for all hours worked before his or her regularly scheduled starting time and after his or her regularly scheduled quitting time during the first three (3) days following the change. The provisions of this Section 13-13 are specifically applicable to the vacation and absentee relief personnel.

**13-14**        **Snow Work.** The Company will continue the practice of having any of the following work when it deems necessary or desirable, performed by contractors using union labor: snow work, including but not limited to plowing, salting, sanding and loading snow.

**13-15      Rainstorm Clothing, Work Clothing and Certain Equipment.**

**13-15.1      Rainstorm Clothing.** Any employee, whose work is such that it requires him or her to work in adverse weather conditions whenever they exist or occur, shall supply his or her own clothing and protection as he or she deems necessary. The Company will maintain rainstorm apparel for use by employees whose duties do not require them ordinarily to work in adverse weather conditions, when required to temporarily work in such conditions.

**13-15.2      Other Equipment to be Furnished by Company.** The Company will furnish flashlights, flashlight batteries and bulbs for all employees whose duties, in the opinion of the Company, require the use of flashlights.

**13-15.3      Other Clothing and Equipment.** Because the nature of the work performed by certain employees, as hereinafter listed, results in rapid wear or unusual deterioration, the Company will provide to them in addition to the regular clothing allowance, to the extent it deems necessary, the following clothing or equipment, to wit:

**To the Employees in the Maintenance Department**

- (a) Replacement work clothes for spray painters and welders which are destroyed in the course of the performance of their duties as per past practice;
- (b) Gloves and boots for soap washers;
- (c) Asbestos gloves for metalizing gun operators;
- (d) Rubber gloves for paint shop scrubbers;
- (e) Replacement work clothes for battery repairmen and mechanics at the South Park Rail Shop (Power Unit) which are destroyed in the course of the performance of their duties as per past practice;
- (f) Canvas gloves for welders;
- (g) Gloves for maintenance employees who work in servicing buses with fuel and oil;
- (h) Leather-faced gloves for vault-transport drivers;
- (i) Replacement work clothes for truck drivers who handle batteries which are destroyed in the course of the performance of their duties as per past practice;

- (j) Available gloves for employees in the storeroom;
- (k) Available gloves for employees assigned to maintenance of buildings and building equipment;
- (l) Face shields and rubber aprons for steam cleaners;
- (m) Gloves for certain employees in the Rail Shop Power Unit.

**13-15.4 Company Property.** The items listed above provided to be furnished by the Company shall be and remain its property, and shall be used only in the service of the Company and with reasonable care by the employees.

**13-15.5 Clothing Allowance and Laundry Allowance.** During the term of this Agreement the Company shall provide a clothing allowance in the amount of one hundred and ten dollars (\$110.00) per year to employees whose work is of such a nature that it normally requires the wearing of work clothes in the place of or to protect other clothing, including garage and shop employees, shop and garage clerks, and clerks in the revenue division, and excepting bus operators, under Section 12-15 and other employees, provided such eligible employee has performed two hundred twenty (220) days of work for the Company in the preceding calendar year, except that an employee who is hired after April 1 of such preceding calendar year who in such preceding calendar year performs one hundred (100) days of work but less than two hundred twenty (220) days of work, shall be entitled to one-half of the clothing allowance. In addition, each employee eligible for clothing allowance shall receive one hundred (\$100.00) on August 1<sup>st</sup> of each year of the Agreement, for the purpose of cleaning and maintaining their work clothing provided such eligible employee has performed two hundred twenty (220) days of work for the Company during the preceding twelve (12) month period, measured from the preceding July 1st through June 30th.

**13-15.6 Proportionate Laundering and Clothing Allowance.**

(a) Normal Retirement. Employees who are entitled to clothing or laundry allowances provided in Section 13-15.5 who retire at normal retirement age or later between payment periods and before payment for the respective period has been made, shall be entitled to a proportionate clothing or laundry allowance whichever payment is applicable for the number of full months actually worked during such period, if the eligibility requirements set forth in Section 13-15.5 have been fulfilled.

(b) Promotions. Employees promoted to a higher job classification in the Maintenance Department providing for clothing or laundry allowance between payment periods and before payment for the respective period has been made, shall be entitled to a proportionate clothing or laundry allowance whichever payment is applicable, for the number of full months actually worked during such period, if the eligibility requirements set forth in Section 13-15.5 have been fulfilled.

**13-15.7**      **Tool Allowance.** The Company agrees to pay an allowance for the maintenance of personal tools of employees whose jobs require the use thereof, two-hundred dollars (\$200.00) to eligible employees in the classification of Mechanics "B", "A", Special and Leader; one hundred thirty dollars (\$130.00) per year to eligible employees in the lower classifications. The tool allowance shall be paid annually to employees actively employed as of December 31st. To be eligible for the annual payment of tool allowance an employee must have worked at least two hundred twenty (220) days of work in the preceding twelve (12) months. Tool Allowance shall be paid no later than the second payday in February

**13-15.8**      **Proportionate Tool Allowance.**

(a)      **Normal Retirement.** Employees entitled to tool allowance who retire at normal retirement age or later, but before payment for the respective period has been made, shall be entitled to a proportionate tool allowance for the number of full months actually worked during such period, if the eligibility requirements set forth in Section 13-15.7 have been fulfilled.

(b)      **Promotions.** Employees promoted to a higher job classification providing for tool allowance, but before payment for the respective period has been made, shall be entitled to a proportionate amount of prescribed tool allowance or increase in tool allowance for the new job classification for the remaining work days in such period if the eligibility requirements set forth in Section 13-15.7 have been fulfilled.

**13-15.9**      **Payment of Laundry Allowance.** The July payment of laundry allowance to all qualified employees shall be no later than the third pay day in July and the February payment of clothing allowance shall be no later than the second pay day in February.

**13-16**      **Adjustment of Disputes.** In the event that any dispute shall arise between the parties hereto in reference to any action of the Company or by any employee under any of the foregoing provisions of this section, it shall be adjusted under the grievance procedure hereinbefore provided.

**13-17**      **Snow Work Performed During Shift.** A Maintenance Department employee may be assigned to perform snow work during his or her regular shift for up to five hours. Maintenance Department employees so assigned snow work shall be limited to those whose names appear on the snow work list. The Company agrees to the objective of spreading such straight-time snow work as much as possible to those on that shift, with the understanding that there shall not be interference with the completion of required work. Such assignment of straight-time snow work shall not cause the work list to rotate.

**13-18**      **Partial Personal Days.** Personal Days, as provided for in Section 8-8.2 of this Agreement, may be requested by Maintenance Department employees to be taken in increments

of a full hour up to four (4) hours in a day, subject to the rules governing the use of Personal Days specified in Section 8-8.2(b).

**13-19 Employee's Birthday and Taking One Week of Vacation One Day at a Time.**

The Union and the Company agree to the following provisions, applicable to employees covered by this Section 13:

A. With respect to the employee's birthday as described in Section 18-5, it is agreed that maintenance employees may have the option of converting his/her birthday under Section 18-5 to either a floating holiday or adding such day to the employee's accumulated sick days as follows:

(i) An employee wishing to make such election to have his/her birthday treated as a floating holiday or as an accumulated sick day must notify the Company in writing in the calendar year prior to his/her birthday at the time he/she picks vacation for the next year. An employee not making such election at such time shall have his or her birthday treated as provided in Section 18-5.

(ii) If the maintenance employee timely elects to have his/her birthday to be treated as a floating holiday, he/she must submit his/her request to use such floating holiday at least two weeks in advance of the date he/she wishes to use the floating holiday. The Company will notify the employee at least 72 hours before the day the employee requests to be off as to whether he/she may take that day as a floating holiday. If the Company is going to permit the use of a floating holiday on any given day and more employees request a floating holiday than the Company will permit off at the particular station, the employees who first request to use the particular day as a floating holiday shall be given preference.

(iii) Any floating holiday not taken in the calendar year in which the employee's birthday falls, shall be paid as per the provisions of Section 18-5 at the end of the calendar year.

(iv) If a maintenance employee elects to convert his/her birthday to an accumulated sick day, such election will be effective on the January 1st of the year in which the employee's birthday falls.

B. With respect to Good Friday and the employee's anniversary date of hire, as provided for in Section 18-5, it is agreed that maintenance employees may have the option of converting either or both Good Friday and/or the employee's anniversary date of hire to an accumulated sick day, provided the employee made such election in writing in the prior calendar year at the same time as he/she picks vacation. An employee not making such election at such time shall have Good Friday and/or his/her anniversary date of employment treated as provided in Section 18-5. If a maintenance employee elects to convert Good Friday to an accumulated sick day, such election will be effective on the December 31st of the year in which such Good Friday falls, it being agreed that such election may be revoked on or before April 1st,

if the Company decides to operate Saturday schedules on Good Friday. If a maintenance employee elects to convert his/her anniversary date of hire to an accumulated sick day, such election will be effective January 1st of the year in which such anniversary date of hire falls. An employee electing to convert Good Friday to an accumulated sick day who is then not scheduled to work on Good Friday shall have Good Friday off without pay.

C. A maintenance employee may elect to take one of the vacation weeks, to which he/she is entitled, one day at a time, provided:

(i) The maintenance employee makes his/her election to take one week of vacation one day at a time, at least four (4) weeks prior to the vacation picking for the calendar year in which the employee is entitled to take such vacation.

(ii) The maintenance employee has at least five (5) years of service with the Company by the date the employee is required to make his/her election.

A maintenance employee so electing to take one week of his/her vacation one day at a time may not take more than two days of such vacation in any one-week. The maintenance employee must give the Company at least fourteen (14) calendar days' notice prior to the day he/she wishes to take a single vacation day. The Company will notify the employee as to whether he/she may take the requested day at least seventy-two (72) hours prior to the day in question. If there are a greater number of employees requesting a particular day as a single day of vacation than the quota permits for that day at that station, the employee who first requested that particular day as a vacation day shall be given preference.

In the year prior to the vacation year in question, once the election for single day vacations have been made, the Company will adjust its quotas for regular vacation weeks accordingly and will then establish quotas for single day vacations at each garage or shop.

Single vacation days must be taken within the calendar year in which the employee is eligible to take vacation. If, by December 1, the maintenance employee has not designated the use of all of his/her single vacation days, such employee will be paid in the second pay period of December for any unused single vacation days.

D. It is agreed that the Company or the Union shall have the right any time after the first calendar year in which the provisions of subparagraphs A and C above applied to cancel all of the provisions of either subparagraphs A or subparagraph C or both by giving the other party written notice of such cancellation and the provisions so cancelled shall be deemed automatically deleted from the contract and shall be null and void and of no further effect, provided the Company or the Union has given two (2) weeks' notice prior to the notice of cancellation to the other party of the consideration of such cancellation. Upon such notice, the Company and the Union will meet to discuss any and all problems associated with this Section and to make every attempt to resolve such problems. The notice of cancellation must be given prior to the date for the employee elections contemplated by subparagraphs A and C above in

order for such cancellation to be effective for the next calendar year. It is further agreed that the provisions of this Section 13-19 will only pertain to Maintenance employees.

**13-20**        **Vacation Picking.** Vacation period shall be picked each year on a basis of departmental seniority during a period of no less than four (4) weeks immediately preceding the beginning of the vacation period, and vacations shall be taken during the periods picked, except that an employee who fails to qualify under the two hundred twenty days (220) of work requirement shall have the option of picking a vacation without pay and should he or she subsequently qualify for a paid vacation before December 31st, he or she shall receive pay for the vacation.

