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Contract Database Metadata Elements

Title: **Niagara Frontier Transportation Authority (NFTA) and Niagara Frontier Transportation Authority Superior Officers Association (2000)**

Employer Name: **Niagara Frontier Transportation Authority (NFTA)**

Union: **Niagara Frontier Transportation Authority Superior Officers Association**

Local:

Effective Date: **04/01/00**

Expiration Date: **03/31/04**

PERB ID Number: **8223**

Unit Size: **4**

Number of Pages: **31**

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PSS / 8223

AGREEMENT

- BETWEEN -

NIAGARA FRONTIER TRANSPORTATION AUTHORITY

- AND -

**NIAGARA FRONTIER TRANSPORTATION AUTHORITY
SUPERIOR OFFICERS ASSOCIATION**

APRIL 1, 2000 - MARCH 31, 2004

**RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

DEC 21 2006

ADMINISTRATION

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THIS AGREEMENT made and entered into on the 19th day of March, 2002 by and between NIAGARA FRONTIER TRANSPORTATION AUTHORITY, a body corporate and politic, constituting a public benefit corporation, organized and existing pursuant to Chapter 717 of the Laws of 1967 of the State of New York, as amended, with its principal office for the transaction of business at 181 Ellicott Street, in the City of Buffalo, County of Erie and State of New York, (hereinafter referred to as "NFTA") and THE NFTA SUPERIOR OFFICERS ASSOCIATION, (herein after referred to as "Association").

WITNESSETH:

ARTICLE 1

RECOGNITION - UNION MEMBERSHIP

SECTION 1 - RECOGNITION

Pursuant to PERB Case No. 4150, the NFTA recognizes the Association as the representative of its Lieutenants in the Fire Division.

The functions of the employees in the bargaining unit shall be to provide supervision of Aircraft, Rescue and Firefighting services for the NFTA at the Buffalo Niagara International Airport. These duties shall include fire protection and prevention, dispatching, fire inspection, fire equipment inspection, rescue at the scene of an airplane crash or fire, the assistance of individuals at the Airport who are in need of medical attention and other appropriate superior duties as assigned by the employer. Individuals in the bargaining unit shall be known as NFTA Aircraft, Rescue and Firefighting Lieutenants. It is agreed that, from time to time, employees in the bargaining unit may be asked to assist in performing security functions for crowd control, aircraft and structural building related fires and for other emergencies where there is not sufficient staff of the NFTA Police at the Airport to perform the functions.

The terms "employees" "member" or "Association member" are used interchangeably herein to refer to permanent employees of the NFTA on a full-pay status, who are represented by the Association and whose terms and conditions of employment are governed by this Agreement.

SECTION 2 - PURPOSE OF AGREEMENT

The parties hereto desire to provide through this Agreement: methods for orderly collective bargaining between the NFTA and the Association; to secure prompt and equitable disposition of grievances that may arise; to establish fair wages, fringe benefits and working conditions for personnel in the negotiating unit; and to promote, to the highest degree, efficiently providing service to the public.

SECTION 3 - APPLICABLE LAW

In consideration of the mutual covenants and agreements, herein contained, the NFTA and the Association, through their authorized representatives, agree that this Agreement has been negotiated pursuant to the provisions of the Public Employees Employment Act and is governed by the applicable provision of New York State Law.

SECTION 4 - LEGISLATIVE REQUIREMENTS

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

SECTION 5 - ASSOCIATION OFFICIALS

The Association will advise the NFTA, in writing to the Director of Human Resources, the names and titles of each of its officers and will promptly give the NFTA written notification of any changes during the terms of this Agreement within two (2) calendar weeks of any such change.

SECTION 6 - DUES CHECKOFF

Upon written authorization by an Association member, the NFTA agrees to make payroll deductions for Association membership initiation fees and Association dues, in equal installments during each pay period of each month. The amounts so deducted shall be forwarded to the Treasurer of the Association. A list of such deductions showing names and amounts deducted for each member shall accompany the biweekly report to the Treasurer of the Association, which shall be forwarded within one (1) calendar week of the deduction.

The NFTA shall deduct, from the wages of a member, the amount of any assessment made against such member by the Association, but shall not be obliged to make such deduction unless the Association shall furnish, to the NFTA, a copy of each resolution of the Association, under authority of which such assessment has been made, which resolution shall be certified by the Secretary of the Association. The Association agrees to indemnify and hold the NFTA harmless from any loss it may incur as a result of such deduction.

SECTION 7 - AGENCY SHOP FEE

The NFTA agrees to deduct from the wages of employees covered by the terms of this Agreement who are not members of the Association, an amount equivalent to the dues levied by the Association on its members, and such sums shall be transmitted by the NFTA to the Treasurer of the Association.

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

SECTION 8 - NEW JOB CLASSIFICATION

The NFTA agrees that in the event it establishes any new classifications, within the scope of the bargaining unit, the NFTA will furnish the Association with the new job description and will confer and negotiate with the Association the basic annual salaries for each such position.

ARTICLE II HOURS OF WORK

SECTION 1 - WORK WEEK AND WORK DAY

The standard work week shall be four (4) days on and four (4) days off which shall be two (2) work days from 7:00 AM to 5:00 PM and the other two (2) work days 5:00 PM to 7:00 AM. The foregoing work schedule shall not be changed unless the changes are mutually agreed upon.

