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AGREEMENT

by and between the

NIAGARA FALLS BRIDGE COMMISSION

and the

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.

Local 1000, AFSCME, AFL-CIO

CSEA

NIAGARA FALLS BRIDGE COMMISSION UNIT
NIAGARA COUNTY LOCAL 832

November 1, 1995 - October 31, 2000
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PURPOSE AND INTENT

This agreement, entered into the 1st day of November 1995, by and between the Niagara Falls Bridge Commission (Hereinafter referred to as the Commission) and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO (Hereinafter referred to as the Union) evidences a desire of the parties hereto to promote and maintain harmonious relations between the Commission and its employees and the willingness of the Commission to bargain with them through the Union as their representative.

ARTICLE 1
RECOGNITION

1.1 The Commission recognizes the Union as the bargaining agent for a unit of employees of the Commission as certified by the State of New York Public Employment Relations Board (PERB) (Case No. C-1013) as follows:

Included: Toll Collectors, Truck Compound Attendants, Toll Captains, Part-Time employees, Maintenance men, and Janitors.

Excluded: Seasonal Temporary employees, Maintenance Foremen, and all other employees of the employer.

1.2 The term "employees", as hereinafter used, means those members of the Unit as described in 1.1 above who are regularly employed on a full-time or on a part-time basis, as defined in paragraph 8.2 below, who are carried on the United States payroll of the Commission.
1.3 For the purpose of clarification, certain terms used in the PERB certification are defined as follows:

(a) "Janitors" - includes janitor-handymen, janitresses.

(b) "Seasonal Temporary Employee" shall mean an employee of the Commission and as such is available for temporary employment by the Commission between the first day of November and the 30th day of April of the following year for not more than twenty-four (24) hours per week on a regular basis and between the first day of May and the 31st day of October for not more than forty (40) hours per week on a regular basis.

ARTICLE 2

UNION SECURITY AND DUES

2.1 Except as prohibited by law, it shall be a condition of employment that all present full-time and part-time employees in the bargaining unit, shall become members of the Union within 30 days of the date of signing this Agreement and shall remain members of the Union. New full-time and part-time employees shall become members of the Union not later than the date on which they complete their probationary period and shall maintain their membership in good standing during the term of this Agreement.

2.2 Once each month the Commission will deduct from the wages of employees who authorized such deduction, starting with the fourth month of their employment, an amount equal to the regular monthly dues. The Union shall notify the Commission in writing from time to time of the amount of such monthly dues. The
amount so deducted for dues under this paragraph will be forwarded by the Commission to the Union not later than the 15th day of the month following the month in which such deduction was made, together with a list of names of employees from whose pay Union dues were deducted.

2.3 The Union will indemnify and save the Commission harmless from and against any and all claims and demands which may be made by employees against the Commission arising out of the deduction from their pay of such dues and other deductions (See Section 2.6) and their remittance to the Union or its designated Agent pursuant to this Article.

2.4 When a new employee is hired, upon completion of his probationary period, the Commission utilizing the "Completion of Probationary Period" form will notify the Union President within five (5) days after completion of the probationary period. The Union will then obtain the employee's signature on a dues check off card and forward it to the Commission. In addition to deducting Union dues pursuant to Article 2.2, the Commission, except as prohibited by law, will also deduct from the wages of the employee authorizing such deduction at the times and in the amounts agreed upon between the Commission and the Union sums totaling an amount equal to the initiation fees which is uniformly authorized and collected from members of the Union under its Constitution and By-Laws.

2.5 If the conditions of employment regarding the payment of dues as set forth in Section 2.1 of this article are or become prohibited by law, the Commission agrees to collect an Agency Shop fee from each employee who is not a member of the Union in an amount equal to the regular monthly dues paid by an employee who is a member. The Agency Shop fee with a list of those employees paying the fee shall be sent to
2.6 The Commission agrees to deduct from the wages of employees other
deductions as authorized by the employees for insurance programs offered by the
Union and send such deductions to CSEA at the address set forth in Section 2.5 and/or
to its designated agent in the same form and manner the Commission is now
transmitting the dues (See Section 2.2 of this Article). It is understood that in applying
this Section, the Commission will be held harmless as per Section 2.3 of this Article.

2.7 On the effective date of this agreement, the employer shall supply to the
Niagara Falls Bridge Commission Union a list of all employees in the bargaining unit
showing the employees full name, home address, social security number, payroll
number, job title, membership status, insurance deduction and first date of employment.
Such information shall hereafter be provided to the Niagara Falls Bridge Commission
Union on an annual basis.

2.8 The Commission, upon receiving written request from the Union President
or his designee, will permit the Union's designated agent access to bargaining unit
members outside the employee's regular working hours (i.e. rest breaks, lunch periods,
or after the completion of the shift) the necessary time to explain to them the Union's
sponsored benefits and programs.
ARTICLE 3
UNION REPRESENTATION

3.1 The Union may elect or appoint and the Commission will recognize a Committee of four (4) employees, two (2) of whom shall be designated as Stewards, one from the Toll Department and one from Maintenance. Any five (5) employees as determined by the Union shall form a committee to negotiate this Agreement and its renewal. The Commission will pay such employees at their regular rate of pay for all regularly scheduled working time spent in such negotiations provided the amount of time so spent is not unreasonable in the opinion of the Commission.

3.2 The Commission will similarly pay a Steward for all regularly scheduled working time spent in investigating and processing grievances provided the amount of time so spent is not unreasonable in the opinion of the Commission.

3.3 No Committee member, including a Steward, shall leave work on Union business without the consent of the immediate supervisor whose consent shall not be unreasonably withheld.

3.4 The Union will notify the Commission in writing of the names of the Committee members and Stewards from time to time provided that the Commission will not be required to recognize any employee as a member of the Committee or as a Steward until receiving such notice in writing.

3.5 Upon prior notification to the Commission, the Union Field Representative shall have access to the Union officers or stewards for the purpose of administering the terms of this Agreement or in conjunction with the provisions of the Article 3.
ARTICLE 4
MANAGEMENT'S RIGHTS

4.1 The Management of the Commission’s undertakings and all of the other usual rights of management are vested exclusively in the Commission and without limiting the generality of the foregoing the Commission has the right to:

(a) hire, suspend, transfer, promote, demote, discipline or discharge employees for just cause and to maintain discipline and employee efficiency;

(b) assign work, determine and rotate shifts and assign employees to shifts and to classify employees in job classifications; prior to any change in the foregoing, Management agrees the Commission will meet with the Stewards to discuss the same. It is understood however, that the agreement of the Union will not be required for such changes.

(c) make and enforce rules and regulations to maintain discipline, safety and efficiency;

(d) to engage independent contractors to do any work (including but not limited to bridge painting), provided that the Commission will not eliminate or discontinue any job classification or engage an independent contractor to do any work for the purpose of avoiding the terms of this Agreement or any other collective agreement to which the Commission is or may be a party;

(e) to continue present employment practices where Working Maintenance Foremen are involved, but that no working maintenance foremen will perform work so that any employee in
the maintenance department will be laid off, but present practice will not be altered to deny employees of the maintenance department either straight or overtime pay.

4.2 Toll Captains shall be permitted to perform Toll Collector's work and shall include relief periods, emergencies and temporary traffic back-ups, the first shift (midnights) and the present overlap days.

4.3 In the event of a complaint that the Commission is exercising its rights of management contrary to any express provision of this Agreement, the complaint may be taken up under the Grievance Procedure set forth in Article 9 of this Agreement.

4.4 There shall be two (2) regular meetings between the Commission and a Committee of four (4) Union members each year - one in April and one in October, provided that either party submits to the other in writing a proposed agenda at least ten (10) days before the scheduled meeting.

ARTICLE 5
STRIKES AND LOCK-OUTS

5.1 So long as this Agreement continues to operate, the Commission agrees there will be no lock-out and the Union agrees there will be no interruption or impeding of work, work stoppage, strike, sitdown, slowdown or other interference with the operations of the Commission by the Union or by any employee.
5.2 In addition to any other sanctions, or in recognition of the sanctions, prescribed or authorized by law, the failure or refusal by any employee to comply with the provisions of this Article shall be cause for discharge.

