

AGREEMENT

BETWEEN

NIAGARA FRONTIER TRANSPORTATION AUTHORITY

AND

ASSISTANT FIRE CHIEFS ASSOCIATION (AFCA)

APRIL 1, 2024 – MARCH 31, 2029

TABLE OF CONTENTS

Page

ARTICLE 1 – RECOGNITION – UNION MEMBERSHIP

Section 1 – Recognition	1
Section 2 – Purpose of Agreement	1
Section 3 – Applicable Law	2
Section 4 – Legislative Requirements	2
Section 5 – Association Officials	2
Section 6 - Dues Checkoff	2
Section 7 – New Job Classification	3

ARTICLE II – HOURS OF WORK

Section 1 – Work Week and Work Day	3
Section 2 – Overtime	3
Section 3 – Overtime Distribution	3
Section 4 – Call in Pay	3
Section 5 – Lunch and Rest Periods	4
Section 6 – FLSA Section 207(k)	4

ARTICLE III - HOLIDAYS

Section 1 – Holidays	4
Section 2 – Holiday Pay	5

ARTICLE IV – VACATION

Section 1 – Vacation Entitlement	5
Section 2 – Schedule of the Incremental Steps	6
Section 3 – Entitlement Pro-Rate	6
Section 4 –Vacation Carry-Over	7
Section 5 –Monetary Equivalent	7
Section 6 – Vacation During A Holiday	7
Section 7 – Vacation Pay	7
Section 8 – Vacation Sell Back	7

ARTICLE V- COMPENSATION

Section 1 – Salary	8
Section 2 – Course of Duty Injury Pay	8
Section 3 – Jury Duty and Testimony	9
Section 4 – Out of Title Pay	9

TABLE OF CONTENTS**Page**

Section 5 – Training Pay	10
Section 6 – Court Pay	10
Section 7 – Stipend for Non-Use of Sick Leave	10
Section 8 – Workers' Compensation	11
Section 9 – EMT Certification Pay	11
Section 10 – Peace Officer Certification Pay	11
Section 11 – Fire Instructor 1 Certification Pay	12
Section 12 – Training	12

ARTICLE VI – IDENTIFICATION BADGES/UNIFORM AND CLEANING ALLOWANCE**NFTA PROPERTY**

Section 1 – Identification Badges	12
Section 2 – Uniform Allowance	12
Section 3 – Cleaning Allowance	13
Section 4 – NFTA Property	13

ARTICLE VII – HOSPITAL, SURGICAL, DENTAL, OPTICAL AND PRESCRIPTION**INSURANCE**

Section 1 – Medical Insurance	14
Section 2 – Waiver of Medical Insurance	15
Section 3 – Dental Insurance	15
Section 4 – Optical Insurance	15
Section 5 – Equivalent Coverage	16
Section 6 – Medical Insurance Upon Retirement	16

ARTICLE VIII – RETIREMENT BENEFITS**ARTICLE IX – SENIORITY, LAYOFF AND RECALL**

Section 1 – Seniority Defined	19
Section 2 – Promotion	19
Section 3 – Layoff/Demotion	20
Section 4 – Recall	20

ARTICLE X – LEAVES OF ABSENCE WITH PAY

Section 1 – Personal Leave	20
Section 2 – Sick Leave	21
Section 3 – Union Leave	21
Section 4 – Military Leave	22

<u>TABLE OF CONTENTS</u>	<u>Page</u>
Section 5 – Bereavement Leave	22
ARTICLE XI – SICK LEAVE BANK	22
ARTICLE XII – GRIEVANCE AND ARBITRATION PROCEDURE	
Section 1 – Definition	24
Section 2 – Procedure	24
Section 3 – Matters of Relevant to Grievance Procedure	25
ARTICLE XIII – DISCIPLINARY PROCEDURE	
Section 1 – Disciplinary Action	26
Section 2 – Procedure	26
Section 3 – Bill of Rights	26
ARTICLE XIV – SAFETY AND WELFARE	
Section 1 – Safety Committee	27
Section 2 – Safety Devices	27
Section 3 – Drug and Alcohol Testing	27
ARTICLE XV – PERSONNEL FILE	
Section 1 – Disciplinary Memo or Notice	28
Section 2 – Unsupported Charges	28
Section 3 – Inspection	28
ARTICLE XVI – MISCELLANEOUS BENEFITS	
Section 1 – Bulletin Boards	28
Section 2 – Printing of Agreement	29
Section 3 – Mileage Allowance	29
Section 4 – Indemnification	29
Section 5 – Physical Fitness Equipment	29
Section 6 – Direct Deposit	29
Section 7 – Humanitarian Clause	29
ARTICLE XVII – SAVINGS CLAUSE	30
ARTICLE XVIII – TERMS OF THE AGREEMENT	30
ARTICLE XIX – LEGISLATIVE REVIEW	31
APPENDIX “A” WAGES	32
LONGEVITY PAY	33
SENIORITY LIST	34