SECTION 2 - OVERTIME

Effective 12/1/93, overtime shall be all work beyond a regular scheduled tour of duty and any work beyond a regular scheduled work week and shall be paid at time and one-half the employee's hourly rate.

SECTION 3 - OVERTIME DISTRIBUTION

Overtime shall be equally divided among the employees insofar as it is practicable to do so. The distribution of overtime will be considered on a quarterly basis in order that appropriate adjustments may be made during the next quarter. Employees understand that they have the obligation to work a reasonable amount of overtime at the discretion of the NFTA. A rotating overtime wheel shall be established, and its

method of operation shall be determined by and between the Association and the NFTA. If all Lieutenants are unavailable, the NFTA may assign ARFO bargaining unit members to the Lieutenant's position.

SECTION 4 - CALL IN PAY

When an employee is called to work other than as scheduled, he or she shall be guaranteed a minimum of five (5) hours pay at the appropriate rate. When an employee is called back to work, he or she shall be guaranteed a minimum of five (5) hours pay at the appropriate rate.

SECTION 5 - LUNCH AND REST PERIODS

Every employee scheduled to work a full shift will be allowed a thirty (30) minute meal period, with pay, which may be taken at any designated time after working five (5) hours. Every employee will be allowed two (2) rest periods of fifteen (15) minutes each with pay, which may be taken at any designated time after working the first three (3) hours of a shift and after working six (6) hours of such shift. Each rest period shall be taken in designated areas. Any employee required to work more than four (4) hours overtime beyond the scheduled shift shall be allowed thirty (30) minutes for a meal period, with pay, computed at the overtime premium rate, if applicable.

ARTICLE III

HOLIDAYS

SECTION 1 - HOLIDAYS

The following are to be paid holidays, whether or not they fall within the scheduled work week: New Year's Day, Dr. Martin Luther King Jr. Day, President's Day, Good Friday (6 hours), Memorial Day, Independence Day, the first Monday in August, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day. In addition, each employee will be credited with one (1) "floating holiday" at the start of each fiscal year. This holiday may be taken any time during the fiscal year, providing the employee informs the NFTA forty-eight (48) hours in advance. In order to be paid for a holiday, an employee must be on full pay status or workers' compensation. Employees on unpaid leave, disability or disciplinary suspension when a holiday occurs, or is observed, will not be paid for that holiday. In any fiscal year, an employee must have worked the last scheduled work shift prior to, and the next scheduled work shift after a holiday in order to be paid for such holiday, provided, however, that his or

her first miss or absence shall not be counted and the second miss or absence may be excused by the NFTA in its sole discretion.

SECTION 2 - HOLIDAY PAY

In the event an employee is scheduled to work on one of the aforementioned holidays, he/she is to be paid at his/her regular hourly rate for the shift worked, plus the holiday.

In the event an employee is not scheduled to work, but is required to work on one of the aforementioned holidays, he/she is to be paid twice his/her regular hourly rate for the shift worked, plus the holiday.

When a bargaining unit member is scheduled to work a holiday and calls in sick, he will be paid sick time for this day and will not be eligible for holiday pay.

ARTICLE IV

VACATION

SECTION 1 - VACATION ENTITLEMENT

Vacation credits may be taken as earned, after a ninety (90) day waiting period from the date of hire, in three increments, as follows:

Basic vacation credits shall be earned at the rate of one-half (5 hours) day per two week period during each fiscal year period commencing April 1 and ending on the immediately following March 31. Thus, an employee may earn up to thirteen (130 hours) basic vacation days in a particular fiscal year.

Anniversary vacation credits will be earned at the rate of one additional (10 hours) day for each full year plus one (10 hours) days of employment up to a maximum of seven (70 hours) days. Such credit will be deemed earned on the day immediately following the employee's anniversary date.

Longevity vacation credits up to a maximum of five (50 hours) days will be earned by employees with twelve years or more of service. The first (10 hours) day's credit will be earned on the employee's twelfth anniversary and one additional (10 hours) day will be earned on the employee's seventeenth, twenty-second, twenty-seventh and thirty-second anniversary dates.

Vacation credits must be taken in not less than one-half (1/2) day increments.

SECTION 2 - SCHEDULE OF THE INCREMENTAL STEPS

<u>Fiscal Year of Employment</u>	<u>Vacation Credits</u>
First year	Up to 13 (130 hours) days
Second year	Up to 14 (140 hours) days
Third year	Up to 15 (150 hours) days
Fourth year	Up to 16 (160 hours) days
Fifth year	Up to 17 (170 hours) days
Sixth year	Up to 18 (180 hours) days
Seventh year	Up to 19 (190 hours) days
Eighth through eleventh year	Up to 20 (200 hours) days
Twelfth through sixteenth year	Up to 21 (210 hours) days
Seventeenth through twenty-first year	Up to 22 (220 hours) days
Twenty-second through twenty-sixth year	Up to 23 (230 hours) days
Twenty-seventh through thirty-first year	Up to 24 (240 hours) days
Thirty-second or more years	Up to 25 (250 hours) days

SECTION 3 - ENTITLEMENT PRO-RATE

Vacation credits in a fiscal year will be pro-rated in those instances in which an employee is on unpaid leave of absence or receiving workers' compensation benefits, disability or on disciplinary suspension.