ARTICLE 6
NO DISCRIMINATION

6.1 The Commission and the Union agree that there will be no discrimination against any employee because of race, sex, religion, or nationality or because of membership in the Union or any other Union.

ARTICLE 7
SENIORITY
FULL-TIME EMPLOYEES ONLY

7.1 Employees shall be considered to be probationary and without seniority until the employee has completed a minimum of thirty (30) calendar days or a maximum of ninety (90) calendar days of service with the Commission after which their names will be placed on the seniority list of full-time employees. The employee's seniority shall be dated back to the date of last hiring as a full-time employee. No grievance shall be submitted concerning the termination of employment, lay-off or discipline of a probationary employee or an employee mentioned in Article 8, exclusive of full-time employees.
7.2 A seniority list shall be prepared by the Commission and shall be revised annually. One (1) copy of such list shall be posted on the bulletin boards described in Article 21, and two (2) copies shall be submitted to the Union. The seniority list shall be by Commission seniority.

7.3 In all cases of demotions, promotions, filling of vacancies in classifications and creation of new jobs (other than the appointment to positions outside the bargaining unit, Toll Captains and Acting Captains Toll) the following factors shall be considered:

(a) Commission Seniority;

(b) Skill, ability and like qualifications;

and where the elements in (b) are relatively equal as among job applicants then (a) shall govern with employees in the bargaining unit being given preference over new employee applicants. It is agreed further that the decision as to promotion and demotion of employees is solely reserved to the Commission. In the evaluation of factor (b), the Commission shall be the judge, but if an employee believes that a proper evaluation of factor (b) with respect to qualifications has not been made, a grievance may be filed under the provisions of the grievance procedure.

Where new employment openings become available, the bids for such openings shall be extended to all Commission employees.

7.4 LAYOFFS AND RECALLS

Layoff and Notification: It is understood and agreed that in the event the Employer plans to layoff employees in this bargaining unit for any reason, the Employer will notify the Union in writing of its plans at least one month prior to the date that such action is proposed to commence, except in the case of an emergency.
Upon notification to the Union of such impending plans, a meeting shall be arranged between the parties within five (5) calendar days of such notification to review the anticipated layoff and the effect it will have on employees within the bargaining unit.

During the aforementioned meeting a seniority list will be established for the Toll Department and the Maintenance Department, however, Commission seniority will govern layoff, reduction of forces and/or job abolition.

i. If after the implementation of the above the Employer establishes that a layoff is still necessary, before any full-time employee in a classification is laid off, seasonal temporary employees, part-time or initial probationary employees shall have been laid off in that order.

ii. When the provisions of subparagraph (i) have been complied with and a layoff were to occur in the Toll Captain classification, the least senior Toll Captain shall, seniority permitting, displace an employee with the least seniority in the next lower pay grade in his/her department (Toll Collector).

iii. Thereafter, if a further reduction occurs in either the Toll or Maintenance Department, the employee with the lowest seniority in the classification to be reduced shall, seniority permitting, displace an employee with the least seniority in the same or next lower pay grade.

The employee with the least Commission wide seniority shall be laid off.
iv. If the employee(s) so displaced in subparagraph (ii) and (iii) held a position in a higher paying classification on a permanent basis, without a disciplinary demotion, he/she may displace an employee in that formerly held higher classification having less seniority than the displacing employee.

v. The Commission will be liable for any errors on a layoff only from the date of the filing of a written grievance bringing said errors to the Commission's attention.

Any employee to be laid off will receive no less than fourteen (14) calendar days notice, such notice to be delivered by hand. The employer shall forward to the Union a list.

7.5 RECALL RIGHTS

Laid off employees shall be placed on a recall list in order of the Commission seniority. The recall rights of employees shall expire after a maximum two (2) year period from the date of layoff. Written notice of the expiration of recall rights shall be sent by registered or certified mail to the employee's last known address.

i. Whenever a vacancy occurs in a classification, employees who are on the recall list shall be called in accordance with their seniority in reverse order in which they were laid off, and shall be given ninety (90) days to qualify in that position if they have not previously held that position. If after ninety (90) days the employee does not qualify he/she shall be returned to the recall list and the next senior Commission employee shall be recalled from the list and shall be subject to the same provisions.

ii. The Commission will be liable for any errors on recall only from the date of filing of a written grievance bringing said errors to the Commission's attention.
iii. The Commission will pay Blue Cross for the month following the month which the employee was laid off and the employee shall have the privilege of continuing such coverage by paying to the Commission an amount equal to the appropriate premium paid by the Commission for such coverage and this privilege shall terminate the first day of the twelfth month following the date of layoff.

iv. It is understood that no new employees will be hired until all employees on layoff have been recalled, unless the employee remaining on the list was unsuccessful in qualifying for the position which has become vacant.

7.6 Notwithstanding the provisions of this Article, the Commission may layoff employees for temporary periods not exceeding two (2) days without regard to the seniority provisions of this Agreement, provided that the Commission has been unable to schedule such layoff in advance of the posting of this schedule. With respect to such temporary layoff of two (2) days or less the Union and the Commission agree that all seasonal temporary, part-time and probationary employees will be laid off prior to any layoff of employees that have acquired seniority. If the Commission contacts an employee who has acquired seniority and is on layoff to come in for temporary employment in an emergency situation, and said employee declines or fails to report, the Commission shall be privileged to assign such employment to others without application of Article 7.9 (c).

7.7 (a) With the exception of the vacancy of the Toll Captain and Acting Toll Captain (which vacancies shall not be posted and selection will be made by the Commission) whenever a vacancy occurs in any job classification in Schedule "A" and the Commission seeks to fill the vacancy or whenever a new job classification is established, the Commission shall post upon the bulletin boards for a period of
seventy-two (72) hours prior thereto, a notice of such vacancy or new classification to be filled. An employee wishing to apply for such vacancy or new position shall submit an application in writing to the Toll Operations Superintendent or Engineer Facilities Manager, as the case may be, within the aforesaid period.

(b) With respect to a new classification only, the notice posted shall contain particulars of the scope, qualifications and pay rate.

(c) The filling of any vacancy or classifications herein will be based on the Commission's decision having reference to employment, seniority, skill, and qualifications for such position.

(d) Similar provisions shall apply to vacancies created through transfer of personnel except that the Commission need not post any further vacancies created thereby.

(e) An employee who accepts a position in a different job classification may not within two (2) years of appointment, revert to any job classification previously held by that employee. It is understood that such employee shall be on probation in this position for a minimum of thirty (30) calendar days and a maximum of ninety (90) calendar days. The Commission may make such employee permanent in this position after thirty (30) calendar days of probation, or may reject the employee.

The employee, within thirty (30) calendar days of appointment, shall have the right to revert to the employee's previously held classification.

7.8 In the event that an employee within the bargaining unit is promoted into a position outside the bargaining unit, the employee shall continue to acquire seniority for
one further year. If the employee be demoted within that one year, the employee shall return to the former classification with the unit.

7.9 An employee's seniority shall cease:

(a) If discharged and not re-instatement through the provision of Article 9 or Article 10; or
(b) quits employment; or
(c) if laid off for less than twelve (12) months, and is called back to work and fails to report for work within seven (7) days of call back following issuance of a notice of recall by the Commission. Such notice shall be sent by registered pre-paid post or by telegram to the last address of the employee listed on Commission records. It will be the responsibility of each employee to keep the Commission informed of their latest address; or
(d) is laid off for more than twelve (12) consecutive months; or
(e) he fails to report for work upon expiry of a leave of absence.

7.10 Absence, due to proven illness, shall not result in loss of seniority, except that seniority shall not accrue to an employee who is absent for proven illness for over a continuous period of twelve (12) months.

7.11 In the event the employer contemplates any changes in methods or procedures of operation which may effect the employment status of an employee or the employee's terms and conditions of employment stated or unstated in the contract, the employer will make no changes in the employment status of an employee or in the terms and conditions of employment stated or unstated in the contract unless and until the same have been resolved through negotiations between the parties.
7.12 It is understood that where the masculine pronoun is used in this Agreement it shall refer to both genders unless the contents of the clause require otherwise.