For the period 8/1/96 to 12/31/97, a vacation assignment board will be maintained for each work group at each location. In the event that weeks become available for any reason, and provided that the quota for such weeks has previously been filled, within four weeks the vacation assignment board will be updated to include the availability of such open weeks. Any employee in the work group who is less senior than the employee who vacated the weeks may pick the open weeks, provided that he or she submits the designated form to his or her supervisor within five days of the vacation assignment board update. The open weeks will be assigned to the most senior employee applying for such weeks. Any weeks becoming available as a result of this process will be treated as open weeks as described above. It is understood that advance checks normally issued by the payroll department will not be issued if special arrangements are required.

The company and union will meet prior to 12/31/97 to determine the continuation of this picking arrangement. This Agreement may be cancelled by either the company or the union with sunset terms similar to Section 12-33 (D) of the current collective bargaining agreement.

Should an employee voluntarily, through bidding or picking or otherwise, transfer location, classification or work group (listed in Sections 13-5.1(a), 13-5.1(b) and 13-5.1(c) after vacations are picked, he or she shall repick his or her vacation based upon the weeks which remain open, at that time, in his or her new location, classification and/or work group.

**13-21**        **Definition.** "Porters", whenever such designation is used in this Agreement, are defined to be the employees who regularly devote practically all of their working time to the performance of the following duties, to-wit: the general cleaning of Rail passenger stations, including checking the cleanliness and serviceability of equipment and appurtenances at stations, reporting defective or non-serviceable conditions, and all activities involved in cleaning stations as directed, including sweeping, washing, mopping, scrubbing and waxing of floors, platforms, corridors, stairways, machines, equipment, signs, windows, railings, fixtures, art works, and restrooms, minor housekeeping duties such as change of defective light bulbs, shovel snow, prepare requests for materials, the protection of all Company property during job performance, and such other work as assigned by the Company.

**13-22**        **Definition.** "Helpers", whenever such designation is used in this Agreement, are defined to be employees who regularly devote practically all of their working time to the perfor-

mance of the following duties, to wit: the general cleaning of bus garages, the bus stations, the South Park Rail Shop and surrounding areas, general cleaning of busses and rail cars, interior and exterior, the fueling of busses, trucks and other vehicles, janitorial functions for all Company properties, including sweeping, washing, mopping, scrubbing, dusting and waxing of floors, platforms, corridors, stairways, machines, equipment, signs, windows, railings, fixtures, and restrooms, housekeeping duties, such as changing of defective light bulbs, snow removal, grass cutting and leaf removal, acting as relief Stock Clerk, and all other duties traditionally performed by Helpers at the Company and all other similar work, including, but not limited to, filling in for a Maintenance Department employee.

**SECTION 14 - PROVISIONS RELATING  
EXCLUSIVELY TO TRAFFIC CHECKER CLERKS**

**14-1**            **Employees Covered by Section.** The provisions of this section shall apply only to full-time employees in the classification of Traffic-Checker Clerk.

**14-2**            **Work-Day, Work-Week and Rates of Pay.** The scheduled workday and scheduled workweek of Traffic-Checker Clerks and their rates of pay shall be as follows:

**14-2(a)**        **Work-Day:** Eight (8) hours; five (5) days per week; including one-half (1/2) hour of travel time on any day the employee is required by the Company to report to the office. When checking exclusively local service of the City of Niagara Falls or the City of Lockport, a one (1) hour travel time shall be allowed.

**14-2(b)**        Work-Week: Forty (40) hours.

**14-2(c)**        The total scheduled span or spread of actual work of such employees shall not exceed eleven and one-half (11-1/2) hours in any day. Effective August 1, 1982, swing shifts in excess of ten and one-half (10 1/2) consecutive hours shall pay time and one-half for the time in excess of ten and one-half (10-1/2) consecutive hours.

**14-2.1**        **Rates of Pay.** The hourly rates of pay of Traffic-Checker Clerks for the term of this Agreement, August 1, 2006 through July 31, 2009, shall be as follows:

<b><u>Effective</u></b>	<b><u>8/1/06</u></b>	<b><u>8/1/07</u></b>	<b><u>8/1/08</u></b>
	20.36	20.97	21.60

On or after November 1, 1987, new employees entering the traffic-checker clerk classification shall be paid according to the following progression:

0 to 12 months in the classification	75% of top rate
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12 to 24 months in the classification	80% of top rate
24 to 36 months in the classification	85% of top rate
36 to 48 months in the classification	90% of top rate
48 months and after in the classification	100% of top rate

On or after December 5, 1996, new employees entering the traffic checker clerk classification shall be paid according to the following progression:

0 to 12 months in the classification	60% of top rate
12 to 24 months in the classification	65% of top rate
24 to 36 months in the classification	70% of top rate
36 to 48 months in the classification	75% of top rate
48 to 60 months in the classification	85% of top rate
60 months and over in the classification	100% of top rate

**14-3**        **Meal Period.** When the work of traffic-checker clerks shall involve a continuous piece of work for eight (8) hours or more, they shall be allowed a fifteen (15) minute paid meal period.

**14-4**        **Picking of Tricks.** Traffic-checker clerks shall have a picking of tricks of duty approximately every four months. Such picking shall be on the basis of Departmental Seniority.

**14-5**            **Holidays.** Traffic-checker clerks shall have the "basic holidays" defined in subsection 16-5 of this Agreement as scheduled days off. Their pay for such days off shall be a holiday allowance of eight hours' pay at their equivalent hourly rates, subject to the conditions set forth in said subsection.

**14-5.1**          **Holiday Occurring During Vacation.** Traffic-checker clerks who take their vacation during a period in which a holiday occurs on one of their scheduled work-days shall be given an extra day off with pay to compensate for the holiday. Such extra day off shall be scheduled in accordance with existing vacation procedure.

**14-5.2**          **Holiday Allowance.** When required by the Company to work on any of said basic holidays, traffic-checker clerks shall be entitled to a holiday allowance of eight (8) hours' pay at their attained straight-time rates, in addition to their regular pay for such day, subject to the qualifying conditions set forth in subsection 16-5 herein; and such employees when required to work hours in excess of their scheduled work-week or scheduled work-day during a period of the five (5) consecutive calendar days immediately preceding and immediately following the day on which said basic holiday occurs, in order to compensate for having the holiday off, shall be paid an allowance for each such hour at their regular straight-time rates, except that time and one-half shall be paid for hours worked in excess of their regularly scheduled work week as required by the overtime provisions of the 1966 amendments to the Fair Labor Standards Act effective February 1, 1967.

**14-6**            **Overtime.** Traffic-checker clerks shall be compensated for hours worked in excess of their scheduled workweek in accordance with the overtime requirements of the 1966 amendments to the Fair Labor Standards Act effective February 1, 1967.

**14-7**            **Paid Time Off.** Traffic-checker clerks hired prior to September 11, 1978 shall be entitled to "Paid Time Off" as defined and under the conditions set forth in subsection 16-7 herein for Office and Clerical employees.

## **SECTION 15 - PROVISIONS RELATING EXCLUSIVELY TO BUS AND RAIL STATION CLERKS**

**15-1**            **Employees Covered by Section.** The provisions of this Section shall apply to full-time bus and rail station clerks.

**15-1.1**          **Definition.** "Bus and rail station clerks", whenever such designation is used in this Agreement, are defined to be the clerks at the stations from which buses or trains are operated, who regularly devote practically all of their working time to the performance of the following duties, to wit: Assignment of work to bus or train operators, getting out runs, trippers, stubs, issuing forms, transfers and other equipment and information to bus or train operators or Metro fare inspectors, receiving reports required from bus or train operators or fare inspectors,

making up payrolls of bus and train operators and fare inspectors at their stations and doing other clerical work in connection with their aforesaid duties.

**15-2**            **Work-Day, Work-Week and Rate of Pay.** The scheduled work-day and scheduled work-week of bus and train station clerks, and their rate of pay shall be as follows:

**15-2(a)**        **Work-Day:** Eight (8) hours; Five (5) days per week.

**15-2(b)**        **Work-Week:** Forty (40) hours.

**15-2.1**        **Rate of Pay.** For the term of this Agreement, August 1, 2006 through July 31, 2009, bus and rail station clerks shall be paid at the hourly rate as follows:

<b><u>Effective:</u></b>	<b><u>8/1/06</u></b>	<b><u>8/1/07</u></b>	<b><u>8/1/08</u></b>
	20.42	21.04	21.67

**15-3**            **Picking of Tricks by Bus and Rail Station Clerks.** Bus and rail station clerks shall have four pickings of tricks of duty per year, to be effective on the effective dates of the general pickings of runs for bus and train operators, and such additional pickings as may be required as a result of force reductions, consolidations and similar unusual circumstances. Such pickings shall be on the basis of "Departmental Seniority", provided that the bus or rail station clerks possess the necessary qualifications, experience and aptitude to fully and satisfactorily perform all the duties of the trick of duty so picked by them.

**15-4**            **Holidays.** Bus and rail station clerks shall not have any holiday off unless a holiday is on their scheduled day off, but they shall be entitled to a holiday allowance under the conditions hereinafter set forth in Subsection 18-5 of this Agreement.

**15-5**            **Paid Time Off.** Bus and rail station clerks hired prior to September 11, 1978 shall be entitled to "Paid Time Off" as defined and under the conditions set forth in Section 16-7. All other bus and rail station clerks shall be covered by the provisions of Section 8-8.

**15-6**            **Overtime.** Bus and rail station clerks shall be compensated at their regular straight-time rates for work performed in excess of their scheduled work day or on their scheduled days off. Bus and rail station clerks shall be paid time and one half for all hours worked over forty (40) hours per week. Hours worked shall include hours paid for an excused absence for the use of a paid Personal Day, provided such paid Personal Day is not the day before or the day after the employee's scheduled day off.

**15-6(a)**        **Filling Open Tricks.** The assignment of open tricks among bus and rail station clerks shall be as follows:

(1) A trick open as a result of illness or other reasons except vacations will be rotated for the first thirty (30) consecutive work days of that trick and bus or rail station clerks will be permitted to work such trick. Beginning with the thirty-first (31st) day, such open trick shall be assigned to an extra bus or rail station clerk.

(2) A trick open as the result of a vacation period will be filled by an extra bus or rail station clerk for the first one (1) week of such period. Second or subsequent weeks of such period will be rotated and regular bus or rail station clerks will be permitted to work such trick, except as provided in Paragraph 15-7.

(3) In the event that a bus or rail station clerk chooses to pass up the opportunity to fill an open trick, he or she shall before 12:30 P.M. on the previous day notify his or her Transportation Supervisor of his or her intention not to work.

**15-7** **Vacations.** At each bus station, one (1) bus station clerk may be on vacation during the vacation period of the Bus Transportation Supervisor. When the Bus Transportation Supervisor at any bus station is not on vacation, two (2) bus station clerks will be permitted concurrent vacations, except during the weeks when runs are picked and the first week during which new schedules are operated.

When two (2) bus station clerks at a bus station are on vacation, one of the open tricks shall be filled by an extra bus station clerk and the other open trick shall be worked by the remaining bus station clerk at that Bus Station on their regular day off.

The three (3) extra bus station clerks with the least seniority at each station will pick vacation periods in seniority order as bus operators and for times other than concurrent vacation periods selected by any two (2)-bus station clerks at their station.

Except by permission of the Transportation Supervisor, only one (1) rail station clerk may be on vacation at the same time.

Extra rail station clerks will pick vacation periods in seniority order as train operators and for times other than the concurrent vacation periods selected by the full-time rail station clerks.