THIS AGREEMENT made and entered into on the ____ day of _____, 2024 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 ASSISTANT FIRE CHIEFS 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 Assistant Fire Chiefs Association (AFCA).

The functions of the employees in the bargaining unit shall be to provide supervision of fire emergency services for the NFTA at the Buffalo Niagara International Airport. Effective upon NFTA Board Approval, BNIA Captains will receive the new title of Assistant Fire Chief. The duties of this position to be outlined in the Assistant Fire Chief job description.

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 fees, dues, or assessment deductions.

SECTION 7 - 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 (days) and the other two (2) work days 5:00 PM to 7:00 AM (nights). The foregoing work schedule shall not be changed unless the changes are mutually agreed upon.

SECTION 2 - OVERTIME

Overtime shall be all work beyond a regular scheduled tour of duty and any work beyond a regular scheduled workweek 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 Assistant Fire Chiefs are unavailable, the NFTA may assign ARFO bargaining unit members to the Assistant Fire Chief'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.

SECTION 6 - FLSA SECTION 207(k)

The NFTA and Union agree and declare that all employees subject to this Agreement are employees in fire protection activities employed by a public agency on a work period basis, that they have a work period of fourteen (14) consecutive days, that the partial overtime exemption provided in Section 7(k) of the Fair Labor Standards (FLSA) applies to the employees' overtime compensation and that employees are entitled to overtime compensation under the law only when and where applicable.

It is understood that employees have the right to receive overtime compensation on a daily basis in appropriate circumstances under the collective bargaining agreement and that such daily overtime compensation is to be credited against the entitlement to any statutory overtime compensation in accordance with Federal law and regulations.

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, Juneteenth, 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. Employees not on full pay status 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

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 on a per week basis as follows:

- | | |
|------------------|-----------------------|
| a – 48 hour week | 2.86 hours leave time |
| b – 38 hour week | 2.26 hours leave time |
| c – 34 hour week | 2.02 hours leave time |

during each fiscal year commencing April 1 and ending on the immediately following March 31. Thus, an employee may earn up to thirteen (13) (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 a five (5) hour minimum when scheduled to work a ten (10) hour day shift and a five (5) hour minimum when scheduled to work a fourteen (14) hour night shift.

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

Basic, anniversary and longevity vacation credits in a fiscal year shall only accrue while an employee is on full-pay status . In those instances in which an employee is on unpaid leave of absence or receiving workers' compensation benefits, disability or on disciplinary suspension, the accrual of all such vacation credits shall stop. The credits will resume if and when the

employee returns to full-pay status. The full restoration of anniversary and longevity credits will be made when the employee returns to full-pay status.

SECTION 4 - VACATION CARRY-OVER

Vacation credits may be carried over to the next fiscal year providing the total does not exceed thirty (30 days) (300 hours).

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

Employees 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 must 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 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) eighteen 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 employee in 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.

An individual who is injured or takes ill not in the performance of their duties may be eligible for workers' compensation benefits under the standards set forth in the law but said individual is ineligible for course of duty injury pay.

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

When an Assistant Chief is assigned to perform the duties of the Chief for absences, i.e., Vacation Day, Vacation, Personal Leave, extended sick leave, Training out of town, and other absences as may occur, the Assistant Chief shall be paid out-of-title pay in accordance with this section.. The Acting Chief position will be filled by one of the off-duty Assistant Fire Chiefs or the on-duty Assistant Chief. When the on-duty Assistant Chief is assigned as Acting Chief, he or she shall be paid his or her regular rate of pay plus \$5.00 per hour for the duration of the Chief's assigned shift and an off-duty Assistant Chief shall be called in on overtime to serve as an on-duty Assistant Chief. When an off-duty Assistant Chief is assigned as Acting Chief, he or she shall be paid his or her overtime rate of pay plus \$5.00 per hour for the duration of the Chief's assigned shift. The assignment of which Assistant Chief is to serve as Acting Chief lies within discretion of the Chief or his/her designee and is not grievable under the terms of the CBA.