ARTICLE 8
PART-TIME EMPLOYEES

8.1 (a) In this Agreement, part-time employees shall mean all employees who are not full-time employees, probationary employees, or seasonal temporary employees and shall include part-time employees who will be allowed to work not more than forty (40) hours per week from May 1st to October 31st in any year on a regular basis, and not more than thirty-two (32) hours per week at other times of the year on a regular basis.

(b) A part-time employee promoted to a full-time position shall be deemed to continue as a part-time employee, until such time as the employee has occupied a full-time position for a period of thirty (30) calendar days or a maximum of ninety (90) days.

(c) An employee shall be required to pass a physical examination by a duly qualified medical practitioner appointed by the Commission at the Commission's expense, before being classified as a part-time employee.

8.2 If a shift is to be covered as the result of the absence of a part-time employee, the shift shall be offered to another part-time employee in the same department, who is scheduled to work less than five (5) days during the weeks the shift falls, (May 1st to October 31st), or less than four (4) days per week during the week the shift falls (November 1st to April 30th). The shift will be paid at the part-time employees' regular rate of pay. If no eligible part-time employee is available, the shift
may be covered using a seasonal temporary employee in the same Department. If no eligible part-time employee, or seasonal temporary employee in the same Department is available, the shift shall be covered by a full-time employee in the same Department.

8.3 Save as mentioned in Article 7.4, no probationary employee, part-time employee, or seasonal temporary employee shall be employed while an employee with seniority in that department is on lay-off and no probationary employee, part-time employee, or seasonal temporary employee shall be hired for the purpose of reducing the regularly scheduled work week of the full-time employee.

8.4 Part-time seniority shall date back to the date of initial hiring providing said employee has been available for continuous employment.

8.5 The Commission will provide and post on the bulletin boards a separate seniority list for part-time employees, to be updated each January.

8.6 Part-time employees will not accrue benefits, except as outlined in Schedule A, specifically A1, A2, A4, A6, A8 and A9, Blue Cross provision of Schedule B, Article 17.6 and Schedule B.1 (g) as it pertains to part-time employees and provided they work their scheduled hours.

ARTICLE 9
GRIEVANCE PROCEDURE

9.1 In the event of a complaint by an employee who is covered by this Agreement that he/she has been dealt with contrary to its terms or whom has been
unjustly disciplined, the employee shall not have a grievance unless and until the employee has first discussed the matter with the immediate supervisor, Toll Captain or Working Maintenance Foreman as the case may be.

9.2 If the matter is not settled by such discussion, the employee may take the matter up as a grievance under this Article. All grievances shall be in writing and shall contain a concise statement of the facts complained of and shall state the Article of this Agreement which the Commission is alleged to have violated. A grievance shall be filed at Step 1 of the Grievance Procedure within and not after five (5) working days of the date of the incident giving rise to the grievance. Otherwise it shall be deemed to have been withdrawn.

9.3 The following procedures shall be adhered to in processing grievances:

STEP 1: The aggrieved employee shall present a verbal grievance to his/her immediate supervisor. The employee may be accompanied by a Steward. The supervisor will deal with the grievance and give an answer verbally within three (3) working days after the date upon receiving the grievance.

STEP 2: If the grievance is not settled by the decision of the Supervisor, it may be presented to the Toll Operations Superintendent or the Engineer Facilities Manager by the Steward within and not after three (3) working days of the date the Union receives the superior's verbal answer to the grievance (or if the superior does not give an answer verbally then within and not after three (3) working days after such answer ought to have been given).
The Toll Operations Superintendent, or Engineer Facilities Manager will give a decision in writing within three (3) working days after the date upon receiving the grievance.

STEP 3: If the grievance is not settled by the decision of the Toll Operations Superintendent or the Engineer Facilities Manager, it may be presented to the General Manager by the Steward within and not after three (3) working days of the date upon which the Union receives the Toll Operations Superintendent's or the Engineer Facilities Manager's written answer to the grievance (or if the Toll Operations Superintendent or the Engineer Facilities Manager does not give an answer in writing, then within and not after three (3) working days after such answer ought to have been given). The General Manager will give a decision in writing within ten (10) working days after the date upon receiving the grievance.

STEP 4: If the grievance is not settled under Step 3, then a representative of the Union and the General Manager shall meet and attempt to settle the matter within five (5) working days after the expiration of the time limit for Step 3.

STEP 5: If the grievance is not settled by negotiations under Step 4, the Union may, within and not after fifteen (15) working days of the date the grievance was presented to the General Manager refer the matter to Arbitration under Article 10.
9.4 The officials of the Commission mentioned in Steps 1, 2 and 3 shall meet the Steward and the employee when a grievance is being processed and the parties shall discuss and attempt to settle the matter. A representative of the Union may attend any such meeting. The time limits mentioned in this Article may be extended by mutual consent of the parties.

9.5 A policy grievance by the UNION shall be in writing and will be taken up with the Toll Operations Superintendent or the Engineer Facilities Manager at STEP 2 within and not after ten (10) days of the date of the incident giving rise to the grievance.

9.6 A policy grievance by the COMMISSION shall be in writing and will be taken up by the Toll Operations Superintendent or the Engineer Facilities Manager with a Steward within and not later than ten (10) days of the date of the incident giving rise to the grievance. If no Steward has then been appointed or elected, the grievance may be sent to the UNION by certified mail addressed to 482 Delaware Avenue, Buffalo, New York 14202, within such ten (10) day period. If the grievance is not settled within fifteen (15) working days of the date it was taken up with the Steward or sent to the UNION by certified mail, as the case may be, the COMMISSION may refer the grievance to Arbitration under Article 10.

9.7 An Arbitration Board under Article 10 shall not have jurisdiction to entertain any grievance which has not been duly processed through the Grievance Procedure set out in this Article.

9.8 When an employee is brought into the office on a matter likely to result in a reprimand or other disciplinary action, such employee shall be reminded of his right to have a Union representative present, if he so desires.
9.9 An employee will be given a copy of any disciplinary notice concerning his conduct at the time it is placed in his personal record. A copy of every disciplinary notice will be forwarded to the Union President. Disciplinary notices for the offenses not repeated within three (3) years will be canceled and not used for disciplinary action, however, they will remain part of the employee's record.

ARTICLE 10
ARBITRATION

10.1 Should a grievance arising out of the terms of this Agreement remain unresolved after proceeding pursuant to Article 9, either party may submit the dispute to arbitration within ten (10) working days after receipt of the Commission's Step 4 response, or failing a response, within ten (10) days following the last date a response was due.

10.2 Demands for arbitration shall be filed with the Federal Mediation and Conciliation Service, and shall request a panel of nine (9) names from the Western New York area, from which the parties shall make a selection. Requests for names beyond the Western New York region, or for a second panel shall require mutual agreement, in writing, and be signed by representatives of each party.

10.3 Once the panel of names is received, the Union shall first strike out one (1) name, the Commission shall strike out the second name, and the process shall continue until one remaining name exists, who shall be selected as the Arbitrator.
10.4 The Arbitrator shall not have the power to add to or subtract from or to modify in any way the terms of this Agreement or any amendments to this Agreement.

10.5 The decision of the Arbitrator shall be final and binding upon both parties. Fees and expenses of the Arbitrator shall be borne equally by both parties.

ARTICLE 11
DISCHARGE OR SUSPENSION CASES

11.1 Where an employee is discharged or suspended as a disciplinary measure, the employee may file a grievance at Step 3 under Article 9 within and not after three (3) working days of such discharge or suspension.

11.2 Where a grievance against discharge or suspension is not settled and duly comes before an Arbitration Board, the Board may make a ruling:

(a) confirming the COMMISSION'S action; or

(b) reinstating the employee with or without compensation for time lost; or

(c) disposing of the grievance in any other manner which may be just and equitable.
ARTICLE 12
LEAVE OF ABSENCE

12.1 The COMMISSION may grant reasonable leave of absence, not exceeding thirty (30) days, to an employee for personal reasons having due regard for the COMMISSION'S operational and maintenance requirements; provided that reasonable notice of the request is given in writing and the reasons for requesting the leave of absence are set out in the notice. A leave of absence under this paragraph may be extended by the COMMISSION.