SECTION 4 - VACATION CARRY-OVER

Vacation credits may be carried over to the next fiscal year providing the total does not exceed thirty (300 hours) days.

SECTION 5 - MONETARY EQUIVALENT

An employee who resigns (upon two (2) weeks prior notice) retires, or is laid off, shall be compensated for vacation that has been earned and unused in the immediately preceding fiscal year and in the current fiscal year. All vacation benefits accrued will be paid to the estate of an employee who becomes deceased while on full pay status or who is receiving disability or workers' compensation benefits.

SECTION 6 - VACATION DURING A HOLIDAY

An employee who is otherwise eligible for holiday pay and who is on vacation when a holiday occurs, shall be entitled to such holiday pay and marked accordingly in the time records and not charged nor paid for vacation time.

SECTION 7 - VACATION PAY

Upon request, the NFTA shall provide the employee with his or her vacation paycheck on the last day worked prior to the commencement of the vacation if such request is made at least two (2) calendar weeks prior to the commencement of the vacation and such vacation check is for a minimum of two (2) weeks.

SECTION 8 - VACATION SELL BACK

Officers have the option to convert vacation time into cash value twice during the fiscal year. This election for a maximum total of ten (10) days be submitted, in writing, to the Chief prior to March 31st or September 30th of each year. An officer may only receive the cash value of a maximum of five (5) vacation days (50 hours) and only if he or she has a minimum of five (5) vacation days left after receiving this cash value. The cash value will be paid with the first paycheck in May or November.

ARTICLE V COMPENSATION

SECTION 1 - SALARY

NFTA agrees to compensate employees who are on full pay status on April 1, 2000 in accordance with the rate schedule set forth in Appendix "A" attached hereto. As used herein, "full pay status" applies to employees who are being directly compensated by NFTA and excludes those employees on unpaid leave, workers' compensation, disability or disciplinary suspension.

The hourly rate of pay shall be obtained by dividing the annual salary by 2,184. In the event an employee works less than a full shift, he or she will be paid an appropriate rate for the time indicated on his or her time sheet.

SECTION 2 - COURSE OF DUTY INJURY PAY

An employee injured in the course of performing his/her duties for the NFTA and leaves work upon notification to his/her supervisor because of such injury, shall be entitled to receive compensation equal to their regular salary during the period of time the employee is unable to work. Such compensation from the NFTA shall cease at the earlier of (i) twelve months from the date of injury (ii) the date the employee resumes working for the NFTA, (iii) the date it is determined that the employee shall receive New York State Disability Retirement Benefits, or (iv) the date it is determined by the NFTA physician that the employee may return to work at the NFTA.

As a condition to continued entitlement to such compensation, the NFTA may, (i) require, at its expense, the employee to be examined by a physician of its choosing and/or (ii) require the employee to return to light duty work consistent with the duties set forth in Article 1, Section 1, if medically able, and/or (iii) require periodic reports from the employee and his/her physician of his/her condition and expected date for return to work.

During the period of time that the employee is receiving course of duty injury pay from the NFTA, workers' compensation payments received by the employing connection with the injuries shall be paid over to the NFTA.

During the period of time that the employee is receiving course of duty injury pay from the NFTA, and as a condition for eligibility for such pay, said employee shall be prohibited from working for another employer or from engaging in self-employment outside his or her residence.

SECTION 3 - JURY DUTY AND TESTIMONY

Upon certification from the Commissioner of Jurors, NFTA agrees to pay all employees summoned to serve on jury duty the difference between the fees they receive and their regular straight time rate. It is understood that the aforementioned compensation shall be paid to all employees who will be assigned by NFTA to the day and evening shifts during the period of jury service.

In any litigation involving testimony on behalf of the NFTA, the NFTA will pay an employee his/her regular pay for all time lost from work as a witness in a court or other administrative proceeding. This provision will not be applicable to an employee who is a party to the action or proceeding.

SECTION 4 - OUT OF TITLE PAY

Whenever an employee is assigned to perform the duties of a higher paid job classification, he/she shall be paid the sum of \$5.00 per hour for all hours actually worked in the higher paid job classification.

All employees may refuse a request to work out of title unless no other qualified Lieutenant accepts such assignment. In that case, the Chief shall have the discretion to order a qualified Lieutenant to work out of title.

SECTION 5 - TRAINING PAY

If an employee is required by the Chief to attend a training session, he/she will be paid the appropriate rate at straight time for approved training hours. Officers who attend recommended training, other than for qualifying on a firing range, will be compensated.

SECTION 6 - COURT PAY

When an employee is required to appear in court or before any administrative agency in connection with his/her duties, at any time other than his/her duties, at any time other than his/her regularly scheduled work hours, he/she shall be paid his/her regular hourly rate for all time spent with a minimum of three (3) hours pay for each appearance.