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. Employees 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

Assistant Fire Chiefs will be eligible for a stipend for non-use of sick leave as follows:

- A. Eligible Assistant Fire Chiefs who receive the \$400.00 bonus for each quarter of the calendar year shall receive an additional bonus of \$400.00.
- B. For purposes of this Section, the following shall be considered as days worked:
 - 1. Full days actually worked;
 - 2. Days absent on paid vacation;
 - 3. Days absent on paid holidays designated in this Agreement;
 - 4. Days absent on ordered military reserve or National Guard duty, not full-time active duty;
 - 5. Days absent on paid bereavement leave under the provisions of this Agreement;
 - 6. Days absent on paid personal days, pursuant to the provisions of Article X, Section 1;
 - 7. Days absent on paid jury duty under the provisions of this Agreement;
 - 8. Assistant Fire Chiefs will not be paid the sick leave stipend for the quarter in which he/she is off on workers' compensation or injury on duty;
 - 9. Assistant Fire Chief will not be paid the sick leave stipend for any quarter in which the employee is unpaid (e.g., absent without pay; disciplinary suspension, etc.) or is otherwise not credited for a day worked as defined in Section 7.

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 specifically provided under this Agreement for such employees for up to a maximum of eighteen (18) months from the first day of such leave.

SECTION 9 - EMT CERTIFICATE PAY

All Assistant Fire Chiefs who must obtain and retain his/her EMT certification and shall receive 160 hours of pay, payable in a separate check; 80 hours pay which shall be payable in the first pay period which includes the first Monday in September and 80 hours pay in the last pay period of February, in each fiscal year. In order to receive said stipend, the Assistant Fire Chiefs must be on the payroll (i.e., full-pay status) when said stipend is issued.

All Assistant Fire Chiefs must obtain and retain his/her EMT Certification for continued employment. If an Assistant Fire Chief's certification were to expire or lapse for any reason, no payment shall be made and the Assistant Fire Chief shall have one (1) year to obtain or retain his or her EMT certification. The Chief may extend this deadline if necessary.

SECTION 10 - PEACE OFFICER CERTIFICATION PAY

Effective the signing of this Agreement, the one (1) Assistant Fire Chief who qualifies for Peace Officer Certification, and shall receive a separate check in the amount of sixteen (16) hours pay, payable in the first pay period in October and each year thereafter if he/she comities to qualify. Any BNAFA bargaining unit member with a hire date prior to March 19, 2002 who promotes to the rank of Assistant Fire Chief and who has qualified annually for the Peace Officer certification, shall receive sixteen (16) hours pay, payable in the first pay period in October and each year thereafter if he/she continues to qualify. BNAFA bargaining unit members with a hire date after March 19, 2002 who promote to Assistant Fire Chief, will not be required to obtain or retain his/her Peace Officer certification and will not be entitled to the stipend.

SECTION 11 – FIRE INSTRUCTOR I CERTIFICATION PAY

All Assistant Fire Chiefs must obtain the Fire Instructor 1 Certification within twelve (12) months from the date the individual is appointed or promoted. The Chief may extend this deadline if needed. Assistant Fire Chiefs with such Certification shall receive sixty (60) hours pay made payable in the first pay period in June of each fiscal year.

SECTION 12 – TRAINING

The NFTA may provide members of the bargaining unit continuing education (CE) and provide the upgrade training for the position held as recommended by the NFPA and National Standards and designated by the Fire Chief, at no cost to the employee. This training may include but is not limited to; Fire Officer I, II, and III, Fire Inspector I and II, Fire Instructor I and II, NIMS 300, 400, 600 and 700, Fire Investigator, FAST training and firefighter safety and survival, and EMS training (not EMT training). Members may also be permitted to attend annual fire service and ARFF conferences at no cost to the member without use of employees leave.

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 the signing of this agreement, employees hired into the AFCA shall receive the initial NFPA/OSHA compliant uniforms designated by the Chief or his/her designee. Uniforms

worn, torn or damaged while in the performance of the Assistant Fire Chief's duties, shall be replaced at no expense to the member.