12.2 The COMMISSION may also grant reasonable leave of absence for a maximum of one (1) employee from each department at one time to attend a UNION convention or similar UNION function, having due regard for the COMMISSION'S operational and maintenance requirements; provided that reasonable notice of the request is given in writing by the UNION and the names of the employee or employees are set out in the notice.

12.3 An employee who is elected to an office in the UNION which requires full-time employment with the UNION, will be granted leave of absence for not more than one year, but no more than one employee at a time will be entitled to leave of absence under this paragraph. A leave of absence under this paragraph may be extended by the COMMISSION.

12.4 When the COMMISSION grants leaves of absence to an employee, it shall be in writing and shall set out the length of the leave of absence granted, the purpose of it, and the terms, if any, upon which it is granted; and will meet the requirements of
pension, health and group insurance. An employee who obtains a leave of absence for one purpose and uses it for another will be subject to discharge.

12.5 Any leave of absence granted by the COMMISSION shall be without pay and without loss of seniority.

12.6 A female employee with one (1) or more years of service (part-time and/or full-time) will be granted a maximum leave of absence for pregnancy of six (6) months.

Within a two (2) month period after childbirth, she shall give notice to the department supervisor, and provide the Personnel Department with a doctor's certificate stating date of birth of the child and declaring her physical fitness.

An employee shall request a leave of absence by letter stating the time the leave is to commence and the date it shall terminate.

At the end of the approved leave she shall return to her regular employment, seniority permitting.

A female employee with less than one (1) years service credit (part-time and/or full-time) at the time of ceasing work due to pregnancy shall be removed from the rolls of the Commission. However, if she is re-hired within a twelve (12) month period of termination due to pregnancy she shall be given credit for the time worked prior to the termination.

ARTICLE 13
BEREAVEMENT LEAVE

13.1 When a death occurs in an employees' immediate family, the employee will be entitled to three (3) consecutive days off without loss of pay in order to make
arrangements for and to attend the funeral. (Part-time employees become eligible August 8, 1991).

The term "immediate family" shall mean:

- Spouse;
- Child;
- Mother;
- Father;
- Sister;
- Brother;
- Parents-in-law;
- Grandparents;
- Grandchildren;

Any other relative who lived in the employee's residence at the time of death.

13.2 An employee will be entitled to one (1) day off without loss of pay in order to attend the funeral of employee's:

- Brother-in-law;
- Sister-in-law.

This provision will be granted provided that the date of the funeral day is the employees' work day.

It will be the Commission's right to fill the vacancies created in the above article by scheduling part-time or seasonal temporary employees.
ARTICLE 14
REPORTING AND CALL-IN PAY

14.1 When an employee who is scheduled for work reports for work at the beginning of the regularly scheduled shift without having been previously notified by the COMMISSION not to report, the employee shall be entitled to be paid a minimum of four (4) hours pay at regular straight time hourly rate, except where the reason for the lack of work is due to some condition over which the COMMISSION has no control, provided the employee performs any work which is available and which is assigned.

14.2 (a) When a Toll Department employee is called back to work after completing the regularly scheduled shift and left the COMMISSION'S premises, the employee shall be paid a minimum of three (3) hours pay at regular hourly rate or shall be paid at time and one-half the regular straight time hourly rate for all time actually worked, whichever is the greater of the two.

(b) When a Maintenance Department employee is called back to work after completing the regularly scheduled shift and left the COMMISSION'S premises, the employee shall be paid a minimum of four (4) hours pay at regular hourly rate or shall be paid at time and one-half the regular straight time hourly rate for all time actually worked, whichever is the greater of the two. A Maintenanceman or Janitor-Handyman called in to work after completing his regular hours of work shall be paid at the Maintenance man rate. On this basis it is understood that the work assignment shall be performed by the Maintenanceman or Janitor-Handyman called back to work.

14.2 (c) The U.S. Toll Operations Superintendent or his designee in the Toll Department shall be responsible for calling in an employee in the Toll Department to work overtime.
Toll Captains shall be responsible for calling in Maintenance employees at any time other than their regular hours of work.
The Working Maintenance Foreman or the Acting Working Maintenance Foreman shall be responsible for calling in Maintenance employees during the Working Maintenance Foreman's or Acting Working Maintenance Foremen's regular hours of work.

ARTICLE 15
TOLL DEPARTMENT
HOURS OF WORK AND OVERTIME

15.1 The regular work week shall consist of forty (40) hours worked in five (5) days of eight (8) hours each.

15.2 The regular hours of work are stated solely for the purpose of calculating overtime. Should an employee elect to work in excess of forty (40) hours in any week due to a trade of time off with another employee or employees, then no over-time pay shall attach thereto. (1976 amendment shall not be construed as recognition of minimum hourly guarantee). Employees will receive at least forty-eight (48) hours notice of a change in schedule once the schedule has been posted.

15.3 Time and one half will be paid for all work done in excess of eight (8) hours in one day or forty (40) hours in one week, but not both.

15.3 (a) If the employee elects to take time off in lieu of time and one-half in pay this option may be exercised under the following rules:
I - 8 hours worked = 12 hours Compensatory Time off.

II - No employee can accumulate more than five (5) days worked or sixty (60) hours Compensatory Time off.

III - When the employee decides to take time off, such requests shall be submitted to the Toll Operations Superintendent or his designee at least fourteen (14) days in advance of the start of the schedule. Said request shall be in writing. The Toll Operations Superintendent or his appointed designee shall respond in writing to the employee at least seven (7) days in advance of the start of the schedule.

It is understood between the parties that there are circumstances of a personal and/or a compelling nature that may prelude the employee from giving the requested fourteen (14) day notice and the employee may be required to substantiate the need or emergency. The employer should make every effort to honor such request, and shall not arbitrarily or capriciously deny such request.

IV - Time off must be in no less than eight (8) hour units.

V - It will be the Commission's right to fill the vacancies created in the above Article by scheduling part-time or seasonal temporary employees before full-time employees.

VI - Once the employee makes the decision, it is irreversible.
VII - Paragraph 14.2 (a) cannot be applied in exercising this option.

VIII - Eight (8) hours Compensatory Time and four (4) hours pay.

IX - An employee who takes a free day and works overtime in the same scheduled work week shall be compensated for the overtime, and the free day shall be subtracted from the employee’s remaining free days.

15.4 (a) The Commission recognizes the merit of equitable distribution of overtime within the Toll department. In recognition of this principle, the Commission agrees to make every effort to distribute overtime as equally and equitably as possible among the employees within the Toll department who normally perform the work to be done. In applying this principle, it is understood that if overtime is required at the end of any shift, the employees on that shift would normally be assigned to perform such overtime unless the assignment constitutes a full shift. In the event an employee is held over on a shift in case of an emergency situation, the employee is guaranteed at least forty (40) minutes at time and one-half.

(b) It is also understood that the Commission shall not be required to distribute overtime with any mathematical accuracy over any given period short of one year as defined in 15.4(c) and 15(a).4(c). Overtime distribution discrepancies that develop too late in the year to be resolved will be carried forward into the new fiscal year for equalization purposes.
(c) With respect to extra shifts for which overtime may be payable, the Commission will attempt, on a fiscal basis, i.e. from November 1, to October 31, to divide such overtime shifts equitably among those employees in the classification where the overtime is required.

(d) It is understood that newly hired employees will not start with a zero overtime basis for the purpose of this Article, but rather at the time of hire will start with an overtime basis which coincides with the least amount of overtime assigned to any employee.

(e) At the beginning of each succeeding fiscal year, each employee will start with a zero overtime basis.

(f) At the beginning of each succeeding fiscal year, the attempt at equalization or equity under this Article shall start in the order of seniority of the employees.

(g) For the purpose of this Article, overtime opportunities offered within the toll department but refused shall be counted as overtime worked, except at the end of a worked shift where a refusal will not be charged.