SECTION 7 - STIPEND FOR NON-USE OF SICK LEAVE

All employees will be eligible for a stipend for perfect attendance as follows: for the first quarter of perfect attendance - 11.0 hours, second quarter of perfect attendance - 12.0 hours, for the third quarter of perfect attendance - 13.0 hours, and for the fourth quarter of perfect attendance - 14 hours. The hourly rate shall be that to which the employee is entitled on the last day of the quarter which applies. NFTA shall pay over this additional wage to the employee within thirty (30) days of the start of the new quarter.

SECTION 8 - WORKERS' COMPENSATION

Workers' Compensation Benefits are allowed for job related injuries that cause disability beyond seven calendar days. Payments begin to accrue with the eighth (8th) day after disability commences. If an employee is receiving Workers' Compensation, the NFTA will continue to pay all benefits under this Agreement.

SECTION 9 - EMT CERTIFICATE PAY

On September 1st, each Aircraft, Rescue and Firefighting Lieutenant who obtains/retains his or her Emergency Medical Technician (EMT) Certificate shall receive an additional sum of 75 hours pay in a separate check to be paid no later than September 15th. Proof of the EMT certificate shall be in the form

of a copy of a valid EMT certificate and shall be submitted to the NFTA no later than September 1st of each year.

SECTION 10 - PEACE OFFICER CERTIFICATION PAY

Effective 4/1/94, each officer who qualified annually for peace officer certification, shall receive a separate check in the amount of \$250.00 paid in the first pay period of October, 1994 and each year thereafter.

Effective 4/1/95, the \$250 stipend shall be modified to sixteen (16) hours pay.

ARTICLE VI

IDENTIFICATION BADGES/UNIFORM AND CLEANING ALLOWANCE

NFTA PROPERTY

SECTION 1 - IDENTIFICATION BADGES

All employees will be issued identification badges. These badges will be carried by all employees while they are at work or on NFTA business. Employees may be required to wear their identification badges appropriately displayed on their outer garments at all times.

Additional equipment such as helmet, boots, turnout gear and uniform insignia will be issued upon appointment.

SECTION 2 - UNIFORM ALLOWANCE

Effective 4/1/97 and 4/1/98, the NFTA will provide a \$550.00 per employee, per fiscal year, uniform allowance for all issued equipment, excluding weapons. This allowance shall be paid in a separate check in the first pay period in May of each year.

Effective 4/1/99 and each year thereafter, the \$550 stipend shall be modified to forty (40) hours pay.

SECTION 3 - CLEANING ALLOWANCE

On January 1st of each year, effective 1/1/93, the NFTA will provide each employee with a separate check in the amount of \$250 for uniform cleaning allowance.

Effective 4/1/95, the \$250 stipend shall be modified to sixteen (16) hours pay.

SECTION 4 - NFTA PROPERTY

On or before the date of termination or separation from employment, an employee must turn in his or her badge to the Deputy Chief. Employees must also return any other property issued to them by the Authority to include, but not limited to, automobiles, radios, calculators, gasoline credit cards and other equipment and supplies. Final payment will not be released until this requirement is met.

ARTICLE VII

HOSPITAL, SURGICAL, DENTAL, OPTICAL AND
PRESCRIPTION INSURANCE

SECTION 1 - MEDICAL INSURANCE

The NFTA agrees to pay medical premiums for the following HMO medical plans:

- Independent Health (Encompass Silver)
- Community Blue (II Plan)
- Univera (Preferred Plan)

If an employee chooses the Blue Cross/Blue Shield 60/61 Plan, the employee must pay the premium difference between the highest priced eligible HMO listed above and the Blue Cross/Blue Shield premium, single or family coverage. This payment will be made through payroll deduction.

During the term of this Agreement, NFTA will continue paying the premium rates for the HMOs listed above unless one or more of the HMOs' premium rates exceed the lowest priced HMO by more than 5%. If this occurs, then the employee has the option to switch to the lowest priced HMO or pay the difference in premium rates through payroll deduction.

All medical benefits coverage for newly hired permanent employees will be effective the first day of the month following thirty (30) days from date of hire.

For employees hired after September 21, 1987, in any position with the NFTA, and who elect family coverage, the employee must contribute 25% of the difference between single and family coverage with the NFTA paying the remainder of the premium cost not to exceed the highest eligible HMO as described in this section. This 25% employee contribution will be made by payroll deduction on a monthly basis. To be eligible for family coverage, such employee must sign any forms required by the NFTA for such payroll deduction.

Employees hired into the unit, from outside the BNIA Fire/Rescue Department will be responsible to pay (through payroll deduction) 20% of the cost for medical plans listed in this section.

The NFTA shall provide to eligible retirees of the bargaining unit, 50% of the monthly premium cost for medical insurance not to exceed that paid to Blue Cross for benefits equal to those set forth above in this Section. To be eligible for this 50% contribution, the retiree must meet the following conditions:

- a) Retire on or after 4/1/88
- b) Retire with a minimum of fifteen (15) years of credited service with the NFTA (employees in the bargaining unit as of 4/1/94 may use a minimum of ten (10) years for this paragraph)
- c) Must enroll in the NFTA retiree medical benefit program
- d) Must retire from full time employment from the NFTA

The retiree loses his/her eligibility if he/she becomes employed or re-employed and becomes eligible for medical benefits as a result of this employment.