**15-8** **Extra Bus Station Clerks Work as Extra Rail Station Clerks.** The Company shall have the right to assign extra bus station clerks to fill in for full-time rail station clerks.

## **SECTION 16 - PROVISIONS RELATING EXCLUSIVELY TO OFFICE AND CLERICAL EMPLOYEES**

**16-1** **Employees Covered by this Section.** The provisions of this Section shall apply only to full-time employees in the Office and Clerical Unit.

**16-2**            **Work-Day, Work-Week and Allowances.** The scheduled work-day and scheduled work-week of full-time employees in the following stated classifications, and their "paid time off" and other allowances shall be as follows:

**16-3**            **Garage, Shop and Other Full-Time Clerks Whose Duties Cannot be Performed within Standard Hours.**

**16-3.1**        **Work-Day and Work-Week.**

**16-3.1(a)**     **Work-Day:** Seven (7) hours, five (5) consecutive days per week, which may include Saturday and/or Sunday.

**16-3.1(b)**     **Work-Week:** Thirty-five (35) hours.

**16-3.1(c)**     There shall be a daily one (1) hour paid lunch, which shall not be considered as work time. The pay for such lunch is included in the hourly wage rates set forth in this Section 16.

**16-4**            **Other Full-Time Clerks.**

**16-4.1**        **Work-Day and Work-Week.**

**16-4.1(a)**     **Work-Day:** Monday through Friday, seven (7) hours. For Counter-Wrapper Clerks and Replenishment Clerks, Monday through Friday, seven and one-half (7-1/2) hours.

**16-4.1(b)**     **Work-Week:** Thirty-five (35) hours. For Counter-Wrapper Clerks and Replenishment Clerks, Thirty-seven and one-half (37-1/2) hours.

**16-4.1(c)**     There shall be a daily one (1) hour paid lunch, which shall not be considered as work time. The paid lunch period for Counter-Wrapper Clerks and Replenishment Clerks shall be one-half (1/2) hour, which shall not be considered as work time. The pay for such lunch is included in the hourly wage rates set forth in this Section 16.

**16-4.2**        **Hours of Work.** The scheduled workweek for all full-time employees who are covered by this section (except Garage, Shop, Public Relations and other clerks whose duties cannot be performed within such hours) shall be from 8:00 A.M. to 4:00 P.M., Monday through Friday, with the luncheon period from 12:00 noon to 1:00 P.M., subject to the following reservations and conditions.

The Company shall have the right to change the hours of work for Counter-Wrapper Clerks and Replenishment Clerks. If the Company establishes a second shift for Counter-Wrapper Clerks there will be two (2) pickings a year for shift preference among Counter-Wrapper Clerks.

**16-4.2(a)** The Union agrees that at no time, as a result of the five-day work-week, shall any request be made for overtime payments or other special concessions for employees who may be required, either temporarily or permanently, to work a work-week of five consecutive days including Saturday and/or Sunday.

**16-5** **Holidays.** Full-time employees who are covered by this section shall have the basic holidays defined in Paragraph 18-5 and Patriots Day as scheduled days off. Their pay for such days shall be a holiday allowance of eight (8) hours' pay at their equivalent hourly rates, subject to the conditions set forth in Subsection 18-5 herein. For the purpose of this subsection, if any such basic holiday falls on Saturday, it shall be defined to be the preceding Friday, and if any such basic holiday falls on Sunday, it shall be defined to be the following Monday, except for employees in the Public Relations Department the holiday shall be the day designated for observance in the Bus and Rail Transportation Department. If any such basic holiday falls on such employee's scheduled day off other than on Saturday or a Sunday, he or she shall be entitled to said holiday allowance under the same conditions, except for employees in the Public Relations Department.

In a manner similar to the procedure established for the regular bus and train operators, employees in the Public Relations Department who are scheduled to work on Sundays shall work on holidays on which Sunday schedules are operated in place of employees in the Public Relations Department who are normally scheduled to work on those days and who shall have the day off. In a manner similar to the procedure established for regular bus and train operators, employees in the Public Relations Department who are scheduled to work on Saturdays, shall work on holidays on which Saturday schedules are operated, in place of employees in the Public Relations Department who are normally scheduled to work on those days and who shall have the day off.

**16-5.1** **Other Excused Time.** On the day before Christmas, except when Christmas falls on Sunday or Monday, full time employees shall be excused from duty after four (4) hours of work. Except for employees in the Public Relations Department and Stock Clerks, when Christmas falls on a Saturday, such employees shall be excused on the preceding Thursday after four (4) hours of work.

**16-5.2** **Pay for the Excused Time.** On the days mentioned in Paragraph 16-5.1 shall be subject to the qualifying conditions for holiday allowance set forth in Subsection 18-5 herein.

**16-5.3** **Holiday Occurring During Vacation.** Full-time employees who take their vacation during a period in which a basic holiday occurs on one of their scheduled workdays shall be given an extra day off with pay to compensate for the holiday. Such extra day off shall be scheduled in accordance with existing vacation procedure.

**16-6** **Hourly Rate and Overtime.** The hourly rate for employees in the Office and Clerical Department shall be computed on the basis of a forty (40) hour workweek.

Employees working more than thirty-five (35) hours (in the case of Counter-Wrapper Clerks and Replenishment Clerks, more than thirty-seven and one-half [37-1/2] hours) per week (excluding the periods of paid lunch) shall be paid their straight time hourly rate for the first hour of overtime during any regularly scheduled work day. Paid personal leave shall be treated as time worked for purposes of calculating overtime pay. All overtime worked during an employee's lunch period and after the first hour of overtime on a regularly scheduled workday shall be paid at time and one-half (1-1/2) their regular hourly rate. It is agreed that if an employee works his or her lunch period on a regularly scheduled work day, he or she shall be paid time and one-half (1-1/2) his or her regular hourly rate for all other overtime hours worked on that regularly scheduled work day. Employees who have worked their full scheduled workweek shall be paid time and one-half (1-1/2) their regular rate for all time worked on their sixth and seventh day in a workweek.

**16-6.1 Holiday Allowance.** Full-time employees when required by the Company to work on any of said basic holidays shall be entitled to a holiday allowance of eight (8) hours' pay at their attained straight-time hourly rates, in addition to their regular pay for such day subject to the qualifying conditions set forth in Subsection 18-5 herein; and such employees when required to work hours in excess of their scheduled work week or scheduled work-day during a period of the five (5) consecutive calendar days immediately preceding and immediately following the day on which said basic holiday occurs, in order to compensate for having the holiday as a day off, shall be paid an allowance for each such hour at their regular straight-time hourly rates.

**16-7 Paid Time Off.** Effective January 1, 1984 for full time employees hired into the Office and Clerical Units before September 11, 1978 the Company will grant paid time off for Illness in the immediate family, Personal Days and Illness of the employee as follows:

**16-7.1 Illness of Employee and Illness in the Immediate Family.** Illness or accident resulting in bona fide disability, which in the judgment of the Company prevents such employee from performing his or her duties-length of paid time off for any disability not to exceed twenty-seven (27) days, which may include holidays upon which the employee is ill, whether or not he or she works his or her scheduled hours on his or her last scheduled work day preceding the holiday and his or her first scheduled work day following the holiday as required in Paragraph 18-5 to qualify for holiday allowance. The Company shall have the privilege of causing such employee to be examined from time to time by a physician designated by it in order to determine the nature, cause and extent of such illness and disability. No such paid time off for such disability shall be allowed to any employee where the illness or disability results from or is caused by immoral conduct, or the use of intoxicants or narcotics, or any illness incident thereto. No portion of the period for which paid time off for disability is allowed shall be considered a part of the seven (7) day waiting period provided for in the Disability Benefits Plan, and no such employee while receiving "paid time off" shall be entitled to such disability benefits.

Such employees may be granted paid time off for Illness in the immediate family in the home of the employee-- length of paid time off allowed for any one illness--one (1) day.

The maximum total paid time off for such illnesses or accidents or Illness in the immediate family shall not exceed twenty-seven (27) days in any calendar year and shall not be cumulative except any such paid illness or accident or Illness in the immediate family days (and other days permitted under Section 16-7 through 16-7.9 of the prior Collective Bargaining Agreement) not used in such calendar year from January 1, 1993 may be carried forward up to a maximum of ten (10) days in such calendar year and up to a maximum total of two hundred (200) . Such employee on extended illness and receiving Disability Insurance benefits will be permitted to supplement those benefits by the use of such accumulated sick days at the rate of one-half day of sick leave for each day of absence.

**16-7.1(a)** Commencing for the 1984 vacation season, employees with twenty-seven (27) or more years of service may use five (5) of the twenty-seven (27) maximum illness days off to pick an additional week of vacation for the subsequent year provided he or she makes such election at the time of vacation picking and further provided he or she has not received more than twenty-two (22) days as paid time off under Section 16-7.1 in the year of the vacation picking.

**16-7.1(b)** In addition, commencing with the 1984 vacation season, clerical employees who during the preceding calendar year have not used more than five (5) days of paid time off for sick leave purposes under Section 16-7.1 may elect to use five (5) of his or her current days of paid time off as an additional week of vacation for the subsequent year. Such additional week of vacation shall be picked during the normal vacation picking subject to the above-described provision for maximum paid illness time.

**16-7.2** **Personal Days.** Such employee shall be eligible for three (3) Personal Days per calendar year. Personal Days shall be eight (8) hours' pay at the straight-time hourly rate.

**16-7.2(a)** Personal Days may be taken as follows. In each subdivision and/or job classification there shall be a sign off book which employees may sign no earlier than seven (7) calendar days before the day the employee wishes to use a personal day and no later than one (1) full working day before the day the employee wishes to use as a personal day. The Company shall have the right to establish a quota of the maximum number of employees that may be off in any classification in any subdivision on any single day. If more employees request by the above procedure a personal day than the quota for that day permits, the employees who signed for the personal day first shall be given a personal day off, up to the maximum quota established by the Company for that day. The Company, in its discretion, may permit, in a bona fide emergency situation, an employee to use a personal day where the employee has no knowledge of the need for such personal day within the time limits provided above for signing the sign off book provided the employee notifies the Company's supervisory official at his or her place of work at least one-half hour before his or her report time or starting time on the day of the absence. Personal days may be taken immediately before or after a holiday and/or vacation period, provided that the employee requests to use the personal day at least two (2) weeks in advance and the established quota will apply. The Company will advise the employee within forty-eight (48) hours as to whether or not the request will be granted.

**16-7.2(b)** If an employee does not fully utilize his or her personal days during the calendar year, any personal days not utilized shall be treated as carried forward illness days as provided for in Section 16-7.1 up to the maximum permitted under Section 16-7.1.

**16-7.3** For employees eligible for paid time off under Section 16-7.1 at the time of a disability retirement, early retirement or normal or compulsory retirement, such employees shall receive payment in lieu of paid time off at the time of retirement, to be computed as follows:

For all paid time off days not used in each calendar year as paid time off or personal days or other days permitted under Section 16-7 through Section 16-7.9 of the prior Collective Bargaining Agreement, from January 1, 1993 forward to a maximum of ten (10) days in each calendar year and up to a maximum total of two hundred (200) days less any paid time off days taken in the year of retirement.

**16-7.4** Employees hired on or after September 11, 1978 shall not be entitled to any of the above paid time off days under Sections 16-7 through 16-7.3 but shall be entitled to sick leave benefits and personal days as provided in Section 8.8.