New hired employees shall receive:

1. 2 polo shirts-short sleeve
2. 2 polo shirts-long sleeve
3. 4 station pants
4. 1 black belt
5. 1 pair of black Safety toe shoes (annually)
6. Physical fitness clothing- AFCA logo T Shirt, a pair of shorts
7. Class A uniform
8. (2) white 100% cotton class B long sleeve shirts
9. (2) white 100% cotton class B short sleeve shirts

Effective 4/1/2019 and each fiscal year thereafter, Assistant Fire Chiefs members will be eligible, through purchase order, to obtain footwear and/or insoles designated by the NFTA up to a value of \$200.00.

In cases where Assistant Fire Chiefs members' uniforms are exposed to hazmat or blood-borne pathogens, the Chief or his/her designee reserves the right to inspect and determine whether to decontaminate or replace uniforms per OSHA and NFPA standards.

In addition, should the NFTA change the uniform, the new uniform will be paid for by the NFTA.

SECTION 3 - CLEANING ALLOWANCE

Effective 4/1/2019 and each fiscal year thereafter, the NFTA will provide each Assistant Fire Chief member with a separate check in the amount of one hundred (100) hours pay, which shall be payable in the last pay period in May for OSHA/NFPA compliant uniform replacement, maintenance and cleaning.

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 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

Upon ratification and approval, the medical insurance plans offered to all eligible (full-pay status) employees shall be the Traditional Blue PPO 6300 (HDHP 6312) and the Traditional Blue POS 200 (POS 205) or a replacement plan.

For any individual who is on sick leave or course of duty injury pay, the NFTA will pay its contribution toward medical insurance as set for in the Article from the first day of such leave up to eighteen (18) months, or the length of such paid sick leave, if longer.

All individuals on disability or workers' compensation leave (i.e., not on full pay status) shall be eligible for partially paid medical insurance on the terms provided herein for no more than eighteen (18) months cumulatively from the first day of such leave. If the individual fails to remit monthly payment for such percentage or portion of health insurance for sixty (60) days or more, the NFTA shall cancel the medical insurance retroactively.

Effective upon ratification and approval, employees will be required to contribute fifteen percent (15%) of the monthly premium cost for either single or family coverage in the Traditional Blue PPO 6300 (HDHP 6312), the Traditional Blue POS 200 (POS 205) or a replacement plan. The NFTA will establish a debit account (105 H) of three thousand dollars (\$3,000) for a family plan and refill that account once each year thereafter to a maximum of three thousand dollars (\$3,000) Ex. AFCA employee with family coverage utilizes \$2,000 from 04-01 through 12-31, \$2,000 will be placed in the 105 H account on 01-01 of the next calendar year, totaling \$3,000. For a single plan, fifteen hundred dollars (\$1,500) will be place in the employee's account and refilled once each year thereafter to a maximum of \$1,500) Ex. AFCA employee utilizes \$1,000 from 04-01 through 12-31 \$1,000 will be placed in the 105 H account on 01/01 of the next calendar year, totaling \$1,500.

Employees hired into the unit from outside the BNIA Fire/Rescue Department will be required to contribute twenty percent (20%) of the monthly premium cost for either single or family coverage in the Traditional Blue PPO 6300 (HDHP 6312), the Traditional Blue POS 200 (POS205) or a replacement plan. All medical benefit coverage for employees hired into the unit

from outside the BNIA / Aircraft Rescue Department will be effective the first day of the month following thirty (30) days from the date of hire.

The NFTA reserves the right to opt out of the Traditional Blue PPO 6300 (HDHP 6312) and the Traditional Blue POS 200 (POS 205) effective ratification and approval and replace that coverage with comparable "replacement plan" coverage, which NFTA will submit to the AFCA for its review and comment.

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 \$3,000 for single coverage and \$5,000 for family coverage 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 full-pay status employees, and qualifying dependents, the Emblem Health Dental Plan in accordance with the terms of medical insurance provided to employees.

SECTION 4 - OPTICAL INSURANCE

NFTA shall provide full-pay status employees and qualifying dependents with EyeMed Optical coverage in accordance with the terms of medical insurance provided to employees.

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.

SECTION 6 - MEDICAL INSURANCE UPON RETIREMENT

The Company will contribute toward medical insurance for eligible retirees as outlined in points A and B. To be eligible for the 50% contribution, the retiree must meet the following conditions:

1. Retire on or after 04-01-2019
2. Retire with a minimum of fifteen (15) years of credited service with the NFTA
3. 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 for a maximum period of eighteen (18) months provided they retain their eligibility per the above listed conditions. After the eighteen (18) month period, the spouse may elect to remain in the NFTA's retiree group and pay the full cost of medical premium.