(h) If the Stewards receive a written complaint by any employee that the employee is not receiving an equitable distribution of overtime they shall, on request, be afforded an opportunity to check the overtime records of the Commission for the period under review.
(i) All employees hired for the Toll department after November 1, 1979 shall work steady midnights, provided a vacancy exists on the midnight shift and there are no volunteers from among the present employees who wish to transfer to such shifts.

(i 2) Effective November 1, 1982, an employee who transfers from Maintenance to Toll shall keep their original seniority date for the purpose of shift assignment to the midnight shift.

(j) Daylight Saving Time - When an employee works through the legal time 2:00 a.m. that the clocks are changed to or from Daylight Saving Time, the employee shall be paid for the actual number of hours worked.

15.5 Both parties agree to the extent possible with the principle of the five (5) day week with two (2) days off. If additional days are required in the same work week, these shall be worked at premium pay. The Commission will meet with the Stewards to attempt to form a schedule embodying these principles.

In any event, no one within the Toll department will be required to work more than eight (8) consecutive days without getting two (2) consecutive days off, whenever schedules permit.

When future changes in the schedule are required, the Commission will meet with the Stewards to discuss same. It is understood, however, that the agreement of the Union will not be required for schedule changes.

The Provisions of this section will only apply to full-time employees. It will not apply to part-time employees.
ARTICLE 15 (a)  
MAINTENANCE DEPARTMENT  
HOURS OF WORK AND OVERTIME

15 (a) .1  The regular work week shall consist of forty (40) hours worked in five (5) days of eight (8) hours each.

15 (a) .2  The regular hours of work are stated solely for the purpose of calculating overtime. Should an employee elect to work in excess of forty (40) hours in any week due to a trade of time off with another employee or employees, then no overtime compensation shall attach thereto. (1976 amendment shall not be construed as recognition of minimum hourly guarantee). Employees will receive at least forty-eight (48) hours notice of a change in schedule once the schedule has been posted.

15 (a) .3  Time and one half will be paid for all work done in excess of eight (8) hours in one day or forty (40) hours in one week, but not both.

If the employee elects to take time off in lieu of time and one-half in pay this option may be exercised under the following rules:

1. Each overtime hour worked equals 1 1/2 hours Compensatory Time off except the hours worked pursuant to 14.2 (b) shall produce Compensatory Time off as follows:
   1 hours equals 4 hours Compensatory Time
   2 hours equals 4 hours Compensatory Time
   3 hours and over equals 1 1/2 hours Compensatory Time per hours worked.
II - No employee can accumulate more than 4 days worked or 48 hours Compensatory Time off.

III - When the employee decides to take time off, it must be arranged with the Engineer Facilities Manager, seven (7) days in advance, and such request must be in writing. The Engineer Facilities Manager may refuse time off if staffing is not available. Seniority will prevail where there is a conflict of choice of days off.

IV - Compensatory Time off can be granted in less than eight (8) hour units provided said employee has not accumulated eight (8) hours Compensatory Time off and the request is approved by the Engineer Facilities Manager.

V - It will be the Commission's right to reschedule to accommodate this request, or if the need arises to fill the vacancy by scheduling part-time or seasonal temporary employees.

VI - When the employee completes the overtime shift the decision made relative to the option becomes irreversible.

15 (a).4 (a) The Commission recognizes the merit of equitable distribution of overtime within the Maintenance Department. In recognition of this principle, the Commission agrees to make every effort to distribute overtime as equally and equitably as possible among the employees within the Maintenance Department. In applying this principle, it is understood that if overtime is required at the end of any shift, the employees on that shift would normally
be assigned to perform such overtime. A part-time employee may work up to two (2) hours beyond the employee's regular shift.

(b) It is also understood that the Commission shall not be required to distribute overtime with any mathematical accuracy over any given period short of one year as defined in 15.4(c) and 15(a).4(c). Overtime distribution discrepancies that develop too late in the year to be resolved will be carried forward into the new fiscal year for equalization purposes.

(c) With respect to extra shifts for which overtime may be payable, the Commission will attempt, on a fiscal basis, i.e. from November 1 to October 31, to divide such overtime shifts equitably among those employees in the classification where the overtime is required.

(d) It is understood that newly hired employees will not start with a zero overtime basis for the purpose of this Article, but rather at the time of hire will start with an overtime basis which coincides with the least amount of overtime assigned to any employee.

(e) At the beginning of each succeeding fiscal year, each employee will start with a zero overtime basis.

(f) At the beginning of each succeeding fiscal year, the attempt at equalization or equity under this Article shall start in the order of seniority of the employees.
(g) For the purpose of this Article, overtime opportunities offered within the Maintenance Department but refused shall be counted as overtime worked, except at the end of a worked shift where a refusal will not be charged.

(h) If the Stewards receive a written complaint by an employee that the employee is not receiving an equitable distribution of overtime, they shall on request, be afforded an opportunity to check the overtime records of the Commission for the period under review.

15 (a) .5 Both parties agree to the extent possible with the principle of the five (5) day week with two (2) days off. If additional days are required in the same work week, these shall be worked at premium pay. The Commission will meet with the Stewards to attempt to form a schedule embodying these principles.

In any event, no one within the Maintenance department will be required to work more than eight (8) consecutive days without getting two (2) consecutive days off. When future changes in the schedule are required, the Commission will meet with the Stewards to discuss same. It is understood, however, that the agreement of the Union will not be required for schedule changes.

The Provisions of this section will only apply to full-time employees. It will not apply to part-time employees.
ARTICLE 16
LUNCH AND REST PERIODS

16.1 Present practices shall apply with respect to rest periods.

16.2 Employees shall be granted one half hour time off between the first half and the second half of a given shift for a lunch break. This one half hour will be made available as close as is reasonably and administratively possible during the middle of said shift, with the understanding that lunch periods may be interrupted should traffic or emergency conditions so warrant.

ARTICLE 17
HOLIDAYS

ALL FULL TIME EMPLOYEES EXCLUDING TOLL CAPTAINS

17.1.a The following will be recognized as holidays: New Year's Day and Christmas Day. In addition to the recognized holidays, a week's vacation (5 days) will be given in addition to the regular vacations in lieu of five (5) other holidays. Pay for an eighth, ninth, tenth, eleventh, twelfth, thirteenth and fourteenth holiday will be given each year the closest pay period to December 1st for all regular full-time employees other than Toll Captains. A full-time employee who begins employment, or separates from employment prior to December, shall be entitled to pro rata pay for such holidays based on regular hours worked from January 1st to December 31st and paid in January of the following year.
17.1.b Except for Toll Captains, any employee who qualified for the payment of the said holidays referred to in paragraph 17.1.a above, may, at the employee's option, in lieu of payment, take seven (7) days vacation, which shall be in addition to any other vacation that the employee may be entitled to, pursuant to this Collective Agreement; provided that such vacation shall be taken during the period that commences after November 1st to October 31st; and further provided, that such time off will not interfere with any other employee's regular vacation, and notice of the intent for time off shall be given, in writing, to the Commission by October 1st.

ALL FULL-TIME EMPLOYEES INCLUDING TOLL CAPTAINS

17.2 An employee who has acquired seniority and who is not on layoff or leave of absence will be paid for a recognized holiday an amount equal to eight (8) times the regular hourly rate of pay, provided the employee works the last scheduled shift before and the first scheduled shift after said holiday and works his scheduled hours on said holiday if the employee is scheduled to work. When an employee who is not on leave of absence or on layoff is excused by the Commission, the employee shall not lose pay for said holiday. If an employee is absent from work on any such shifts due to being ill, the employee shall not lose pay for said holiday if the employee satisfies the Commission, when requested to do so, that the absence was due to such illness.

17.3 If an employee works on either of the recognized holidays, the employee shall be paid for the holiday at time and one-half (1 1/2) of the regular hourly rate for all hours worked by the employee on such holidays.
17.4 If one of the recognized holidays occurs while an employee is on vacation, the employee will be paid in addition to vacation pay and in lieu of the holiday at the amount of eight (8) times the regular hourly rate of pay, or equal time off.

17.5 If the Janitors, Janitresses and Maintenance personnel doing janitorial duties during the two recognized holidays request time off, the Commission will attempt to schedule part-time or seasonal temporary employees to cover these services.