**16-8** **Time Sheets.** All employees who are covered by this subsection shall, on a time sheet furnished for that purpose, sign their names and indicate the time that they report for work at the beginning of their work period and upon their return from a meal period; and the time they leave for such meal period and when they leave work at the end of their work period.

**16-9** **Wage Rates.** The maximum wage rates of employees hired on and after November 1, 1987 covered by this section as set forth in the following section will be attained by an employee upon satisfactory completion of sixty (60) months of service in a classification. Except as provided in paragraph 10-9.4 herein, an employee will enter a classification at the base rate thereof and, if qualified, will receive increases as set forth in Schedules of Hourly Rates upon completion of fifteen (15) months, thirty (30) months, forty-five (45) months and sixty (60) months of service in such classification. The progression for new employees in the Department hired on and after November 1, 1987 will be based upon 80% of the maximum hourly wage rate of the classification for the first fifteen (15) months in the classification, 85% of the maximum hourly wage rate after fifteen (15) months in the classification, 90% of the maximum hourly wage rate after thirty (30) months in the classification, 95% of the maximum hourly wage rate after forty five (45) months in the classification, and the maximum hourly wage rate applicable to employees hired on and after August 25, 1983 on and after sixty (60) months in the classification. All wage adjustments shall be granted on the basis of a forty (40) hour workweek. Employees who cross bid into the unit before completing sixty (60) months of work for the Company from their Company seniority date shall be placed in the Office and Clerical Department progression in accordance with their Company seniority date and shall continue in that progression until the completion of sixty (60) months.

New employees hired on or after December 5, 1996, shall be paid according to the following progression:

0 to 12 months in the classification	60% of top rate
12 to 24 months in the classification	65% of top rate
24 to 36 months in the classification	70% of top rate
36 to 48 months in the classification	75% of top rate
48 to 60 months in the classification	85% of top rate
60 months and over in the classification	100% of top rate

**16-10.1 Grading of Office and Clerical Job Classifications.** For purposes of this Section 16, the following job classifications shall have the following pay grades:

<b><u>Job Classification</u></b>	<b><u>Grade</u></b>
Senior Payroll Specialist	AA
Duplicating Machines Leader	A
Payroll/Account Specialist	A
Cash Management Specialist	A
Network Support Specialist	B
Senior Stock Clerk	B
Stock Clerk	C
Transportation Support Clerk	C
Schedule Clerk A	D
Duplicating Machines Clerk	E
Counter-Wrapper Clerk	E
Replenishment Clerk	E
Senior Clerk A	F
Schedule Clerk B	G
Secretarial Clerk A	H
Senior Clerk B	H

Senior Clerk C	I
Maintenance Clerk	J
Stenographic Clerk B	K
Typist Clerk A	K
Data Entry Account Clerk	K
Office Clerk A	L
Typist Clerk C	M
Stenographic Clerk Jr.	M

16-10.2 **Maximum Hourly Wage Rates Applicable to All Employees** – For the term of this Agreement, August 1, 2006 through July 31, 2009, the following shall be the maximum hourly wage rates.

<b><u>Grade</u></b>	<b><u>8/1/06</u></b>	<b><u>8/1/07</u></b>	<b><u>8/1/08</u></b>
AA	22.04	22.70	23.39
A	20.54	21.16	21.79
B	20.40	21.01	21.64
C	20.06	20.66	21.28
D	19.94	20.54	21.16
E	19.90	20.50	21.11
F	19.87	20.46	21.08
G	19.77	20.36	20.97
H	19.67	20.26	20.87
I	19.56	20.15	20.75
J	19.47	20.06	20.66
K	19.40	19.98	20.58
L	19.28	19.85	20.45
M	19.17	19.74	20.33

**16-11 Aprons.** The Company shall furnish Duplicating Machine Clerks of the Duplicating Department with protective aprons that the Company shall have laundered when necessary.

**16-12 Clothing Allowance.** Shop and garage clerks and clerks in the Revenue Division shall be entitled to the clothing allowance and laundry allowance as provided in Section 13-15.5 and 13-15.6.

**16-13 Temporary Replacement for Duplicating Machines Leader.** Whenever the Duplicating Machines Leader is on vacation or extended sick leave, the most senior qualified Duplicating Machines Clerk shall perform the duties of Duplicating Machines Leader and receive a Duplicating Machines Leader rate of pay.

**16-14 Individual Vacation Days.** With the express permission of his or her supervisor, Clerical Employees, Traffic Checkers, Station Clerks and Fare Inspectors may be permitted to

take two (2) weeks of their earned vacation one day at a time. This time may be taken in four (4) hour increments.

**16-14(a)**     **Vacation Sell Back, Carryover.** Employees have the option to convert up to a maximum of five (5) days into its cash value once per year. This election must be made in writing no later than November 30th of each year. Payment for vacation sell back will be provided no later than December 18th. Sell back of vacation must be in one (1) day increments.

Employees may, in lieu of a vacation sell back, elect to carry over a maximum of five (5) days vacation into the next calendar year. This election must also be made in writing, no later than November 30th of each year. Carried over vacation time must be in one (1) day increments and all carried over time must be used in the first quarter (January 1 - March 31) of the year to which it was carried.

**16-15**         **Overtime - Special Events.** There shall be a rotating overtime list for eligible clerical employees who wish to work duties assigned during special events, including, but not limited to, Sabres Hockey, Bisons Baseball, Bills Football, Ice Shows, Allentown Art Festival, Circus Shows and Concerts.

**16-15(a)**     Employees wishing to be included on the overtime list for special events will sign up immediately upon ratification of this agreement. The list will be developed in clerical department seniority order, with Marketing Department employees placed before employees from other departments. The list will rotate properly.

**16-15(b)**     Any employee wishing to be added to this must request, in writing, to be added. His or her name will be added to the bottom of the rotating order on the first day of the month following the receipt of the employee's written request to be added to the list.

**16-15(c)**     If an employee is called for overtime and refuses, his or her name will be dropped to the bottom of the list. Also, if an employee is contacted and accepts work, his or her name will be dropped to the bottom of the list. If an employee cannot be contacted, the employee will not lose his or her place on the list.

**16-15(d)**     If an event is cancelled due to unforeseen circumstances, the person or persons scheduled to work that event will be afforded the opportunity to work the next open piece of work.

**16-15(e)**     An employee who accepts an overtime shift will be responsible for calling in one-half hour prior to the start of the overtime shift to check on whether or not the event has been cancelled. If the event is cancelled within one-half hour of the scheduled start of the shift and the employee did call in as required, he or she shall be entitled to two (2) hours' pay, and his or her name will drop to the bottom of the overtime list.

**16-15(f)** An employee who refuses overtime when called or who fails to work after accepting an overtime shift three times during a three month period, shall have his or her name removed from the overtime list and will not be eligible to request to have his or her name added to the overtime list for six months.

**SECTION 17 - PROVISIONS RELATING EXCLUSIVELY  
TO METRO FARE INSPECTORS .**

**17-1** **Employees Covered by Section.** The provisions of this Section shall apply only to full-time employees in the classification of Metro Fare Inspectors in the Transportation Department.

**17-1.1.** **Definition.** "Metro Fare Inspectors", whenever such designation is used in this Agreement, are defined to be the employees who regularly devote practically all of their working time to the performance of the following duties, to wit: dealing with the public in an effective manner, inspection of tickets presented by patrons, enforcement of rules and laws, as directed, issuing of citations to patrons not in possession of valid evidence of fare payment, and for other violations of rules, making of various types of passenger checks, assisting the public in the use of the system, testifying in Court and at adjudication proceedings, assisting in the prosecution of individuals when asked, protecting Company property, reporting of unsafe and improper conditions, and doing such clerical and other work as assigned by the Company.

**17-2** **Work Week and Rates of Pay.** The scheduled work week of Inspectors and their rates of pay shall be as follows:

**17-2(a)** **Work-Week and Work-Day.** Forty (40) hours shall constitute a normal work-week and eight (8) hours shall constitute a normal work-day. The Company will make all reasonable efforts to schedule consecutively the days off of Inspectors, provided such scheduling of days off is consistent with the efficient operation of the Company's business.

**17-2(b)** Swing shifts in excess of ten and one-half (10-1/2) consecutive hours shall pay time and one-half for the time in excess of ten and one-half (10-1/2) consecutive hours.

**17-2.1** **Rates of Pay.** For the term of this Agreement, August 1, 2006 through July 31, 2009, the hourly wage rate of pay for Inspectors shall be as follows:

<b>Effective:</b>	<u><b>8/1/06</b></u>	<u><b>8/1/07</b></u>	<u><b>8/1/08</b></u>
	19.72	20.32	20.92

New employees entering the Inspector classification on and after November 1, 1987 shall be paid according to the following progression:

0 to 12 months following first day of employment	75% of hourly rate
12 to 24 months following first day of employment	80% of hourly rate
24 to 36 months following first day of employment	85% of hourly rate
36 to 48 months following first day of employment	90% of hourly rate
48 months and over following first day of employment	Full Rate

New employees hired on and after December 5, 1996 shall receive the following percentage of the hourly rate of the job in which they are performing work during the following periods of time up to sixty (60) months from the date of hire:

0 to 12 months following first day of employment	60% of hourly rate
12 to 24 months following first day of employment	65% of hourly rate
24 to 36 months following first day of employment	70% of hourly rate
36 to 48 months following first day of employment	75% of hourly rate
48 to 60 months following first day of employment	85% of hourly rate
60 months and over following first day of employment	Full rate of job being performed

**17-3**            **Meal Period.** When the work of Inspectors shall involve a continuous piece of work for eight (8) hours or more, they shall be allowed a fifteen (15) minute paid meal period, which shall be as close to the mid point of the shift as possible.

**17-4**            **Picking of Tricks.** Inspectors shall have a picking of tricks of duty approximately every four (4) months. Such picking shall be on the basis of Departmental Seniority.

**17-4 (a)**        A Metro Fare Inspector shall be placed on inactive status after he or she has been on indefinite sick leave for a period of six (6) months, and shall not be entitled to pick a trick until the first scheduled pick after his or her return to active status.

**17-5**            **Holidays.** In a manner similar to the procedure established for Train Operators, Inspectors who are scheduled to work on Sundays shall work on holidays on which Sunday schedules are operated, in place of Inspectors who are normally scheduled to work on those days and who shall have the day off. Similarly, Inspectors who are scheduled to work on Saturdays shall work on holidays on which Saturday schedules are operated, in place of Inspectors who are normally on those days and who shall have the day off.

**17-6**            **Overtime.** Inspectors shall be paid time and one-half for all hours worked over forty (40) hours per week or eight (8) hours per day.

**17-7(a)**        **Uniform Allowance.** The Company shall provide in each year of the contract to each Inspector a uniform allowance under the same terms and conditions as provided to Bus and Train Operators under Section 12-15(c) and 12-15(b), which Sections are incorporated herein by reference.

**17-8**            **Attendance at Adjudication Proceedings.** Except in case of an emergency, Inspectors shall be given at least forty-eight (48) hours' notice of required attendance at an Adjudication Proceeding for Fare Evasion. If such hearing does not occur before, during or after the Inspector's shift, but rather requires a special trip from home to work, such Inspector shall be guaranteed a minimum of three (3) straight-time hours' pay for such required attendance.