At the time of retirement, eligible employees may redeem unused sick time toward their fifty percent (50%) share of the medical benefits cost or may opt out to use the cash value buy out, the value of which is equal to the cash equivalent of the schedule listed below. Employees who opt to use the cash value buy-out will not be eligible for medical insurance with the NFTA.

0 – 10 days	one month's premium cost
11 – 20 days	two month's premium cost
21 – 30 days	three month's premium cost
31 – 40 days	four month's premium cost
41 – 50 days	five month's premium cost
51 – 60 days	six month's premium cost
61 – 70 days	seven month's premium cost
71 – 80 days	eight month's premium cost

81 – 90 days	nine month's premium cost
91 – 100 days	ten month's premium cost
101 – 110 days	eleven month's premium cost
111 – 120 days	twelve month's premium cost
121 – 130 days	thirteen month's premium cost
131 – 140 days	fourteen month's premium cost
141 – 150 days	fifteen month's premium cost
151 – 160 days	sixteen month's premium cost
161 – 170 days	seventeen month's premium cost
171 – 180 days	eighteen month's premium cost
181 – 190 days	nineteen month's premium cost
191 – 200 days	twenty month's premium cost
201 – 210 days	twenty-one month's premium cost
211 – 220 days	twenty-two month's premium cost
221 – 230 days	twenty-three month's premium cost
231 – 240 days	twenty-four month's premium cost

Medical Insurance (Employees who retire on or after April 1, 2019)

A. Age Pre-65/Pre-Medicare Eligible Retirees

Effective upon ratification and approval, there are three (3) plans for age Pre-65/Pre-Medicare Eligible Retirees who retire on or after that date:

1. The HDHP 6300, \$1,500 single, \$3,000 family (deductible responsibility of the retiree(s)).
2. The Traditional Blue POS 200 (POS 205).
3. The Traditional Blue PPO 812 Plan with RX.

Participation in the plans is subject to residing requirements established by the carrier, Highmark of Western New York.

The Company will pay 50% of the monthly premium cost for single, double or family coverage as appropriate in the Traditional Blue POS 200 (POS 205), the HDHP 6300, \$1,500 single, \$3,000 family (deductible responsibility of the retiree(s)). Retiree (s) covered by the Traditional Blue PPO 812, will also be responsible for paying the difference between the 50% of the POS 205 plan and the cost of the Traditional Blue PPO 812.

B. Age Post-65/Medicare Eligible Retirees

Upon ratification and approval, there are five (5) plans for Age Post-65 Medicare Eligible Enrolled retirees. Participation in the plans is subject to residency requirements established by the carrier, Highmark of Western New York. NOTE: Upon becoming eligible for Medicare, retirees/spouses of the bargaining unit will be required to enroll in Medicare Parts A & B. Contributions for Medicare Part B are the employee's responsibility.

The five plans are:

Option A-Highmark Senior Blue HMD 699 Plan 28

Option B-Highmark Senior Blue HMD 699 Plan 39

Option C- Highmark Senior Blue HMD 699 Plan 40

Option D- Highmark Forever Blue PPO 799 Plan 41

Option E- Traditional Blue PPO (Traditional Blue PPO 812) with RX

Option D and E are the only option available to employees who permanently live outside of the WNY area, as defined by the carrier Highmark.

The Company will pay 50% of the monthly premium cost for single, double or family coverage as appropriate for Option A, B, C, and D or a replacement plan selected by the Company, for Age Post-65 retirees on or after ratification and approval. For Age Post-65 Medicare Eligible/Enrolled Retirees covered under options A, B, C, D who have spouses under the age of 65 and/or eligible covered dependents, the Company will pay 50% of the monthly premium cost for the retiree through either Option A, B, C, or D and will pay 50% of the monthly premium cost for coverage for those individuals in the Traditional Blue POS 200 (POS 205) Plan or a replacement plan.

Age Post-65 Medicare Eligible/Enrolled Retirees may elect coverage under Option E who have spouses under the age of 65 and/or eligible covered dependents, and if they do so, they will be responsible for paying the difference between 50% of the monthly premium cost of the most expensive plan among Option A, B, C, or D and the monthly premium cost of Option E.