17.6 Effective November 1, 1988, all employees (including part-time employees) shall receive their birthday off, with pay, or equal time off during that week, if their birthday is on that employee's regularly scheduled day off. This day off shall be scheduled as close as possible to the birth date. This shall result in no extra cost to the Commission, except in an emergency.

**TOLL CAPTAINS ONLY**

17.7 The following will be recognized as holidays: New Year's Day and Christmas Day. In addition to the recognized holidays, a week's vacation (5 days) will be given in addition to the regular vacations in lieu of five (5) other holidays.

Pay for the eighth, ninth, tenth, eleventh, twelfth, thirteenth and fourteenth holidays will be taken as an extra weeks vacation. The above days can be taken as five (5) individual days off and two (2) days pay in December.

A full-time employee who begins employment or separates from employment prior to December, shall be entitled to prorata pay for said holidays at the rate of four (4) hours for each month worked in that calendar year.
ARTICLE 18
VACATIONS

18.1 A full time employee shall be credited with the following vacation amount on the employee's anniversary date of hire:

After 1 year  - 2 weeks
After 5 years  - 3 weeks
After 10 years - 3 weeks plus 1 day
After 11 years - 3 weeks plus 2 days
After 12 years - 3 weeks plus 3 days
After 13 years - 3 weeks plus 4 days
After 14 years - 4 weeks
After 15 years - 4 weeks
After 16 years - 4 weeks plus 1 day
After 17 years - 4 weeks plus 2 days
After 18 years - 4 weeks plus 3 days
After 19 years - 4 weeks plus 4 days
After 20 years - 5 weeks
After 25 years - 5 weeks plus 1 day
After 26 years - 5 weeks plus 2 days
After 27 years - 5 weeks plus 3 days
After 28 years - 5 weeks plus 4 days
After 29 years - 6 weeks

For a total of thirty (30) working days paid vacation after twenty-nine (29) years' of service.

The vacation year will be from January 1st to December 31st.
18.2 In the Toll Department in the Winter, Fall and Spring, not more than one (1) Toll Captain and two (2) Toll Collectors may take a vacation at any one time.

In the Summer not more than two (2) Toll Captains or four (4) Toll Collectors may take a vacation at any one time.

The Summer (last week of June through to the last week of August) vacation roster must be completely filled. In the month of May of each year this provision will be reviewed by a management-union committee of three (3) representatives.

During the period from December 15th to March 15th (with the exception of Janitresses), four (4) employees of the Maintenance Department shall be allowed a one (1) week paid vacation period. If four (4) employees do not apply for the aforementioned weeks, then an employee(s) shall be allowed to take the remaining weeks in any combination as long as the weeks taken do not exceed four (4) during the above stated period of time. Additionally, there shall be only one (1) employee on vacation during each week of said period. For the remainder of the year, one (1) member of the Maintenance Department from each Terminal may be on vacation at one time.

Each employee shall fully select their vacation entitlement when the vacation roster is posted.

18.3 The Commission agrees to continue to post the schedules for the selection of vacation dates no later than September 1st each year. Subject to the conditions and qualifications contained in the previous sections of this Article, vacations in the Toll Department [except for Toll Captains] shall be selected in accordance with Commission seniority. Toll Captain vacation picks shall be based on classification seniority. The Maintenance Department shall choose by mutual agreement between employees at each bridge location. The employees shall be given the choice of vacation subject to
the Commission's right to maintain a qualified work force which in any event, will not exceed the limits set forth in 18.2. Vacation schedules must be completed and returned to the Commission by November 15th.

18.4 Upon death, retirement or other type of separation from service of an employee, the employee or designated beneficiary or estate shall be paid for all vacation time accrued and not used on the date one of the above events occurs at the employee's then current rate of pay.

Payment will be calculated as follows: Time accrued on hours worked from last anniversary date to last day worked divided by 2080 hours times vacation entitlement according to seniority.

**ARTICLE 19**

**RATES OF PAY AND JOB CLASSIFICATION**

19.1 The job classifications and rates of pay shall be as set out in Schedule "A" of this Agreement.

19.2 Job descriptions shall be posted and made available at each American terminal.
ARTICLE 20
UNIFORMS

20.1 The Commission will continue to supply uniforms and rainwear and maintain and clean same on the following basis:

(a) Toll Department Staff

I Effective November 1st each year, the Commission will credit each employee with a $200.00 clothing allowance. It is understood, however, that the Commission will continue to supply the three season coat every three years and the cost of same will not be deducted from the $200.00 clothing allowance.

II Effective February 15th, 1993 a $100.00 maternity clothing allowance will become available.

(b) Maintenance Department
Through the term of this Agreement, maintenance employees will be supplied with three changes of uniform per week. On or about May 1st, maintenance employees will also receive additional items on the following basis:

I) one lined jacket every two years
II) one winter jacket every three years
III) one coverall each year with the option of a winter coverall once in a two year period.
IV) The Commission shall make available dispensable cleaning gloves and leather work gloves, when needed.

The Commission will not be responsible for cleaning any of the items noted above.
20.2 The Commission will pay, in the month of November, to each Maintenance employee the sum of $100.00 for leather safety footwear as approved by the Engineer Facilities Manager.

ARTICLE 21
BULLETIN BOARDS

21.1 The Commission will supply bulletin boards upon which the Union may post notices of meetings of the employees, election of Union officers and officials, recreational and social events. Material other than such notices will be submitted to the General Manager for approval prior to being posted. Bulletin Boards will be located near the time clocks.

ARTICLE 22
WELFARE PLAN

22.1 Particulars of the Welfare Plan are set forth in Schedule "B" of this Agreement.
ARTICLE 23
BORDER CROSSING WORK PRACTICES

23.1 Employees on the United States side of the bridges may perform work on the Canadian side of the bridges and employees on the Canadian side of the bridges may perform work on the United States side of the bridges, provided that no such interchange of employees shall be used to deprive any employee of his regularly scheduled work hours.

ARTICLE 24
EXTRA-CONTRACT AGREEMENT

24.1 The Commission agrees not to enter into any agreement or contract with the employees covered by this Agreement, individually or collectively, which in any way conflicts with the terms or provisions of this Agreement.

ARTICLE 25
LEGISLATION

25.1 IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AN AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.
ARTICLE 26
SAVINGS CLAUSE

26.1 Should any valid Federal or State law or final determination of any board or Court of competent jurisdiction affect any provision of this contract, the provision or provisions so affected shall be made to conform to such law or determination and otherwise this contract shall continue in full force and effect.

ARTICLE 27
DURATION

27.1 This Agreement shall be for a term of sixty (60) months, commencing on the 1st day of November 1995, and ending on the 31st day of October 2000, and thereafter from year to year unless either party gives notice in writing to the other not less than ninety (90) days nor more than one hundred and twenty (120) days prior to the expiry date hereof of that party's intention to terminate this Agreement or to negotiate revisions thereto.

ARTICLE 28
COLLECTIVE BARGAINING PROCEDURES

28.1 Upon written request of either party to this Agreement for a meeting to reopen collective bargaining on any article of this Agreement, a mutually acceptable meeting date shall be set not more than thirty-one (31) calendar days following such request:
(a) Said request shall be made in writing prior to July 1 of the year in which collective bargaining is to be commenced.

(b) The Union shall give to the Commission, in written form, their tentative proposal by July 15th and the Commission shall give the Union, in written form, their tentative proposal by August 1 of the year of the expiration of this Agreement. Any changes in the existing Agreement proposed by either the Commission or the Union shall refer to the Article affected and shall state how such Article is affected. New Articles shall be designated as such. These dates may be extended, as mutually agreed upon, in case of extenuating circumstances.

(c) The parties hereto shall commence negotiations on or about July 25 of the year of the expiration of this Agreement.

28.2 If the parties have not reached agreement by September 15 an impasse shall be deemed to exist.

(a) Upon the existence of an impasse, the provisions of subdivision 3 of Section 209 of the Public Employees Fair Employment Act shall be applicable.