Upon death of the retiree, their surviving spouse will be eligible for the NFTA's 50% premium contribution for single coverage only for a maximum of eighteen (18) months provided they retain their eligibility per the above listed conditions. After 18 months, the spouse may elect to remain in NFTA retirees group and pay full cost of medical premiums.

At the time of retirement for eligible employees who have unused sick leave, the NFTA will apply those sick days towards the employee's 50% share of medical benefit costs in accordance with the following table:

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

SECTION 2 - WAIVER OF MEDICAL INSURANCE

The NFTA may, in its sole discretion, administer its program whereby an employee may waive the medical insurance coverage set forth in Section 1 above, upon a showing of duplicate coverage. The rules and procedures for taking part in this program and/or for reapplying for the insurance coverage provided for in Section 1, shall be established by the NFTA in its sole discretion. Any employee who, for the entire period April 1 through November 30, has waived his or her medical coverage with the approval of the NFTA shall receive the amount of seven hundred (\$700) dollars payable no later than December 15. It is further understood that re-enrollment in the NFTA provided medical insurance coverage may only be done for the next fiscal year or upon proof of loss of duplicate coverage.

SECTION 3 - DENTAL INSURANCE

During the term hereof, NFTA shall provide permanent employees, and qualifying dependents, the Group Health Incorporated Spectrum Plus Plan.

SECTION 4 - OPTICAL INSURANCE

NFTA shall provide permanent employees and qualifying dependents with Group Health Incorporated Comprehensive Benefits Plan optical coverage.

SECTION 5 - EQUIVALENT COVERAGE

NFTA and the Association agree that all benefits listed in this Article are subject to change upon mutual agreements of the parties; and that the levels and types of coverage provided shall be the equivalent of those under the plans listed in this Article unless mutually agreed to be otherwise.

ARTICLE VIII

RETIREMENT BENEFITS

SECTION 1 - NEW YORK STATE AND LOCAL RETIREMENT SYSTEM

Effective with the ratification of this Agreement, the NFTA will take all steps within its authority, to secure the passage and signing into law, legislation that will place the superior officers into the New York State Police and Fire Retirement System §384(d) and §384(e) with §375 backup plans.

Provided that:

- 7) The Superior Officers Association takes all necessary steps to transfer to the Police and Fire Retirement System all current Tier 3 and 4 member contributions so they can be applied against the past service credit.
- 8) The NFTA's share of past service cost can be amortized over a period of ten (10) years.
- 9) If permitted by the NYS Retirement System, and Officer who elects to remain in the Employees Retirement System will be entitled to 50% of any savings to the NFTA that results from this election. These savings will be calculated by comparing the NFTA cost for the Police and Fire Retirement System (including past service liability) and the NFTA cost for the Employee Retirement System for each employee.

ARTICLE IX

SENIORITY, LAYOFF AND RECALL

SECTION 1 - SENIORITY DEFINED

Seniority shall be based entirely upon an employee's uninterrupted service with the NFTA in the position of Lieutenant, and shall be broken if he/she leaves active service, for any period of time, for any reason, except authorized sick leave, military leave or authorized leave of absence. Seniority shall be based upon the date of appointment as Lieutenant. Where more than one (1) appointment was made on the same date, the seniority list Appendix "B" showing the employee's position, shall determine seniority within this Agreement. Seniority shall be used solely for layoff and recall.

SECTION 2 - PROMOTION

Employees in the bargaining unit who are promoted to positions outside the bargaining unit shall have a trial period not to exceed six (6) months in order to determine whether they like, and are able to perform the work, and whether NFTA wishes to continue them in their new position. During this trial period, there shall be no prejudice to their Union membership nor their right to return to their previous job classification in the bargaining unit, with full seniority rights as described in this Article. At the end of the six-month period, all seniority rights shall cease.

SECTION 3 - LAYOFF/DEMOTION

In the event that a reduction in work force is necessary, for whatever reason including, without limitation, reversal of situations contemplated by Section 2, the selection of employees affected shall be based upon job seniority; i.e., the employee's period of service measured from the date he/she began performing work in his/her Lieutenant's position. The reduction of the work force shall be accomplished by layoff of the employee who has the least job seniority and bumping into the job title of Aircraft, Rescue and Firefighting Officer.

In the case of ties, an Association determined lottery system shall be used to establish seniority ranking.

SECTION 4 - RECALL

In the event that employees will be recalled to work, such recall will be based upon seniority as defined in Section 1 of this Article as follows: The most senior employee will be recalled, provided he/she has the ability to perform the duties required. An employee's name will be maintained on a recall list for three (3) full years after the date of layoff.

ARTICLE X

LEAVES OF ABSENCE WITH PAY

SECTION 1 - PERSONAL LEAVE

Each employee with seniority of at least one (1) year shall be entitled to fifty-two (52) personal leave hours per year commencing April 1st of each year during the term hereof. Employees with less than one (1) year seniority shall be entitled to a pro-rated share of personal leave hours, based on their date of hire, commencing April 1st.