## **SECTION 18 - PROVISIONS RELATING TO ALL EMPLOYEES**

**18-1**            **Employees' Bonds and Duties.** It is expected that employees will be diligent and regular in the performance of, and attendance upon, their duties with the Company; employees must meet the usual requirements of bonding companies for applicants for fidelity bonds and the Company shall be privileged, at its expense, to require such bonds from such of its employees as it may deem proper; and the Company shall be privileged to sever from its employment such employees who fail to qualify for such bonds or who in its judgment fail to be diligent and regular in the performance of, and attendance upon their duties. The exercise of such judgment by the Company will, however, be subject to the grievance procedure.

**18-2**            **Schedules, Places, Hours and Assignments of Work.** It is recognized and agreed by the parties that the Company has the duty, responsibility and prerogative of designing

and scheduling the operations of its service, and the work, places and hours of work of its employees. The Company may assign any employee to such work which he or she is reasonably capable of performing, and when so assigned any such employee shall be governed during the period thereof by the rules, regulations and working conditions applicable to the department or subdivision to which he or she is so assigned, but shall be paid the regular hourly rates applicable to the position to which he or she is so assigned or to his or her regular position, whichever is greater. The Company may revise, change or redesign the work, places and hours of work, number of work-hours per day and number of work days per week, and its schedules of runs and other assignments of work, whenever it may deem same to be necessary or desirable, provided, however, that nothing therein shall be in conflict, or inconsistent, with any provision of this Agreement. Work of employees shall be performed at or from the places which may be prescribed by the Company. Schedules of runs shall operate from the same, new or changed locations, and runs may be scheduled to operate on more than one route. As schedules of runs or assignments of work are revised, altered or redesigned, it will be the duty and responsibility of the employees to promptly operate and perform their work thereunder.

**18-2.1**        **Notice of Change in Places, Hours and Assignments of Work.** Reasonable notice (except in emergencies) shall be given by the Company of revisions, changes, redesigns of work, places of work, hours of work, number of work-hours per day, number of work-days per week and assignments of work.

**18-2.2**        **Adjustments of Disputes.** No complaint, controversy or grievance in any respect relating to any assignments of work or to schedules of runs, shall prevent, interfere with or hinder the picking or assignments under such assignments or schedules, or their operation, or the operation of the runs thereunder. In the event of any such complaint, controversy or grievance, the schedules, and the runs thereunder, or the assignments or work, shall nevertheless be operated and performed in accordance therewith and such complaint, controversy or grievance shall be determined in accordance with the grievance procedure herein before provided.

**18-2.3**        **Compliance with Laws.** Anything herein or in said agreement to the contrary notwithstanding, it is agreed that if, at any time, any statute, law, ordinance or lawful regulation, is enacted or adopted, which shall prescribe or limit the number of hours per day or per week which any employee of the Company may lawfully work, or requiring the Company to pay additional compensation (overtime, or premium payments, or otherwise) to any employee after a stated number of hours per day or per week; then and in any of such events, the Company shall be privileged to revise, alter or change the number of hours of work per day and per week of such employee to enable the Company either to comply, in whole or in part, with such statute, law, ordinance or regulations, or avoid, in whole or in part, the payment of any such additional compensation.

**18-3**        **Meals in Emergencies.** Employees shall be permitted a reasonable time to secure meals when engaged in unusual duties due to emergencies beyond their control.

**18-4**            **Pensions.** The Pension Plan heretofore in effect shall be continued without change for employees pensioned prior to August 1, 1966.

**18-4.1**        **Funded Pension Plan.** The parties have provided for a funded pension plan, signed by the parties, which Pension Plan and Agreement and Declaration of Trust is considered a part of this Agreement as if set out in full herein, subject to all the provisions of this Agreement, except that no matter respecting the provisions of such plan shall be subject to the grievance procedure established in this Agreement.

**18-4.1(a)**    **Contributions.** Effective August 1, 2003, the Company's monthly contribution to the pension plan shall equal eleven percent (11%) of the compensation paid to full-time employees (straight time plus overtime) that month. The Company's monthly contribution to the Pension Fund based upon part-time operator compensation shall be calculated by multiplying the total hours worked by part-time operators times the top full-time operator hourly rate times eleven percent (11%). The Company's contribution shall be paid by the fifteenth (15th) of the month following the month in question. It is understood and agreed that employee contributions required by the Agreement and Declaration of Trust or the Pension Plan for employees is a condition of continued employment with the Company and the Company shall automatically deduct from such employees' wages the appropriate amount at the appropriate time as set forth in the Agreement and Declaration of Trust or the Pension Plan and should it ever be required by law that the employees must authorize such deductions, such written authorization shall be a condition of continued employment.

**18-4.1(b)**    **Part-Time Operators.** Part-time operators shall not be eligible to participate in the pension plan.

**18-4.2**        **Seniority of Disability Pensioner Returned to Work.** In the event that a disability pensioner returns to active service with the Company after determination of cessation of permanent disability, he or she shall be returned to the position to which his or her seniority when pensioned would entitle him or her.

**18-5**            **Holiday Allowance.** There shall be eight (8) basic holidays, namely: New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, or the days set aside for the observance of such holidays. In addition, the Company will treat any new National Holidays established during the life of this Agreement, or the days set aside for the observance of such holidays, on which Sunday schedules are operated, as basic holidays.

In addition, each full-time employee will be granted his or her birthday, and his or her anniversary date of hire with the Company, as paid holidays, subject to the qualifying conditions for holiday pay. An employee whose birthday or anniversary date falls on his or her regular day off, or on another basic holiday, will receive eight (8) hours' straight-time pay in addition to any other regular or holiday pay he or she may receive for the day. An employee scheduled to work on his or her birthday or anniversary date must work as scheduled. Effective January 1, 1994, an

employee covered by Sections 14, 15, 16 and 17 of this Agreement may elect to treat either or both of his or her birthday or anniversary date of hire as a floating holiday by submitting such election in writing to his or her supervisor at least thirty (30) days prior to such birthday or anniversary date of hire in which event the following applies:

A. The floating holiday must be scheduled on a day mutually agreed to by the employee and the Company.

B. The employee shall not be paid for his or her birthday or anniversary date of hire (whichever is applicable), but shall be paid for the applicable floating holiday as part of the pay period that includes such day.

The Company shall pay a holiday allowance of eight (8) hours' pay at the employee's attained straight-time hourly rate to each full-time employee on each of such holidays, in addition to his or her regular work performed on such day, subject to the following conditions:

**18-5(a)** The employee shall have completed sixty (60) calendar days' service with the Company prior to the holiday, except employees hired on and after August 25, 1983 to be eligible for holiday pay for his or her birthday, he or she must have been in the employ of the Company for one (1) full year prior to his or her birthday.

**18-5(b)** The employee shall have worked his or her regularly scheduled hours on his or her last regularly scheduled work-day preceding the holiday and on his or her first regularly scheduled work-day following the holiday, and shall have worked on such holiday if scheduled, except that -

(i) An employee who is unable to work such hours on his or her last regularly scheduled work day preceding the holiday or his or her first regularly scheduled work day following the holiday or both by reason of a bona fide illness or a compensable injury shall be entitled to such holiday allowance for all holidays falling within the first thirty (30) days of such illness or compensable injury or if no holidays fall in such thirty (30) day period the first holiday following the commencement of the illness or compensable injury. It is agreed that such employee, as a condition to receiving holiday pay, must present a doctor's certificate describing his or her illness or compensable injury;

(ii) An employee who, for the following reasons, fails to work such hours on his or her last regularly scheduled work-day preceding the holiday or his or her first regularly scheduled work-day following the holiday or both, or on the holiday if scheduled to work, shall not be deprived of such holiday allowance:

1. Disciplinary suspension, except that a bus or train operator missing the second half of a swing run shall be deprived of the holiday allowance except when the "miss" is caused by circumstances beyond his or her control;

2. Death in the immediate family - for which the employee is absent on paid leave under Section 18-10;

3. Reporting late within thirty (30) minutes after the employee's scheduled reporting time, provided that after reporting he or she remains on duty as directed;

4. Reporting late in excess of thirty (30) minutes after the employee's scheduled reporting time, provided that after reporting he or she works a complete scheduled run of eight (8) hours, in the case of a bus or train operator, or, in the case of an employee other than a bus or train operator, he or she works a number of hours equal to his or her normally scheduled work-day;

5. Excused absence for illness of the employee after completing at least four (4) hours of work, provided the employee presents to the Company a doctor's certificate describing such illness;

6. Excused absence for active jury duty;

7. Absence because of ordered duty in the United States Army, Navy, Air Force Reserve or Army, Air Force or Naval National Guard at summer camp or summer cruise.

8. Excused absence for official union business.

(iii) An employee who would normally have a regular day off on a day on which a basic holiday occurs, but who is scheduled to work on the holiday as a result of Sunday schedules becoming effective on the holiday, may be excused from work and shall not be deprived of such holiday allowance if he or she is qualified therefor in all respects, provided:

1. No more than seven (7) days and not less than four (4) days prior to the holiday, an employee who would normally have a regular day off but who is scheduled to work on the holiday as the result of Sunday schedules becoming effective, shall notify his or her supervisory official of his or her desire to be excused from working on the holiday by signing his or her name on a special list which shall be provided for the purpose. Employees so signifying their desire to be excused from work shall be excused in the order of their signatures on such list to the extent possible, provided that there are enough employees of the same classification (currently or previously held) available and properly qualified to enable the Company to conduct its operations without curtailment of required services or functions.

2. For his or her purpose the Company shall also provide a special list on which, no more than seven (7) days and not less than four (4) days prior to the holiday, an employee who is not scheduled to work on the holiday and who desires to work on the holiday shall notify his or her supervisory official of his or her desire to work on the holiday

by signing his or her name and indicating, in the case of a bus or train operator, his or her desire to work A.M. (reporting before 12:30 P.M.) or P.M. (reporting after 12:30 P.M.) on such day. The list shall be closed four (4) days prior to the holiday. A bus or train operator who has signed the special list for work on the holiday shall work as assigned or be treated as a missed operator in all respects.

3. A bus or train operator so signifying their desire to work will be assigned to such holiday work on the day preceding the holiday, after work has been assigned to all extra bus or train operators on report. In the event that there is not a sufficient number of employees desiring to work on the holiday to enable the Company to excuse all of the employees who have indicated their desire to be excused, operators shall be excused in order of their signature on the list as long as there is an operator on the work list to cover their run.

4. At 1:30 P.M. on the day preceding the holiday, the Company shall post the names of employees who shall be excused from work on the holiday, and the names of employees who are assigned to work on the holiday. Any employee who is assigned to work and who fails to report for work as scheduled shall be subject to the qualifying requirements for holiday allowance.

5. Bus or train operators who fail to notify the Company of their desire to be excused and who "miss" their assigned report on the holiday will automatically forfeit their holiday allowance, even though they have qualified therefor in all other respects.

6. Employees other than bus or train operators who fail to notify the Company of their desire to be excused and who fail by more than one hour to make their assigned report on the holiday will automatically forfeit their holiday allowance, even though they have qualified therefor in all other respects.

**18-5(c)** An employee who would normally be eligible for holiday allowance, and who is on vacation when a holiday occurs, shall be entitled to such allowance and shall not be required to conform to the provisions set forth in Paragraph 18-5(b) herein, except when the holiday occurs on the first or last day of the employee's vacation in which event, if the holiday occurs on the first day of his or her vacation, he or she shall be required to work his or her regularly scheduled hours on his or her last scheduled work-day preceding the holiday and, if the holiday occurs on the last day of his or her vacation, he or she shall be required to work his or her regularly scheduled hours on his or her first scheduled work-day following the holiday, to qualify for such allowance, unless he or she may otherwise be excepted for the reasons stated herein.