28.3 When agreement is reached covering the areas under discussion, the proposed Agreement shall be reduced to writing and submitted to the Commission and the Union for ratification.
(a) Following ratification by both parties, the Commission shall provide copies of the Agreement to each employee covered by the Agreement.
LETTER OF INTENT #1

TO: CIVIL SERVICE EMPLOYEE'S ASSOCIATION

FROM: NIAGARA FALLS BRIDGE COMMISSION

The Niagara Falls Bridge Commission and the Engineer Facilities Manager of such Commission shall endeavor, to the greatest degree possible, to limit the non supervisory working activities of the Maintenance Foreman when there is not sufficient staffing of Maintenance persons at each Bridge Terminal, during the period of December 1st through March 15th each year.

Recognizing that there will be an emergency situation when the Foremen will have to perform maintenance person duties to fulfill the mission of the Bridge Commission, the Engineer Facilities Manager will monitor the activities of the Working Foreman on a periodic basis to insure that the intent of this paragraph is carried out.

David Michelsen,
Engineer Facilities Manager.
LETTER OF INTENT #2

TO: CIVIL SERVICE EMPLOYEES' ASSOCIATION

FROM: NIAGARA FALLS BRIDGE COMMISSION

Acting Toll Captains will be selected from full time Toll Department applicants. Selection will be made by the Commission based on skill and ability.

The appointment to Toll Captain will be made by the Commission from among the Acting Toll Captains.

The parties agree that if a layoff occurs affecting Toll Captains, they will be laid off according to classification seniority, which means the last in will be the first out.

Brent Gallaugher,
Toll Operations Manager.
LETTER OF INTENT #3

LETTER OF INTENT
RE: SELECTION OF ACTING FOREMEN

The Commission agrees to select Acting Foremen from the bargaining unit, should it become necessary to do so because of the absence of a Foremen due to vacations, illness or leave of absence.

David Michelsen,
Engineer Facilities Manager.
LETTER OF INTENT #4

TO: CIVIL SERVICE EMPLOYEES' ASSOCIATION, LOCAL 1000

FROM: NIAGARA FALLS BRIDGE COMMISSION

SUBJECT: CLARIFICATION OF BENEFITS - PART-TIME EMPLOYEES

Part-Time employees will be granted:

(a) a vacation allowance of four (4) per cent of gross pay based on the previous year's earnings and payable on or about December 1st; and

(b) the opportunity to select vacation in lieu of the vacation bonus accrued at the time of vacation to a maximum of one (1) week. The difference between the vacation allowance accrued and one (1) weeks salary, if positive, will be payable to the employee. The employee may not take vacation time in excess of the equivalent value of vacation allowance accrued. At the discretion of the Commission, vacation in excess of one (1) week may be granted subject to the limitations above, and

(c) the opportunity of enrolling in the employer's dental and visual care programs at no expense to the Commission.

Victor J. Montalbo,
Controller.
IN WITNESS THEREOF the parties have executed this Agreement this 24th day of October, 1996 at Niagara Falls, New York, between:

NIAGARA FALLS BRIDGE COMMISSION

Gefin Thompson
Victor Mentalbo
Brent Gallaucher
David Michelsen

CIVIL SERVICE EMPLOYEES ASSOCIATION - LOCAL 832

Lou DalPorto
Robert Bax
Bev Jackson
Tom Walter
Joe Bennett
Mark Pasler

On behalf of the Niagara Falls Bridge Commission. This 24th day of October, 1996.

by:

Allen Gandell, General Manager
SCHEDULE "A" - OF THE COLLECTIVE AGREEMENT U.S.

A.1 The following are the job classifications and hourly rates of pay:

<table>
<thead>
<tr>
<th>JOB CLASSIFICATION</th>
<th>EFFECTIVE NOV. 1/94</th>
<th>EFFECTIVE NOV. 1/96</th>
<th>EFFECTIVE NOV. 1/97</th>
<th>EFFECTIVE NOV. 1/98</th>
<th>EFFECTIVE NOV. 1/99</th>
</tr>
</thead>
<tbody>
<tr>
<td>Toll Captain</td>
<td>21.09</td>
<td>$1,000 Bonus</td>
<td>21.51</td>
<td>21.94</td>
<td>22.60</td>
</tr>
<tr>
<td>Toll Collector</td>
<td>18.74</td>
<td>$1,000 Bonus</td>
<td>19.11</td>
<td>19.49</td>
<td>20.07</td>
</tr>
<tr>
<td>Truck Compound Attendant</td>
<td>13.97</td>
<td>$1,000 Bonus</td>
<td>14.25</td>
<td>14.54</td>
<td>14.98</td>
</tr>
<tr>
<td>Maintenance</td>
<td>18.74</td>
<td>$1,000 Bonus</td>
<td>19.11</td>
<td>19.49</td>
<td>20.07</td>
</tr>
<tr>
<td>Janitor-Handyperson</td>
<td>17.73</td>
<td>$1,000 Bonus</td>
<td>18.08</td>
<td>18.44</td>
<td>18.99</td>
</tr>
<tr>
<td>Janitress</td>
<td>16.76</td>
<td>$1,000 Bonus</td>
<td>17.10</td>
<td>17.44</td>
<td>17.96</td>
</tr>
<tr>
<td>Janitor</td>
<td>---</td>
<td>$10.00 Hour</td>
<td>10.20</td>
<td>10.40</td>
<td>10.71</td>
</tr>
<tr>
<td>Toll/Part-time</td>
<td>9.26</td>
<td>$1,000 Bonus</td>
<td>9.45</td>
<td>9.64</td>
<td>9.93</td>
</tr>
<tr>
<td>Maintenance/Part-time</td>
<td>9.26</td>
<td>$1,000 Bonus</td>
<td>9.45</td>
<td>9.64</td>
<td>9.93</td>
</tr>
</tbody>
</table>

A.2 Probationary employees (including present employees) under Article 8.2 may be paid $.15 per hour less than the hourly rates in paragraph A.1.

A.3 When an employee is temporarily assigned to a job classification and there is a difference in the rate of pay between the job classification and the regular job classification, the employee shall be paid the higher of the two rates during such temporary assignment.

A.4 There shall be no pyramiding of overtime pay.

A.5 There shall not be at any one time more than five (5) acting Toll Captains. A sixth acting Toll Captain may be added if a volunteer is found to fill the designation.
A.6 All employees, includes part-time employees, whose regular shift starts between the hours of 3:30 in the afternoon, through 5:59 in the morning, shall be paid a Fifty-five ($0.55) cents per hour shift differential. Overtime rates will not apply to shift differential.

A.7 In the Maintenance Department, an employee who is designated to perform work under the span of the bridges, and in the bucket of the utility truck on light standards only, shall receive a premium pay for all such hours worked at the rate of $2.50 per hour, commencing November 1, 1990. This is in addition to the regular hourly rate of pay. Overtime rates shall not apply to premium pay.

A.8 In addition to the regular rate of pay, those employees actively involved in bomb searches, will be paid an extra one dollar ($1.00) per hour. Employees will have the right to decline bomb searches.

A.9 An employee covered by the Agreement who works more than ten (10) consecutive hours will receive a meal allowance of $5.00.

A.10 If a Toll Captain, Toll Collector or Maintenance employee were to displace a Janitor due to a lay-off, that individual will be paid at the rate of Janitor/Handyperson.

A.11 The janitress classification has been red circled and when the present incumbent leaves the classification for whatever reason, the position will be abolished.
B.1 As long as this Agreement continues to operate, all present fringe benefits and provisions are to remain as they exist namely:

(a) **N.F.B.C. ADJUSTED COMPENSATION PLAN (PENSION PLAN):**
    The Commission agrees to continue this pension plan in accordance with the master contract with any or all of its amendments as held by the Trustee and the Insurance Carrier.

(b) **GROUP LIFE INSURANCE:**
    The Commission agrees to continue to pay 100 per cent of the premiums as set forth and in accordance with the master contract and all its amendments.
    Effective March 1st, 1993, the life insurance for a full-time employee will be one and one-half (1 1/2) times base pay.
    Effective November 1st, 1988, the life insurance coverage of a covered employee who is retired on his normal retirement date or on early retirement under the Commission's pension plan and is entitled to a pension thereunder, will be continued thereafter only in the amount of eight thousand dollars ($8,000.00).