Personal leave shall be granted for such personal business as arises from time to time and as approved by NFTA. Personal leave shall be granted only upon at least forty-eight (48) hours prior written notice (when possible) to NFTA. At the start of each fiscal year, any personal leave time not used by an employee during the previous fiscal year will be converted into sick leave in equal increments and added to the employee's accumulated sick leave time, providing it does not exceed the maximum allowed. Personal leave time may be taken in not less than one (1) hour increments.

SECTION 2 - SICK LEAVE

An employee on full pay status who is unable to report for work because of illness or injury will be paid sick time at his/her regular hourly rate, and any other benefits, starting with the first scheduled work day on which the employee is absent, subject to the limitations hereinafter provided. Earnings for sick days will be included in the employee's regular pay. Sick leave is exclusively to help compensate employees who are unable to work due to a bonafide illness or injury.

Sick days will be earned at the rate of one-half (1/2) day per bi-weekly pay period, while an employee is on full pay status, up to a maximum of thirteen (13) days (130) hours per year. Sick days may accumulate up to 200 days (2,000) hours. For the purpose of determining the number of sick days earned, the following days shall be considered as having been worked: vacation days, days lost by reason of temporary leave of absence for Association business up to a maximum of five (5) working days per year, paid personal days or any other days off or leave while an employee is on full pay status.

Of the maximum of thirteen (13) sick days accumulated each year, an officer may use up to five (5) sick days without medical documentation in accordance with the conditions set forth above. In order to receive paid sick leave in excess of five (5) days in any fiscal year, an officer must present medical documentation from the physician verifying the illness or injury. The NFTA shall notify the member, in writing, if the employee has reached the five (5) days unexcused absence level.

Employees have the responsibility to notify their supervisor as soon as possible when they are sick. This should be prior to their scheduled working hours. For illness in excess of four (4) consecutive work days, the Authority may require a doctor's statement as to the employee's health prior to returning to work.

SECTION 3 - UNION LEAVE

The NFTA grants to the Association's employees and shift representatives, reasonable amounts of released time to conduct the following activities:

- a) Investigate and process grievances
- b) Post notices
- c) Distribute literature
- d) Attend negotiating meetings
- e) Consult with the NFTA concerning the enforcement of any provision of this Agreement

- f) Any employee selected by the Association to represent it in any district, state or national convention shall be granted leave of absence to attend such convention without pay and without loss of seniority rights or other benefits, provided NFTA receives sufficient prior written notice to obtain a replacement.

SECTION 4 - MILITARY LEAVE

Any employee who enters the National Guard or the Military Service of the United States government shall, at the expiration of such service, be accorded all the rights and privileges provided for employees pursuant to New York State and Federal Law.

SECTION 5 - BEREAVEMENT LEAVE

In the event of a death occurring in an employee's immediate family (spouse, father, mother, sister, brother, son, daughter, grandfather, grandmother, grandchildren, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law), the employee shall be entitled to a maximum of three (3) days bereavement leave with pay.

ARTICLE XI

SICK LEAVE BANK

In order to aid employees who have suffered a prolonged illness and whose regular sick leave has been exhausted, a sick leave bank has been established.

1) Each employee who wishes to participate in the sick bank will contribute two (2) accumulated sick leave days (20 hours) from his/her current accumulated sick leave, within 30 days of the time such employee becomes eligible to participate. An employee who elects not to participate will not be allowed to enter the sick bank, except between March 1st and March 31st of each year.

2) The NFTA will add to the sick bank, fifty (50) sick leave hours.

3) Each year, employees will contribute ten (10) additional hours to the bank, between March 1st and March 31st, in order to continue as a participant in the sick leave bank.

4) If, at any time, the accumulated number of hours in the sick bank falls below five hundred (500), the NFTA will contribute a sufficient number of hours to bring the total number of hours in the sick bank to five hundred (500) hours.

5) Employees who enter the sick bank after it is established, and who have been previously qualified to participate, will be required to contribute the same number of accumulated hours as they would have contributed had they become a participant when first qualified to enter the sick leave bank.

6) An employee who is a participant in the sick bank and who has exhausted all of his accumulated sick leave and any other accumulated time, may apply for additional sick leave from the sick bank, created herein, to a committee consisting of a designee of the Association and a designee of the NFTA. The minimum number of days which may be requested is five (5) days (50 hours). The maximum will be two times the number which the employee has accumulated in his/her sick leave account at the time when an illness or disability began. If needed, the committee may grant an additional sixty (60) days (600 hours). The committee's decision to deny the granting of sick leave to an employee cannot be grieved or be the subject of the Grievance and Arbitration Procedure herein.

7) In the event both members of the committee cannot agree to accept or reject the granting of such sick leave, then in that event, the committee shall select a third person, in accordance with the procedure for the selection of an arbitrator, as provided in the Grievance and Arbitration Procedure in this Agreement.

ARTICLE XII

GRIEVANCE AND ARBITRATION PROCEDURE

SECTION 1 - DEFINITION

A grievance is any dispute between the parties to the Agreement with respect to the interpretation or application of, or compliance with, the terms and conditions of this Agreement. Either the Association or any employee in the bargaining unit shall be allowed to file a grievance. Only the Association shall be allowed to seek arbitration of a grievance. The grievance and arbitration procedure hereby established shall be the exclusive remedy for the resolution of a grievance.