## **18-6 Vacations.**

**18-6.1 Eligibility for Vacation.** Each full-time employee, who shall have had one full year or more of service on or before December 31st of any current year, shall be entitled to a vacation with pay during that year, subject to the following regulations, and provided he or she shall have qualified for such vacation by having worked at least 220 days during the preceding

calendar year. If an employee has not satisfied the 220 work day requirement as of December 31 of the prior year, but has worked 220 days during the 52 week period preceding the first day of his or her vacation, he or she shall be eligible for a vacation with pay. An employee who elects to take a vacation without pay due to not qualifying for a paid vacation, and who later in the year meets the 220-work day requirement, shall be paid the amount of his or her vacation pay. The date of employment (date of qualification in the case of an operator employed prior to August 1, 1964) shall be the most recent date from which the employee shall have been continuously in the service of the Company as a full-time employee.

**18-6.2**        **Length of Vacation.** The length of an employee's vacation shall be in accordance with the following schedule and shall not be extended by the granting of additional days off without pay:

<b><u>Length of Vacation</u></b>	<b><u>Years of Service on or Before December 31st of Any Current Year</u></b>
One Week	One Year
Two Weeks	Two Years
Three Weeks	Seven Years
Four Weeks	Thirteen Years
Five Weeks	Twenty Years

**18-6.2(a)**    **Proportionate Vacation.** An employee who fails to qualify for a paid vacation under the regulations set forth here in shall be entitled to a proportion thereof, provided the sum of the number of days actually worked by him or her, when added to the number of scheduled work days during which he or she was hospitalized or for which he or she received disability benefits, totals at least two hundred twenty (220) days. The length of his or her vacation shall be the same proportion of his or her normal vacation period that the number of days actually worked by him or her bears to two hundred twenty (220) days, rounded to the nearest full day.

**18-6.3**        **Vacation Season.** The vacation season shall be from January 1st to December 31st of each year. The Company shall determine the vacation period within each department by location or subdivision and shall indicate the number of employees at each location of a department or subdivision who shall be permitted to be off on vacation during each week of the calendar year.

**18-6.4**        **Vacation Picking.** Except as otherwise provided in Section 13 of this Agreement, vacation period shall be picked each year on a basis of Departmental Seniority during a period of not less than four (4) weeks immediately preceding the beginning of the vacation period, and vacations shall be taken during the periods picked, except that an employee who fails to qualify under the aforementioned two hundred twenty (220) days of work regulation shall have the option of taking a vacation without pay and should he or she subsequently qualify for a paid vacation before December 31st of the current year, he or she shall be paid the amount of his or her vacation pay. Should he or she choose to work during his or her vacation period and

should he or she subsequently qualify for a paid vacation sufficiently prior to December 31st of the current year to permit his or her completing his or her vacation before that date, the Company shall schedule the most satisfactory vacation possible for the employee. Open weeks for any reason during the period from the third Sunday in June through August and weeks with a basic holiday, as defined in Paragraph 18-5, shall be posted for five (5) days for repicking.

**18-6.5**        **Vacation Periods of Full Weeks.** Vacation periods of one or more full weeks may be taken in separate consecutive or any combination of whole week periods, beginning on Sunday and ending on Saturday.

**18-6.6**        **Vacation Periods Involving Odd Number of Days.** Vacation periods of one or more days, involving proportionate vacations or additional days of vacation, may be taken consecutively during periods when the total number of consecutive days may be available on the vacation schedule; or if desired by the employee, the vacation may be split as between a full week and the additional days. If the week and additional days are taken consecutively, the additional days may be taken immediately after the week. If the week and additional days are split, the additional days shall be taken consecutively in a period either beginning with a Sunday or ending with a Saturday, at any time during the vacation period when such days may be available for picking.

**18-6.7**        **Credit for Days Not Worked.** For the purpose of determining whether an employee has qualified for vacation, the following days not actually worked by the employee shall be considered as having been worked: Vacation days (whether paid or unpaid); days lost by reason of temporary leave of absence for Union business, the number of which shall be limited as provided in Section 8-1.2 of this Agreement; and days lost as a result of a compensable injury for which the employee was in no way at fault, in which case such days shall be so considered with respect only to the first vacation following such injury, except that in the event that the injury results in a subsequent recurrence of lost time, days lost but not in excess of forty (40) in the twelve-month period immediately preceding the employee's vacation shall be considered for this purpose as having been worked.

**18-6.8**        **Vacation Pay.** A regular bus or train operator, or an extra bus or train operator having a hold-down, shall receive vacation pay at his or her current hourly rate for the number of scheduled hours per week in his or her regular run, and when the vacation is less than a full week, he or she shall receive pay for the scheduled hours per day in the days of his or her run which correspond to the vacation days.

**18-6.8(a)**        An extra bus or train operator not having a hold-down shall be paid on the basis of five (5) eight-hour days per week, and eight (8) hours per day when the vacation is less than a full week.

**18-6.8(b)**        Other employees shall be paid at their regular rate for their regularly scheduled daily and weekly hours of work.

**18-6.9**        **Advance Payment of Vacation Pay.** Except when the vacation is less than a full week period, vacation shall be paid in advance with the last regular pay immediately preceding the date of the employee's vacation. The week used as a basis for determining vacation pay shall be the last full week for which the employee is normally paid prior to his or her vacation even though the employee's status as to rate of pay, job or hours of work or otherwise may have changed thereafter. When the vacation is less than a full week period, by reason of the vacation being split as between a full week and additional days, the vacation pay for the additional vacation days shall be paid on the day on which the employee normally would be paid for such days, and he or she shall be paid at his or her regular rate for his or her regularly scheduled hours of work for such days.

**18-6.10**        **Vacation Shall Be Taken.** An employee shall actually take his or her vacation in order to receive compensation for it. Vacations are not cumulative.

**18-6.11**        **Property, Belts, Etc.** At the request of the Company before leaving on vacation and before advance vacation payment is made to them, employees shall properly account for and return all belts and other Company monies and property.

**18-6.12**        **Failure to Report Before or After a Vacation Period of One Week or More:** An employee who fails to report for work on his or her scheduled work-day immediately before or immediately after his or her vacation period, or when the vacation period has been extended by the use of a personal day, floating holiday or individual vacation day, the employee fails to report for work immediately before or immediately after the personal leave day(s), floating holiday or individual vacation day(s) taken immediately before or immediately after his or her vacation period, will, after reporting for and working on the regularly scheduled work-day on which he or she does report under existing rules and regulations, be automatically suspended for the next following three of his or her scheduled work-days, subject to the grievance procedure in the event of extenuating circumstances provided that the Manager, Supervisor or Department Head, or his or her representative in each case, is advised of the facts at the time that the employee reports for work on the day that he or she returns to work. As provided in Paragraph 8-6 herein, however, any employee who on any occasion without reasonable explanation fails to report within forty-eight (48) consecutive hours shall be considered as having voluntarily quit the employ of the Company. It is understood that the Company shall have the right to require any such employee to provide tangible evidence satisfactory to the Company, to support his or her stated reason for failure to report on his or her scheduled work day immediately before or immediately after his or her vacation, which in the case of claimed illness could include a doctor's certificate describing the nature of the claimed illness.

**18-6.13**        **Separation from Service Before Vacation.** Except as provided below, an employee who is otherwise qualified for vacation but who, before taking his or her vacation, resigns, is discharged or is separated from the service of the Company for any reason, except death or layoff due to a force reduction, shall not be given a vacation nor granted compensation in lieu thereof. In the event of death of an employee before having taken his or her vacation, pay for the vacation which he or she would have received shall be paid to his or her estate, provided

that at the time of death such employee shall have met all of the qualifications necessary for a paid vacation. In the case of layoff due to a force reduction, an employee who has qualified for a paid vacation shall be paid his or her vacation pay at the time of layoff. An employee who resigns his or her position with the Company shall be entitled to payment for any vacation time due him or her that he or she would have earned from the previous year, provided such employee gives the Company at least four (4) weeks' advance notice that it is his or her intention to resign his or her position with the Company. It shall be understood that no employee shall receive pay for more than one vacation during any one calendar year.

**18-6.14**      **Normal Retirement.** An employee retiring at normal retirement age or later shall receive in addition to the vacation he or she is entitled to take during the year of retirement, pay in lieu of vacation in a proportionate amount representing time worked in the year of such retirement which proportionate amount shall be determined by applying the fraction

$$\frac{\text{Number of Days Worked in Calendar}}{\text{Year of Such Retirement}} \\ \underline{\hspace{1.5cm}} \\ 260$$

against the length of vacation as determined by Section 18-6.2.

**18-7**      **Group Life, Accidental Death, Hospital and Surgical Insurance.** Subject to the provisions of this Agreement, the Company shall pay the cost of insurance which will provide eligible full-time employees with the following benefits, with the understanding that the Company shall select the carrier of each class of insurance and that the carrier shall issue to each insured employee an insurance certificate describing the benefits provided.

**18-7.1**      **Life Insurance.** The Company shall provide twenty thousand dollars (\$20,000.00) of life insurance upon the life of each full-time employee who has been in the employ of the Company for six (6) months (after the completion of his or her training period, if any) and who is actively employed on such date. The effective date of such insurance on employees in the employ of the Company less than six (6) months shall be the first day of the month next following completion of said six months of employment, provided the employee is then actively at work. In the event that he or she is not then actively at work, his or her insurance shall be effective on the first day of the month next following the date of his or her return to work. Except in the case of employees terminating for pension, the life insurance shall be cancelled effective with the termination of an employee from the Company's employ for any reason including layoff, but the terminated employee shall be privileged to convert his or her insurance to an individual policy then written by the insurance carrier, provided the employee makes application to the insurance company within thirty-one (31) days following termination of employment and provided he or she pays the premium applicable to his or her age and class of insurance.

**18-7.1(a)**      **Life Insurance.** Employees retiring on retirement pension or disability pension shall have the amount of their life insurance reduced to two thousand dollars (\$2,000) until

November 1, 1993 and thereafter to five thousand dollars (\$5,000) which will be carried in force by the Company during their retirement, except when the pensioned employee collects the amount of his or her insurance under the total and permanent disability clause of his or her certificate.

**18-7.2 Accidental Death and Dismemberment Insurance.** The Company shall provide accidental death and dismemberment insurance in the principal amount of one thousand dollars (\$1,000) for accidental death, and dismemberment benefits according to a schedule described in the insurance certificate. The effective date of such insurance shall be the effective date of the life insurance hereinbefore provided in Paragraph 18-7.1. This insurance shall terminate with an employee's termination for any reason including layoff and pension.

**18-7.3 Medical Insurance.** The provisions of this section {18-7.3 [a] – 18-7.3(q)} shall be effective on January 1, 2004. Medical insurance for the period of 8/1/03 – 12/31/03 for active employees and employees who retired prior to or during that period shall be in accordance with the provisions of the previous collective bargaining agreement effective August 1, 2000 – July 31, 2003.

**18-7.3 (a) Full-time active employees.** For new employees, the effective date of the insurance listed below shall be the first of the month following the completion of sixty (60) days of employment (sixty days after completion of their training period, if any), provided the employee is then actively at work. In the event he or she is not actively at work, such insurance shall be effective on the first day of the month following his or her return to work. This insurance shall terminate effective with an employee's termination for any reason, including layoff.