ARTICLE VIII

RETIREMENT BENEFITS

For employees hired on or after the effective date of this agreement shall be enrolled in the New York State Police and Fire Retirement System in accordance with the terms, conditions and requirements set by Laws as of the date of hiring and the NFTA shall make the required employer contributions on behalf of the officers to Plans under Section 384(d) and Section 384(e) with Section 375 backup plans, as required by law.

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 Assistant Fire Chief 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 an authorized leave of absence. Seniority shall also be broken by the occurrence of any one of the following: failure to report following layoff; failure to report for employment on the date required by recall notification, provided such notification was given by certified mail to the last known address at least seventy-two (72) hours in advance of the report date; failure to return to work from Workers' Compensation or Disability leave within eighteen (18) months cumulatively from the first day of such leave. 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 Assistant Fire Chief position, whichever is earlier. 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

Effective April 1, 2019, and each year thereafter, each employee (s) with seniority of at least one (1) year shall be entitled to eighty-five (85) personal leave hours per year. 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 five (5) consecutive 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 on a per week basis as follows:

a – 48 hour week	2.86 hours leave time
b – 38 hour week	2.26 hours leave time
c – 34 hour week	2.02 hours leave time

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 240 days (2,400) 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 at least one (1) hour prior to the beginning of their shift when they report off sick. For illness in excess of four (4) consecutive workdays, 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, step-parents, step-brother, step-sister, step-children who reside in the household, the employee shall be entitled to a maximum of three (3) days of bereavement leave with pay. The employee must attend the funeral or memorial service and shall notify the department head of his/her request of said leave. Proof of the relationship to the deceased shall be submitted by the employee upon request of the department head.

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 ten (10) calendar days after the circumstances giving rise to such grievance has occurred or should have been known about, or shall not be considered valid. Grievances must be signed by an employee and Association Officer. Class action grievances must be signed by an Association Officer. All grievances will be handled in accordance with the following procedure:

Step 1 – The employee and an Association Officer shall submit the grievance to the Chief within ten (10) calendar days of the day the employee learns of the facts giving rise to the grievance. If the answer is a rejection of the grievance, then the said Chief shall detail his/her reason(s) therefore in writing.

Step 2 – If a satisfactory settlement or disposition is not made within ten (10) calendar days from the date of the written submission of the grievance, the Association may submit the grievance with the answer of said Chief, to the NFTA's Director of Labor Relations. Within ten (10) calendar days thereafter, the Director of Labor Relations shall set forth, in writing, his answer to the grievance.

Step 3 – If not satisfied with the Director of Labor Relations' answer, the Association may, within thirty (30) days of receipt of the Step 2 decision, file a written demand for arbitration with the Director of Labor Relations or his/her designee. The parties agree to establish a rotating list of five (5) arbitrators acceptable to both parties, with the initial order of names on the list to be set by draw. They are:

1. Michael Lewandowski
2. Jay Siegel
3. Howard Foster
4. Lisa Gelertner

When a demand for arbitration is filed, the case will be assigned to the first/next arbitrator on the list, provided the arbitrator is available to hear the case on a date available to the parties within one hundred twenty (120) calendar days, unless that time condition is waived by the parties. If the initial arbitrator contacted is not available within the established time period and the condition is not waived, the grievance will be assigned to the next arbitrator on the list, but the initial arbitrator contacted will not drop in rotation on the list. The arbitrator is prohibited from adding to, subtracting from or modifying the terms of the collective bargaining agreement, and the arbitrator shall be requested to issue his/her decision within thirty (30) days after the record is closed. The decision of the arbitrator shall be final and binding on the parties. The parties shall share the cost of the arbitration equally.

Arbitrations not concluded within twelve (12) months from the selection of an arbitrator, shall be deemed abandoned unless the parties agree, in writing, to extend the time to commence or complete the proceeding.

If an arbitrator is unable to serve or is otherwise not available to start or complete an arbitration hearing, the parties shall mutually select a replacement arbitrator. In the absence of a mutually acceptable replacement, the parties shall request a panel from PERB for the appointment of a replacement arbitrator in accordance with the Rules for strike-off selection process governing Voluntary Grievance Arbitration for the Public Sector.

SECTION 3 - MATTERS RELEVANT TO GRIEVANCE PROCEDURE

- (a) The arbitrator may not 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 Labor Relations.
- (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 limitation shall not apply where the wrongdoing complained of would 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, suspension or discharge. A copy of the discipline will also be forwarded to the President of the Association. The discipline may be 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 32) and Prevention of Prohibited Drug Use and Alcohol Misuse (49 CFR Parts 655).

