


GRIEVANCE SETTLEMENT AGREEMENT
BETWEEN
NIAGARA FRONTIER TRANSIT METRO SYSTEM INC.
AND
AMALGAMATED TRANSIT UNION LOCAL 1342

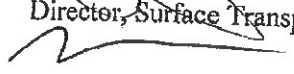
All parties to this Grievance Settlement Agreement ("Agreement") agree to the following terms on a non-precedent basis to resolve two grievances dated January 3, 2022 (B. Dantzler 2022-0001 and 0002) and a grievance dated February 11, 2022 (M. Smith 2022-0013) and further to avoid any dispute between the parties regarding two employees (B. Dantzler and M. Smith) who transferred to a new position as a result of nonwork-related illness or injury:

1. ATU Local 1342 and NFT Metro System Inc. agree that effective on the first payroll following the execution of this Agreement, and starting on the date they commenced work at their new position, Bonnie Dantzler and Michael Smith will receive the rate of pay for their current position equal to their step in their former position prior to their transfer, to wit: Ms. Dantzler shall be placed at Step 6 in her (Helper - Rail Car) position; Mr. Smith shall be placed at Step 3 in his (Porter) position. Any increases in steps due thereafter shall be based on the aforementioned employees' qualification date with the Company. Both employees shall be subject to a probationary period of sixty (60) working days, commencing on the day they started work at their new position.
2. In exchange for the terms set forth in this Agreement, the Union agrees to withdraw with prejudice the above-referenced grievances filed by Ms. Dantzler and Mr. Smith as well as any other grievance which was or may be filed by or for the individuals named herein regarding their rate of pay following transfer to the position they currently hold.
3. This Agreement is entered into without prejudice and does not set or create any precedent with regard to either parties' position on wage rates/wage progression, or any other matter, including but not limited to Section 10-13 of the CBA.
4. No party shall offer, cite, enter or otherwise use or rely upon this Agreement, its terms or the underlying facts and circumstances in any future action or proceeding, federal, state, local or administrative, including grievance and arbitration proceedings, except those that may be necessary to enforce the terms of this Agreement.

For NFT METRO SYSTEM, INC.

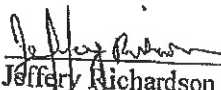

Thomas George, P.E.
Director, Surface Transportation

Date 3/4/22


Matthew Van Vesse
Director, Labor Relations

Date 3/4/22

For the ATU Local 1342


Jeffrey Richardson
ATU President/Business Agent

Date 3-4-2022

Local1342@aol.com

From: Nolan J. Lafler <njlafler@bklawyers.com>
Sent: Friday, February 25, 2022 8:47 AM
To: Local1342@aol.com
Subject: RE: Michael Smith Grievance (rate of pay following bid to new location)

Jeff –

This agreement confirms what we discussed with Matt and Tom during our meeting on Tuesday. Medical downbidders Smith and Danzler will be returned to their prior rate of pay. My only suggestion is that we ask that they both be made whole for the period of time they've been stuck at the lower rate. The proposed agreement is prospective only, and merely fixes their pay rate on the day of signing. I wouldn't recommend holding up the settlement over that if the Company says no, but it seems worth asking.

While this agreement is limited to Smith and Danzler and is, by its terms, non-precedent setting, I think that we should attempt to resolve the medical down-bid issue permanently as part of what I anticipate being our negotiated resolution of the cross-bidding dispute globally. The Company seems to acknowledge the distinction between someone who voluntarily cross-bids and someone like Smith or Danzler who has no choice.

Please let me know if you have any questions.

Thanks,
Nolan

From: Local1342@aol.com <Local1342@aol.com>
Sent: Thursday, February 24, 2022 2:42 PM
To: Nolan J. Lafler <njlafler@bklawyers.com>
Subject: FW: Michael Smith Grievance (rate of pay following bid to new location)

Nolan:
FYI

From: Matthew VanVessem <Matthew.VanVessem@nfta.com>
Sent: Thursday, February 24, 2022 2:40 PM
To: Local1342@aol.com
Cc: Karen Novo <Karen.Novo@nfta.com>; Wayne Gradl <Wayne.Gradl@nfta.com>
Subject: RE: Michael Smith Grievance (rate of pay following bid to new location)

Jeff –

Please see attached the proposed settlement agreement for the grievances involving Ms. Dantzler and Mr. Smith.

Any questions please let me know.

Regards,

Matthew C. Van Vesse

Director, Labor Relations

Niagara Frontier Transportation Authority

181 Ellicott St. Buffalo, NY 14203

o 716.855.7277

matthew.vanvessem@nfta.com

www.nfta.com



From: Matthew VanVessem <Matthew.VanVessem@nfta.com>

Sent: Thursday, February 17, 2022 11:34 AM

To: Local1342@aol.com

Cc: Karen Novo <Karen.Novo@nfta.com>; Matthew VanVessem <Matthew.VanVessem@nfta.com>

Subject: Michael Smith Grievance (rate of pay following bid to new location)

Jeff –

I appreciate your time today to speak about Mr. Smith's grievance. We also appreciate the Union's agreement to waive the time for the Company to respond to the grievance until we meet on 2/22/22.

Any questions let me know.

Regards,

Matthew C. Van Vesse

Director, Labor Relations

Niagara Frontier Transportation Authority

181 Ellicott St. Buffalo, NY 14203

o 716.855.7277

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