**18-7.3 (b) Type of Coverage For Full-Time Active Employees.** Effective January 1, 2004, the sole medical insurance plan offered to employees shall be the Labor Management Healthcare Coalition, Inc. (LMHC) Core Plan design (Core Plan – Traditional Blue POS 203, hereinafter referred to as the "Core Plan") or a replacement plan selected under 18-7.3 (d). The Company will pay the full monthly premium cost for single or family coverage, as appropriate, for the Core Plan, or will pay the full single or family monthly premium cost, as appropriate, for a replacement plan.

The Company will reimburse active employees prescription co-pays for amounts in excess of \$5.00 per prescription, for themselves, their spouses and dependents who are enrolled in the Core Plan. The Company will also reimburse active employees the full cost of the following five (5) \$100 deductibles included in the Core Plan as of January 1, 2004, for themselves, their spouses and dependents who are enrolled in the Core Plan.

1. Medical/Surgical – Unlimited days.
2. Alcohol and Substance Abuse – Detox up to seven (7) days/calendar year.
3. In-patient hospital services – Unlimited days
4. In-patient mental health care – Thirty (30) days/calendar year

5. Treatment - Seven (7) days for detox for chemical dependency; up to thirty (30) days member/calendar year for rehab, as medically necessary.

**18-7.3 (c) Termination of Coverage.** The Company shall have the unilateral right to determine whether or not to terminate participation in the Labor Management Healthcare Coalition, 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 is selected.

**18-7.3 (d) Replacement Plan Selection.** A replacement plan will be selected as follows:

1. A joint committee comprised of equal numbers of Union and Management representatives will prepare a Request for Proposals for a cost-effective, single medical insurance carrier to provide a replacement plan of benefits that is equivalent to the Core Plan and has a substantially similar provider directory.
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 a Request for Proposals issued again in accordance with the above-described process. Any replacement plan ultimately selected by the Board of Commissioners will provide for the reimbursements specified in Section 18-7.3 (b) above or the Company may continue to pay those reimbursements directly to employees, at its option.
3. Any dispute as to the meaning of the terms “equivalent” or “substantially similar” shall be settled by resort to the grievance process contained in the cba. The parties agree that any arbitration resulting from such a grievance shall be given priority in scheduling.

**18-7.3(e) Medical Insurance (Employees who retire on or after January 1, 2004).**

Medical insurance coverage for all eligible employees who retire on or after January 1, 2004 will be subject to the provisions of Section 18-7.3 (c) and 18-7.3(d). Those employees will be eligible for the five (5) \$100 deductibles reimbursement set forth in Section 18-7.3 (b).

1. Age Pre-65/Pre-Medicare Eligible retirees, including those who retire under pension plan “Rule of 87” (age 57 with 30 or more years of service) and are under age 65 (“Age Pre-65 retirees”).

Effective January 1, 2004, 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”). Participation in the plans is subject to residency requirements established by the carrier, Blue Cross/Blue Shield of Western New York.

The Company will pay the full monthly premium cost for single, double or family coverage, as appropriate, in the Core Plan, or a replacement plan selected under Section 18-7.3(d), for Age Pre-65 retirees. Age Pre-65 retirees covered by Traditional Blue PPO 812 will be responsible for paying the difference between the cost of the Core Plan and the cost of Traditional Blue PPO 812.

2. Age Post-65 /Medicare Eligible Retirees (“Age Post-65 retirees”).

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

The four plans are:

Option A - BCBS of WNY Senior Blue 402

Option B - BCBS of WNY Senior Blue 401 with Unlimited Rx

Option C - BCBS of WNY Traditional PPO 201 with Unlimited Rx

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

The Company will pay the full monthly premium cost for single coverage for Option A, Option B or Option C, or a replacement plan selected under Section 18-7.3(d), for Age Post-65 retirees who retire on or after January 1, 2004.

For Age Post-65 retirees covered under Option A, Option B or Option C who have spouses under the age of 65 and/or eligible, covered dependents, the Company will pay the full monthly premium cost for single coverage for the retiree for either Option A, Option B or Option C and will pay for the full monthly premium cost for either single or family coverage, as appropriate, for the retiree’s dependents for the Core Plan, or replacement plan.

For Age Post-65 retirees covered under Option A, Option B or Option C, who have spouses over the age of 65 and/or eligible, covered dependents, the Company will pay the full monthly premium cost for double coverage for the retiree and his/her spouse for either Option A, Option B or Option C and will pay for the full monthly premium cost for either single or family coverage, as appropriate, for the retiree’s other covered dependent(s) for the Core Plan or replacement plan.

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

Retirees eligible for benefits under this section can opt to waive the medical insurance coverage set forth herein, and upon showing proof of duplicate coverage, receive the amount per year specified in Section 18-7.3(p) of this agreement. Payments will be made no later than December 15<sup>th</sup> of each year for the year in which medical insurance coverage has been waived.

**18-7.3(f) Employees on Disability Pension/Medicare Eligible Employees**

1. The Company will pay the full monthly premium cost for single, double or family coverage, as appropriate, for Core Plan, or a replacement plan selected under Section 18-7.3(d), for those who are not eligible for Medicare, who retire on a disability pension on or after January 1, 2004.
2. Employees who retire on a disability pension on or after January 1, 2004 who are eligible for Medicare will receive medical insurance coverage in the same manner as Age Post-65 retirees, as set forth in Section 18-7.3 (e) 2.
3. The provisions of Section 18-7.3 (c) and 18-7.3 (d) shall apply to retirees on disability pension. Those pensioners who retire on or after January 1, 2004 shall receive \$100 reimbursement for any of the five (5) deductibles identified in Section 18-7.3 (b), for themselves, their spouses and dependents who are enrolled in the Plan.

**18-7.3(g)** The Company will continue to reimburse retirees who retired prior to January 1, 2004, the monthly premium cost for single coverage for the Blue Cross 60/61 Plan with the following riders: Riders 4, 22, 41, 45, 46, 47, 48; \$5.00 prescription co-payment and the Major Medical Rider \$100/200 deductible.

**18-7.3(h)** The Company shall provide reimbursement for the single premium for over 65 coverage for each employee sixty-five (65) years of age and over who retires on or after August 1, 1964 and before January 1, 2004 on a pension from the Company, and reimbursement for the existing single coverage benefits listed above in 18-7.3(g) for such Company pensioned employees under age 65 until they become 65, at which time they will be transferred to the coverage specified in the first part of this sentence. Retired employees may, at their own expense, arrange with the Union to continue benefits in all such plans on their dependents

**18-7.3(i)** Notwithstanding anything contained in the collective bargaining agreement to the contrary, any employee who retires prior to age sixty-two (62) and does not qualify under the Rule of 87 shall not be entitled to any Company paid insurance coverage of any type, except for the life insurance specified in Section 18-7.1. Effective on the first of the month following the employee's sixty-second birthday, he or she will be entitled to the same benefits described in this Section 18-7.3(e) provided he or she meets all applicable eligibility requirements including those specified in Section 18-7.3 and under the rules and policies of the insurance carrier. An employee who retires between the age of fifty-seven (57) and sixty-two (62), on or after January

1, 2004, when the sum of that employee's age and service equals eighty-seven (87), shall receive the benefits described in 18-7.3(e).

**18-7.3(j)** The Company shall provide Blue Cross over 65 coverage for each employee sixty-five (65) years of age and over who retires on and after August 1, 1964 and prior to January 1, 2004 on a pension from the Company and the existing single coverage benefits listed in Section 18-7.3(g) for such Company-pensioned employees under age 65 until they become 65, at which time they will be transferred to the coverage specified in the first part of this sentence. It is understood that as per past practice, an employee who at the time of retirement has been receiving the major medical and prescription drug coverages provided for in Section 18-7.3(g) and 18-7.3(a) shall continue to have such coverages after retirement without dependent coverage. Such retired employees may at their own expense arrange with the Union to continue benefits in all such plans on their dependents.

Notwithstanding anything contained in the Collective Bargaining Agreement to the contrary, except 18-7.3(i), any employee who retired prior to age sixty-two shall not be entitled to any Company-paid insurance coverage of any type, except for the life insurance specified in Section 18-7.1, until the first of the month following their sixty-second birthday, at which time they will be entitled to the benefits described in this Section 18-7.3(j), provided they meet all applicable eligibility requirements including those specified in 18-7.3(l) and under the applicable rules and policies of the insurance carrier. Employees receiving Disability Pension under the Company-Union Pension Plan shall be governed by applicable past practice.

**18-7.3(k)** **Insurance Coverage.** Unless informed to the contrary, the above-described coverages for each employee shall be single coverage. However, an employee may elect to have family coverage so long as he or she has family dependents as defined in the applicable insurance policy. An employee electing family coverage must inform the Company immediately when he or she no longer has any family dependents as defined in the applicable policy.

**18-7.3(l)** Employees who retire or retired on or after August 1, 1974 on a pension from the Company will be provided by the Company the full monthly cost for Medicare (Part B, Medical) payments if they are sixty-five years of age or over and have registered for Medicare, Part B. Employees retiring on and after August 1, 1964 and before August 1, 1974 on a pension from the Company will each be provided \$4.00 per month for Medicare (Part B, Medical) payments if they are 65 years of age or over and have registered for Medicare, Part B. To be entitled during retirement to any insurance coverage including the above, the employee must have left the active service of the Company at the time he or she was eligible to begin receiving pension benefits under the Company-Union Pension Plan and must have left for the purpose of retirement under the Company-Union Pension Plan. No other employee shall be entitled to any insurance continuation including as described above, after leaving the active service of the Company, except for an employee who is receiving a pension benefit from the Company-Union and who was terminated by reason of Section 8-3.2 of this Agreement, and who had twenty (20) or more full years of service with the Company before the commencement of the Section 8-3.2 sick leave

of absence, if such employee was not able to return to full-time employment with the Company as per Section 8-5.4 of this Agreement.

Should the United States Government add additional benefits to the Medicare system, such that the new benefits substantially provide the protections covered by the coverage provided for in Section 18-7.3(h) and/or provide for prescription drug reimbursement, the Company shall have the right to cease reimbursing all retirees for such coverage, as applicable.

**18-7.3(m)** Employees who retired before January 1, 2004 may request enrollment in the appropriate LMHC plan options. Enrollment may be denied by either the LMHC or by Blue Cross and Blue Shield of WNY, if it would negatively impact the plan rates. All requests for entry into the plan must be approved both by the LMHC and by Blue Cross and Blue Shield of WNY. If allowed to enter the plan, those retirees will permanently forfeit their medical insurance monthly stipend that was provided for or received pursuant to the collective bargaining agreement under which they retired, and they will be subject to the provisions that apply to retirees retiring on or after January 1, 2004, including the provisions of Sections 18-7.3 (c) and 18-7.3 (d).

**18-7.3 (n) Dental Coverage.** The Company shall provide for active employees and their eligible dependents, the Group Health Inc. Comprehensive Dental Plan (Preferred Plan). The Company shall provide Group Health Inc. Orthodontics Rider for active employees eligible for family coverage under the above provided for Dental Plan. Such coverage shall commence the first of the month following sixty (60) days of employment (sixty (60) days after the completion of the training period, if any).

**18-7.3(o)** Effective August 1, 1993, the Company shall provide for active full-time employees who have been in the employ of the Company for sixty (60) days (sixty (60) days after the completion of their training period, if any) and for such employee's eligible dependents the Group Health, Inc. Vision Services GHI, CBP Insurance Plan.

**18-7.3(p) NFTA Policy - Payment in Lieu of Insurance.** In the event that an employee waives the medical insurance coverage as set forth in 18-7.3, upon showing proof of duplicate coverage, he/she shall receive an amount per year in accordance with the following table payable no later than December 15th of each year.