SECTION 2 - PROCEDURE

Grievances must be presented, in writing, within fifteen (15) work days after the circumstances giving rise to such grievance has occurred or should have been known about, or shall not be considered valid. All grievances will be handled in accordance with the following procedure:

Step 1. The employee and/or the Association shall submit the grievance in writing to the Deputy Chief within fifteen (15) calendar days of the day the employee or Association learns of the facts giving rise to the grievance. If the answer is a rejection of the grievance, then the said Deputy Chief shall detail his reasons therefore in writing.

Step 2. If a satisfactory settlement of disposition is not made within five (5) days from the date of the written submission of the grievance, the Association may submit the grievance with the answer of the said Deputy Chief, to the NFTA's Director of Human Resources. Within twenty (20) calendar days thereafter, the Director of Human Resources shall set forth, in writing, his answer to the grievance.

Step 3. If not satisfied with the Director of Human Resources answer, the Association may request that the matter be submitted to an impartial arbitrator to be selected in accord with the procedures listed herein. The arbitrator shall issue his decision within thirty (30) calendar days after the conclusion of testimony and argument. His decision shall be final and binding upon the parties.

SECTION 3 - MATTERS RELEVANT TO GRIEVANCE PROCEDURE

(a) Neither the Director of Human Resources nor the arbitrator may consider any evidence or facts which have not been previously discussed between the parties unless otherwise agreed upon by the parties.

(b) In the case of a group, policy or organization type grievance, the grievance may be submitted directly to the Director of Human Resources.

(c) Expenses for the arbitrator's services and the proceeding shall be borne equally by the NFTA and the Association.

(d) No arbitrator functioning under provisions of the grievance procedure shall have the power to amend, modify or delete any provision of this Agreement.

(e) The time limits provided herein may be waived by mutual agreement of the parties.

(f) An employee may have present, at all steps of the grievance procedure, the Association President, the Association's grievance chairperson and/or the Association's legal counsel.

ARTICLE XIII

DISCIPLINARY PROCEDURE

SECTION 1 - DISCIPLINARY ACTION

Upon completion of a six (6) month probationary period, an employee shall become permanent and shall not be terminated or otherwise subjected to any discipline except for just cause. The only procedure for taking disciplinary action shall be set forth in this Article.

An employee shall not be disciplined for acts which occurred more than eighteen (18) months prior to the imposition of the discipline provided, however, that such acts do not constitute a crime.

SECTION 2 - PROCEDURE

An employee against whom disciplinary action is taken shall be served with written notice of the reasons for such discipline and the penalty imposed. The notice of discipline may be the subject of a grievance which shall be filed in accordance with the procedures set forth under the Grievance and Arbitration article of this Agreement.

SECTION 3 - BILL OF RIGHTS

a) An employee who is under investigation for a matter which would not constitute a crime, must be informed of the nature of the investigation before any interrogation begins. The information must be sufficient to reasonably inform him of the investigation which is being conducted.

b) An employee who is under investigation has the right to have a representative of the Association present and also has the right to the presence of an attorney with him during any questioning.

c) Interrogation of an employee for any disciplinary investigation will be recorded, either mechanically or by a stenographer, and there will be no off-the-record statements. The employee shall be furnished with a copy of any statement he has signed or made.

d) No employee shall be given a polygraph examination.

e) No employee shall use or be subject to offensive language and shall not be threatened with transfer as an inducement to answering questions. Nothing herein is to be construed as to prohibit the NFTA from informing an employee that his conduct may be subject to other disciplinary action with resultant disciplinary punishment.

f) An employee who is under investigation for a matter which would not constitute a crime, must be informed of the name of the person conducting the investigation.

ARTICLE XIV

SAFETY AND WELFARE

SECTION 1 - SAFETY COMMITTEE

The parties acknowledge that a Safety Committee exists in the Fire Division and that the Association will designate one member to the committee (as Union Representative).

SECTION 2 - SAFETY DEVICES

NFTA will continue to install safety devices for the protection of the lives and health of employees and will use its best efforts to maintain necessary equipment, building, and other facilities in a safe and sanitary condition. NFTA will cooperate with the Association in the receipt and investigation of complaints concerning matters affecting the health and safety of employees.

SECTION 3 - DRUG AND ALCOHOL TESTING

Both parties agree that in the interest of public safety and for the safety and protection of its employees, the NFTA has the right to require Officers submit to drug and alcohol testing under the terms of the NFTA policy for compliance with Federal Regulations, the Drug Free Workplace Act of 1988 (49 CFR Part 653) and Prevention of Prohibited Drug Use and Alcohol Misuse (49 CFR Parts 653 and 654).

ARTICLE XV

PERSONNEL FILE

SECTION 1 - DISCIPLINARY MEMO OR NOTICE

No disciplinary memo or notice of any nature which might reflect adversely upon the employee's character or career will be placed in any personnel file without his knowledge. The employee shall be given the opportunity to respond in writing to any such material and to have the response maintained as part of his personnel file.