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 Employer will reimburse mileage to the employee at the established IRS rate for the use of an employee's personal vehicle.

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 to be housed at the CFR Building for use by members of the Assistant Fire Chiefs Association (AFCA) and the Buffalo Niagara Airport Firefighters Association (BNAFA). The equipment in the exercise room will be maintained by the NFTA and, every fiscal year, a committee consisting of the Chief, President of the Assistant Fire Chiefs Association, President of BNAFA and the Director of Aviation or his/her designee will make recommendations for the purchase of new or replacement equipment in the exercise room.

SECTION 6 - DIRECT DEPOSIT

Members of the Association will be afforded the opportunity for direct deposit of payroll checks.

SECTION 7 – HUMANITARIAN CLAUSE

The NFTA will provide to the estate of a Assistant Fire Chief who, while performing his/her duties, dies:

1. All unpaid wages due the Officer
2. All unused vacation leave

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, 2024 and shall continue in effect until March 31, 2029.

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 4th day of October, 2024.

ASSISTANT FIRE CHIEFS ASSOCIATION (AFCA)

[Signature] Scott R. Ebert President

[Signature] Jessica Strom

[Signature] Scott Seib

NIAGARA FRONTIER TRANSPORTATION AUTHORITY

[Signature]
Kimberley Minkel, Executive Director

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 4/1/24 and ending 3/31/29.

AFCA - WAGE TABLE (2,184 hours per year)

Annual Salary:

Prior - FYE24

	Step 1	Step 2	Step 3	Step 4
AFCA Member	\$63,010	\$63,896	\$64,748	\$65,634

Year 1 - FYE25 - \$1.60 Eq Adj & 2%

	Step 1	Step 2	Step 3	Step 4
AFCA Member	\$67,834	\$68,738	\$69,607	\$70,511

Year 2 - FYE26 - 2.35%

	Step 1	Step 2	Step 3	Step 4
AFCA Member	\$69,429	\$70,354	\$71,243	\$72,168

Year 3 - FYE27 - 2.35%

	Step 1	Step 2	Step 3	Step 4
AFCA Member	\$71,060	\$72,007	\$72,917	\$73,863

Year 4 - FYE28 - 2.35%

	Step 1	Step 2	Step 3	Step 4
AFCA Member	\$72,730	\$73,699	\$74,630	\$75,599

Year 5 - FYE29 - 2.50%

	Step 1	Step 2	Step 3	Step 4
AFCA Member	\$74,548	\$75,542	\$76,496	\$77,489

Hourly:

Prior - FYE24

	Step 1	Step 2	Step 3	Step 4
AFCA Member	\$28.8507	\$29.2565	\$29.6463	\$30.0520

Year 1 - FYE25 - \$1.60 Eq Adj & 2%

	Step 1	Step 2	Step 3	Step 4
AFCA Member	\$31.0597	\$31.4736	\$31.8712	\$32.2850

Year 2 - FYE26 - 2.35%

	Step 1	Step 2	Step 3	Step 4
AFCA Member	\$31.7896	\$32.2133	\$32.6202	\$33.0437

Year 3 - FYE27 - 2.35%

	Step 1	Step 2	Step 3	Step 4
AFCA Member	\$32.5367	\$32.9703	\$33.3868	\$33.8203

Year 4 - FYE28 - 2.35%

	Step 1	Step 2	Step 3	Step 4
AFCA Member	\$33.3013	\$33.7451	\$34.1714	\$34.6150

Year 5 - FYE29 - 2.50%

	Step 1	Step 2	Step 3	Step 4
AFCA Member	\$34.1338	\$34.5887	\$35.0256	\$35.4804

Note: In order to receive retro money, employee must be on full pay status on the date of ratification.

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, \$700.00 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 \$900.00). 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 \$1,100.00). 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 \$1,300.00). Effective April 1st of each fiscal year in which such employee shall have completed twenty-five (25) 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 \$1,500). Effective April 1st of each fiscal year in which such employee shall have completed thirty (30) years of continuous service for NFTA, an additional \$200.00 shall be added to the employee's salary rate (making the total longevity pay \$1,700).

SENIORITY LIST

- | | |
|-------------------|-----------|
| 1. Kluck, Michael | 8/28/2009 |
| 2. Eberth, Joel | 2/25/2013 |
| 3. Strom, Jessica | 1/30/2017 |
| 4. Seib, Scott | 7/17/2017 |