<b><u># Participants</u></b>	<b><u>Single</u></b>	<b><u>Family</u></b>
1 - 55	\$1,050	\$1,050
56 - 62	\$1,200	\$1,800
63 or more	\$1,200	\$2,250

**18-7.3(q) National Health Bill.** Should a National Health Bill be passed, the Company and Union agree to re-open and discuss medical coverage no later than one month after passage.

**18-7.4**        **Sickness and Accident Insurance.** The Company will pay the premium cost for New York State "statutory" disability coverage.

**18-7.5**        Subject to the consent of the Union, the Company shall have the right to substitute insurance carriers and benefit plans for any of the insurance coverages and benefit plans described in Sections 18-7 through 18-7.3(o).

**18-8**        **Cost-of-Living Allowance.** It is agreed that there shall not be any cost of living allowance or cost of living adjustment during the terms of this Agreement, and the above shall not be operative during the terms of this Agreement.

**18-9**        **Injury While on Duty.** An employee injured while on duty, who requires immediate medical care, shall be furnished transportation to a doctor's office or a hospital. If the attending doctor advises the injured employee in writing to go home, the employee shall be paid his or her full day's pay for the day of the injury.

**18-9.1**        A full-time employee injured by reason of an assault while on duty for the Company by a person not an employee of the Company 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 normal work week up to a maximum of forty (40) hours and (ii) that which such employee receives from New York State Workers' Compensation, provided such employee at the time of the incident notified the Company dispatcher (or Supervisor in the case of Maintenance employees) of the incident.

**18-10**        **Leave of Absence for Death in Immediate Family.** In the event of death occurring in a full-time employee's immediate family (i.e. mother, father, mother-in-law, father-in-law, spouse, child, brother or sister of an employee), the employee shall be excused from work for the time necessary and shall be paid at his or her regular rate of pay for the scheduled work-time he or she is required to lose on any of his or her scheduled work-days provided that pay for such time shall not be in excess of three (3) days provided that such time must be taken no later than fifteen (15) days following the date of death. In the event that the funeral is not in the local vicinity and considerable travel time is required to and from the place of death and burial, the pay for time lost may include scheduled work-days spent in traveling, provided that such pay shall not be in excess of the aforesaid three (3) days. In the event of the death of an employee's grandparent or grandchild the employee shall be excused from work for the time necessary to attend the funeral of such grandparent or grandchild and shall be paid at his or her regular rate of pay for the scheduled work time he or she lost from work on the day of the funeral to attend the funeral.

If leave of absence for death is required to be used during a period that an employee is on or scheduled for vacation, the employee will be charged for leave under this section (maximum of three (3) days) and vacation time not used will be restored to his/her vacation bank. Employees may not receive both leave of absence for death pay and vacation pay for same days.

**18-11 Pay When Called In to Meet With Supervisor.** It is agreed that if a full-time employee is required by the Company during non-working hours to meet with a supervisor or other Company official, such employee shall be paid for the time spent in such meeting.

**18-11.1 Commercial Driver's License (CDL)**

The Company will pay for the cost of CDL renewal for all full-time ATU employees hired on or before August 1, 2003 who then possessed a commercial drivers license. Reimbursement shall be made as follows:

1. One-half (1/2) the cost if the employee has no chargeable vehicle accidents in the 24 months (730 days) immediately prior to the license renewal date.
2. One-half (1/2) the cost if the employee has no safety-related work infractions (e.g. traffic violations, cell phone use, seat belts, not wearing safety glasses, etc.) in the 24 months (730 days) immediately prior to the license renewal date.

For employees hired after August 1, 2003, the Company will pay for the cost of CDL renewal in accordance with Paragraphs 1 and 2 above, only if the full-time employee occupies a job title which requires the possession of a CDL license.

**18-12 Pay Day.** All employees covered by this section will be paid weekly on Thursday for work performed in the week ending the previous Saturday. In weeks in which a holiday occurs on Monday, Tuesday or Wednesday, the Company shall extend forth its best effort to distribute checks on Thursday after 3:00 P.M. In weeks in which a holiday occurs on a Thursday, the Company shall extend forth its best efforts to distribute checks on Wednesday after 3:00 P.M.

**18-13 Drug/Alcohol Testing.** It is agreed that the provisions of the Drug-Free Workplace Act of 1988 (49 CFR Part 29) and Procedures for Transportation Workplace Drug and Alcohol Testing Programs (49 CFR Part 40) and Prevention of Prohibited Drug Use and Alcohol Misuse in Transit Operations (49 CFR Part 655) will apply to all employees covered by this Agreement.

**18-14 Longevity Pay.** Longevity pay will be earned by employees with at least seven (7) years of service in accordance with the following schedule:

<u>YEARS OF SERVICE</u>	<u>LONGEVITY PAY</u>
7	\$ 300 (eff. date of ratification)
11	\$ 500 (eff. date of ratification)
15	\$ 700 (eff. 8/1/97)
20	\$ 900 (eff. 8/1/98)
25	\$1200 (eff. 8/1/99)

For the purpose of computing longevity pay, an employee shall receive a longevity increment on August 1st if his/her 7th, 11th, 15th, 20th, 25th or 30th year of service shall be completed at any time within that contract year.

Once eligible, the employee's longevity increment shall be added to his/her salary for the computation of an hourly rate of pay.

Longevity increments are not used for the calculation of percentage salary increases as contained in this agreement.

**18-15** An employee off for union business, such time off will be considered as time worked by the company.

**18-16** **220 Workday Requirement:** Employees must be credited with 220 days of work to qualify for benefits. Employees who fail to qualify can use days over the number required to qualify in the three prior calendar years to meet the 220-work day requirement.

**18-16 (a)** For the purpose of meeting the two hundred twenty (220) work day requirement for benefits, all employees who accept extra work assignments in a workday, paying at least two (2) hours, will be credited with a day's work for such work up to a maximum of two (2) days per week. (Two (2) hours, same as operators)

## **SECTION 19 - WORKING CONDITIONS, PRACTICES, ETC. TO CONTINUE**

**19-1** The present working conditions, practices, rules and regulations of the Company not altered or modified by this Agreement, shall continue in full force and effect except it is understood and agreed that the hours of work and scheduling of runs may be revised by the Company if it deems such revision necessary by reason of the Award or determination of any Board of Arbitration herein provided for. However, it is understood and agreed that the Company shall always be privileged from time to time to revise, supplement and otherwise change its rules, provided same are not in conflict with any specific provision of this Agreement, and if in conflict or inconsistent with any such specific provision, such revised, supplemental, or changed rules or regulations shall be subject to the approval of the Union which approval the Union agrees not to unreasonably withhold.

## SECTION 20 - CHANGES IN RENEWAL AGREEMENT

**20-1**        **Proposal of Modifications.** At least sixty (60) days prior to the end of this Agreement, 7/31/06, or of any automatic renewal thereof, either party may propose to the other in writing any modifications thereof. The parties shall use their best efforts to reach an agreement in respect to such proposals as expeditiously as possible.

**20-2**        **Arbitration.** In the event, however, that the parties are unable to reach such an agreement, then such of the proposals as relate to wages, hours of work or pensions, shall be presented to a Board of Arbitration which shall be composed of one representative selected by the Company and one selected by the Union.

**20-3**        **Failure to Appoint Arbitrator.** If either party fails to appoint its representative, after written notice from the other so to do, within the time specified by such notice, which shall be not less than six (6) or more than twelve (12) business days thereafter, then the party so failing to appoint its representative shall be deemed automatically (a) to have withdrawn any written proposals theretofore made by it and not theretofore agreed to by the other party and (b) to have agreed to any written proposals made by the other party (and not theretofore withdrawn by it).

**20-4**        **Appointment of Third Member of Board.** The representatives appointed by the Company and the Union shall meet promptly to select a third impartial member who shall be the Chairman of the Board of Arbitration. In the event that they are unable to agree on such impartial member within six (6) business days after their first meeting for the purpose of selecting such member, then the parties shall request the Federal Mediation and Conciliation Service to submit a list from which the Chairman of the Board of Arbitration may be selected.

**20-5**        **Consideration of Facts, etc.** Such Board shall receive and consider all facts, representations, documents and contentions which may be presented by either party, and the parties may, if they so desire, be represented by counsel.

**20-6**        **Decision of Board.** A decision reached by any two members of such Board shall be final and binding on both parties to this Agreement.

**20-7**        **Clarification by Arbitrators.** In the event that any portion of the decision of such Board is claimed by either party hereto to be uncertain, or if any dispute arises between the parties as to the meaning or intent of any portion of such a decision, then such portions of such decision as to which there is such doubt or dispute shall be referred to such Board for clarification.

**20-8**        **Expenses of Arbitration.** The Company shall pay any expenses of the member selected by the Company, and the Union shall pay any expenses of the member selected by the Union; the fees and expenses of the third member, and all stenographic fees and other general expenses of such arbitration, except as above specified, shall be paid equally by the parties hereto.

**20-9**            **Modification of Agreement**. Any modifications of this Agreement as may be agreed upon by the parties, or by any two members of such Board of Arbitration, shall be embodied in the then next annual renewal of this Agreement.

## **SECTION 21 - DURATION AND RENEWAL**

**21-1**            The term of this Agreement shall continue to August 1, 2009 and shall be automatically renewed from year to year thereafter, unless either party gives written notice to the other at least sixty (60) days prior to the expiration of the original term of this Agreement, or of any renewal thereof, that it elects to terminate this Agreement at the end of any such term. Such notice shall be sent by registered mail to the party to whom it is addressed, or it may be delivered personally within said time. If sent to the Company, it shall be addressed to its President or Director of Surface Transportation at 181 Ellicott Street, Buffalo, New York, or it may be delivered personally to either of said officers. If sent to the Union, it shall be addressed to its President or Secretary-Treasurer at 196 Orchard Park Road, West Seneca, New York 14224, or it may be delivered personally to either of said officers.

## **SECTION 22 - SUCCESSORS AND ASSIGNS OF THE COMPANY**

**22-1**            This contract shall be binding on the successors and assigns of the Company and none of its provisions shall in any way be affected by a consolidation, merger or sale of the Company nor by a change in its legal or management status.

## **SECTION 23 - LEGISLATIVE ACTION**

**23-1**            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 THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

## **SECTION 24 - NEW OPERATION**

**24-1** It is understood that the negotiations with respect to the terms and conditions of employment of individuals employed in the Bus and Rail Transportation Departments, in the Maintenance Department, in the Rail Ticket Inspection Department and in the Office and Clerical unit who will work in connection with the rail operations, were conducted prior to the actual commencement of operations of the rail system. It is understood and agreed that the Company must have flexibility for the start-up and operation of the rail system and the reorganization of bus operations resulting from the operation of the rail system. Accordingly, nothing contained in this Agreement shall interfere with the Company's right to make changes for the efficient operation of its rail and bus operations and their maintenance, subject to the prior agreement of the Union, which shall not be unreasonably withheld.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective officers thereunto duly authorized as of the 1st of August 2006.

DATED: \_\_\_\_\_

NIAGARA FRONTIER TRANSIT  
METRO SYSTEM, INC.

By: /s/ \_\_\_\_\_  
Lawrence Meckler  
President

LOCAL UNION 1342 OF THE  
AMALGAMATED TRANSIT UNION

By: /s/ \_\_\_\_\_  
Vincent G. Crehan  
President/Business Agent

By: /s/ \_\_\_\_\_  
Thomas M. Pokrywczynski  
Secretary-Treasurer