(c) **BLUE CROSS HOSPITAL AND MEDICAL PLAN WITH MAJOR MEDICAL:**
    The Commission agrees to continue premium payments in full for Health protection. This coverage and protection is based on the elected plan option and is covered in detail in the Health contract provided by the carrier. Eligibility and waiting period are mandated by Blue Cross.
Each year of the contract between January 1 - January 31, each subscriber must elect one of three health care options if all are available. This option must remain in effect until after the next election period at which time a new option can be elected to take effect February 1. If no option is selected, the present option will be continued.

Options

1. **Traditional Coverage:**
   - Standard Hospital 42/43
   - Hospital Riders: 8, 9, 46, 48
   - Major Medical select contract 60/61
   - Medical Riders: 4, 8, 20, 22, 30, 48
   - Major Medical Riders: BCMM 7 ($50.00 deductible)
   - Major Medical Rider BCMM 7 Rider 8 ($50.00 deductible)
   - Drug Rider Q $3/$7 with contraceptives
   - Drug Rider 8 $3/$7 with contraceptives

2. **Choice Blue: CB 1 (if available)**
   - Choice Blue Riders: Drugs $3 copay with contraceptives
   - Dependent surcharge $3 copay, Riders B14, B41, C7, POS B - out of Net $100 deductible

3. **Community Blue: CB1**
   - Community Blue Riders: Drugs $3 copay with contraceptives
   - Dependent surcharge $3 copay. Riders B14, B41, C7
Incentives

If option 2 is available and chosen, the Niagara Falls Bridge Commission will pay the subscriber an incentive of $42.00 per month or $500.00 per year. The Commission will pay the incentive as long as the average cost of the original Traditional Plan exceeds the average cost of the Choice Blue Plan by $85.00 per month.

If option 3 is chosen, the Niagara Falls Bridge Commission will pay the subscriber an incentive of $50.00 per month or $600.00 per year.

The Commission will pay the incentive as long as the average cost of the original Traditional Plan exceeds the average cost of the Community Blue Plan by $100.00 per month. The incentive will be paid monthly until January 31, 1997 and annually thereafter beginning in February, 1997.

The Original Traditional Plan will be defined as the cost (both single and family) of Standard Hospital 42/43. Hospital Riders 8, 9, 41, 45, 46, 47, and 48. Medical Contract Select 60/61. Medical Riders 4, 8, 20, 22, 30, 45, 47, 48. Major Medical Rider 7 $50.00 deductible Drug Riders $1/5 with contraceptives.

Retirees to age 65 will be offered the same options and incentives as above as long as the Niagara Falls Bridge Commission pays the full cost of the Plan.
If the Niagara Falls Bridge Commission wishes to extend the incentive, even if the average premium difference falls below $100.00 or $85.00 per month, they may do so by choice, not to create precedence.

All incentives are subject to income tax.

Employees who opt out of the Commission's medical plan shall be reimbursed at 50% of the monthly premium of the offered Traditional coverage. The employee shall be reimbursed for doing so in a lump sum in the month of December. Payment will be for that year. In order to opt out, the employee must show that he/she has acceptable coverage through another source. An employee may re-enter the health plan if he/she can show that coverage has been terminated through no fault of his/her own. Absent the above occurring, the employee may only re-enter the plan if two (2) years have elapsed since opting out of the Plan. The opting out arrangement does not apply where an employee and spouse both work for the Commission.

Employees who retire after February 10, 1993, will be eligible to belong to the same Plans that are granted to full-time employees. Both full-time employees and retirees will share in plan improvements and/or reduction in benefits as negotiated between the C.S.E.A. and the Commission. Retirees to age 65 may be offered the same incentive granted to active employees. Upon retirement at age 55 or thereafter, the employer shall continue to pay the full cost of hospitalization and medical insurance coverage as
described in Section (c) of Schedule B of the contract for the employee in accordance with the same type of coverage (individual or family) which the employee had at the time of the employee’s retirement until the employee becomes eligible for Medicare and Medicaid benefits. When becoming eligible for Medicare and Medicaid benefits, the employer agrees to pay the full cost of the Blue Cross option which supplements Medicare and Medicaid maintaining the same type of coverage the employee had on the date of the employee’s retirement. This benefit shall accrue to all employees (full-time and part-time) and shall continue in effect for three (3) months beyond the death of the employee. If the Commission believes that an employee is misusing the benefits, representatives of the Union and Commission shall meet, investigate the matter and mutually agree upon a resolution of the matter.

Employees hired before November 1, 1982 shall be required to have ten (10) years of service to qualify for payment of Commission benefits in force upon retirement. Employees hired after November 1, 1982 shall be required to have twenty (20) years of service to qualify for payment of Commission benefits in force upon retirement.

(d) SICK BENEFITS PROGRAMS (SHORT-TERM & LONG-TERM DISABILITY BENEFITS):
The Commission agrees to continue to pay 100 per cent of the premiums for a Short-term and Long-term Disability Benefits
Program consistent with the master contract and/or all of its amendments as held by the Commission or the Insurance Carrier.

If an employee satisfies and meets the requirements of this Article, and after having first used five (5) free days towards an absence caused by sickness or accident, if said days are available, the Commission also agrees to continue a wage continuation as set forth below:

1. After one (1) year of employment and through nine (9) years of employment the Commission shall pay 50 per cent of an employee's base weekly salary for a maximum of thirteen weeks.

2. After ten (10) years of employment, the Commission will pay 50 per cent of an employee's base weekly salary for a maximum of twenty-six (26) weeks.

(e) **DENTAL PLAN - G.H.I.:**

Effective November 1st, 1987, the Commission agrees to update the dental plan identified as Spectrum 2000, which will provide 100% basic, 100% prosthetics, diagnostic and orthodontia covering dependent children to age 19. The employer shall pay 100% of the cost of the aforementioned plan for both individual (single) and dependent (family) coverage for each employee.
(f) C.S.E.A. VISION CARE PLAN:
The Commission agrees to continue a Vision Care Plan, known as the C.S.E.A. Vision Care Plan for each employee covered under this contract and for the employee's dependents.

(g) N.F.B.C. FREE (SICK) DAY PROGRAM:
The Commission agrees to continue to credit all employees who have been employed ten (10) months full-time prior to any November 1st, ten (10) Free (sick) Days. For employees who have been employed full-time for less than ten (10) months, 1/2 day for every full month worked prior to November 1st, will make up credit for the succeeding year.

The Commission reserves the right to re-schedule hours worked for Free Time off and to fill the vacancies, if deemed necessary by management, by scheduling sequentially part-time and seasonal temporary employees so as not to generate overtime. Should part-time and/or seasonal temporary employees not be available at straight time rates, then full-time employees will be scheduled at overtime rates, if necessary.

Part-time employees who have completed ten (10) full months of service at November 1st, will be entitled to two (2) Free Days. These days are to be used so as not to generate overtime, therefore, vacancies caused by the use of these days may be covered by part-time employees or seasonal temporary employees. Granting of requests will be subject to availability of employees other than full-
time. Unused free (sick) days at the end of the year will be compensated for at straight time rates only, in cash. In the event of an absence of three (3) consecutive days or more, the employee must produce a substantiated physician's certificate, unless such absence has been authorized by the Commission in advance.

(h) JURY DUTY

The Commission agrees to pay the employee the difference between the Jury Duty remuneration and the regular base salary, provided that the employee produces a Jury Duty Voucher stating the time spent and remuneration received while on Jury Duty.

(i) An employee who has attained age fifty-five (55) and has twenty (20) or more years of credited service may retire at the option of the employee, prior to his normal retirement date in which case he shall be eligible to receive the full paid benefits provided for in Paragraph B.1(b) (c) (e) (f) of the Collective Agreement.

B.2 The pension plan and the insurance mentioned in this schedule shall be more particularly described and set forth in the pension plan documents and policy or policies of insurance. The Commission's responsibility is limited to continuing the pension plan and insurance and to paying the premiums for the benefits mentioned in this Schedule and in case of any dispute over the payment of benefits to an employee, no grievance shall lie against the Commission but the Commission will use its best efforts to adjust and settle any such disputes.