SECTION 2 - UNSUPPORTED CHARGES

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

SECTION 3 - INSPECTION

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

ARTICLE XVI
MISCELLANEOUS BENEFITS

SECTION 1 - BULLETIN BOARDS

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

SECTION 2 - PRINTING OF AGREEMENT

NFTA agrees to reproduce a sufficient number of copies of this Agreement for distribution by Association officers to the membership.

SECTION 3 - MILEAGE ALLOWANCE

If an employee is requested by the NFTA to use his or her personal vehicle during the course of work and the employee agrees, the employee will be reimbursed a minimum of \$.23 per mile actually driven. This mileage payment may be increased by the NFTA Board of Commissioners.

SECTION 4 - INDEMNIFICATION

The NFTA will indemnify each employee for claims against him/her arising during work hours and based upon false arrest, detention or imprisonment or malicious prosecution.

SECTION 5 - PHYSICAL FITNESS EQUIPMENT

The NFTA shall maintain an exercise room with an exercise bicycle, a rowing machine and universal machine to be housed at the ARF building for the use of Fire Division employees.

SECTION 6 - DIRECT DEPOSIT

Members of the Association will be afforded the opportunity for direct deposit of payroll checks effective 6/1/97.

ARTICLE XVII
SAVINGS CLAUSE

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

ARTICLE XVIII
TERMS OF AGREEMENT

This Agreement shall become effective April 1, 2000 and shall continue in effect until March 31, 2004.


One hundred twenty (120) days prior to expiration of this Agreement, the Association agrees to provide NFTA with its initial proposals for changes hereto. Ninety (90) days prior to expiration of this Agreement, NFTA agrees to meet with the Association to discuss these proposals and to negotiate a successor Agreement.

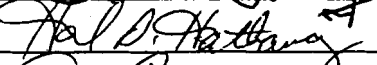
ARTICLE XIX
LEGISLATIVE REVIEW

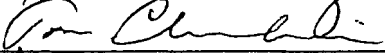
IT IS AGREED BY AND BETWEEN THE PARTIES HERETO THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

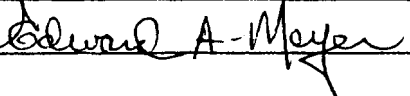
IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 19th day of
March, 2002.

NFTA SUPERIOR OFFICERS ASSOCIATION

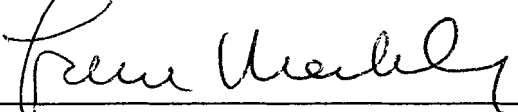








NIAGARA FRONTIER TRANSPORTATION AUTHORITY



Lawrence Meckler, Executive Director

NFTA SUPERIOR OFFICERS ASSOCIATION

4/1/00 to 3/31/04

APPENDIX "A"

REF. ARTICLE V - SECTION 1

The following schedule reflects the hourly wage rates payable to the employees covered by this Agreement.

The schedule covers a period commencing 4/1/00 and ending 3/31/04.

	<u>EFF. DATE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>
Lieutenant	4/1/00	18.4900	18.7500	19.0000	19.2600
	4/1/01	18.9523	19.2188	19.4750	19.7415
	4/1/02	18.9523	19.2188	19.4750	19.7415
	4/1/03	18.9523	19.2188	19.4750	19.7415

Newly promoted or appointed employees will begin at Step 1 and be eligible to move to Step 2 after six (6) months of satisfactory service.

Movement to Step 3 and Step 4 will be at twelve (12) month intervals and will be based upon satisfactory service.

LONGEVITY PAY

Effective April 1st, for employees who have completed or will complete seven (7) years of continuous service for the NFTA during the fiscal year April 1 through March 31, \$500.00 will be added to the employee's salary rate. Effective April 1st of the fiscal year in which such employee shall have completed eleven (11) years of continuous service for the NFTA, an additional \$200.00 shall be added to the employee's salary rate (making the total longevity pay \$700.00). Effective April 1st of the fiscal year in which such employee shall have completed fifteen (15) years of continuous service for the NFTA, an additional \$200.00 shall be added to the employee's salary rate (making the total longevity pay \$900.00). Effective April 1st of the fiscal year in which such employee shall have completed twenty (20) years of continuous service for the NFTA, an additional \$200.00 shall be added to the employee's salary rate (making the total longevity pay \$1,100.00).

Health and Welfare Option

The union may exercise an option of three (3%) percent wages and one (1%) percent to the Union's Health and Welfare Fund by giving notice to the employer on or before 3/1/95 for the third year of the contract. If this option is exercised, then the savings of approximately two (2) hours shall be adjusted as follows: one (1) additional hour for Peace Officer Certification Pay and one (1) hour for Cleaning Allowance resulting in the sixteen (16) hours increased to seventeen (17) hours.

The Health and Welfare Fund contribution shall be the NFTA's only obligation and the NFTA shall be held harmless for any other liabilities resulting from the exercising of this option, the creation of the Health and Welfare Fund and the distribution therefrom.

NFTA/SUPERIOR OFFICERS ASSOCIATION

SENIORITY

1. Putney, Christopher J. May 1981
2. Hathaway, Hal D. June 1981
3. Meyer, Edward A. November 1989
4. Chmielowiec, Thomas S. July 1991