

**AGREEMENT**

**BETWEEN**

**NIAGARA FRONTIER TRANSPORTATION AUTHORITY**

**AND**

**TEAMSTERS LOCAL 264  
BUFFALO, NEW YORK  
AN AFFILIATE OF THE  
INTERNATIONAL BROTHERHOOD OF TEAMSTERS  
(POLICE LIEUTENANTS & CAPTAINS)**

**EFFECTIVE**

**APRIL 1, 2019 TO MARCH 31, 2026**

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## AGREEMENT

THIS AGREEMENT made and entered into on the \_\_\_\_ day of \_\_\_\_\_ 2023, 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 "Employer") and the TEAMSTERS LOCAL #264, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as "Union").

### ARTICLE 1 RECOGNITION – UNION MEMBERSHIP

#### **Section 1.1: Recognition**

Pursuant to PERB Case No. C-4009, the Employer recognizes the Teamsters Local Union #264 as the representative of NFTA Police Lieutenants and Sergeants.

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment and the administration of grievances arising thereunder for the term of this agreement for all Employees covered by this agreement in all classifications as determined by the New York State Public Employment Relations Board to be in the bargaining unit.

The period of unchallenged representation for the Union shall be the maximum permitted by the Taylor Law.

The terms "Officer," "Member," "Employee" are used interchangeably herein to refer to permanent Employees (excluding those Employees on probation) of the Employer on a full-pay status, who are represented by the Union and whose terms and conditions of employment are governed by this agreement. These terms are used to designate both male and female.

Pursuant to successor negotiations to the April 1, 1999 to March 31, 2002 agreement, the parties have agreed that upon implementation, the Job Title of NFTA Police Sergeant shall be changed to NFTA Police Lieutenant and the Job Title of NFTA Police Lieutenant shall be changed to NFTA Police Captain. The NFTA recognizes the rank of Sergeant that has supervisory responsibility is the exclusive work of the bargaining unit.

#### **Section 1.2: Purpose of Agreement**

The parties hereto desire to provide, through this agreement: the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

#### **Section 1.3: Applicable Law**

In consideration of the mutual covenants and agreements, herein contained, the Employer and the Union, through their authorized representatives, agree that this agreement has been negotiated pursuant to the provisions of the Public Employees Fair Employment Act and is governed by the applicable provisions of New York State law.

**Section 1.4: Legislative Requirements**

It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds, therefore, shall not become effective until the appropriate legislative body has given approval.

**Section 1.5: Union Officials**

The Union will advise the Employer, in writing, to the Director of Human Resources, of the names and titles of its Employees, and will promptly give the Employer written notification of any changes during the term of this agreement within two (2) calendar weeks of any such change.

**Section 1.6: Dues Checkoff and Authorization**

An Employee desiring to become a member of the Union may execute a written authorization in the form annexed hereto as Appendix "C". Upon receipt of the authorization from an Employee, the Employer shall, pursuant to the authorization, deduct from the Employee's wages, dues each pay period.

The Employer, following each pay period from which those deductions are made, will transmit the amount so deducted to the Union within thirty (30) days. All transmittals shall be sent out by a listing of the members from whom the deductions have been made and the amount from each to:

TEAMSTERS LOCAL #264  
35 TYROL DRIVE  
CHEEKTOWAGA, NEW YORK 14227

The Union shall certify to the Employer, in writing, the current rate of membership dues and shall give the Employer thirty (30) days' notice prior to the effective date of any changes.

A deduction authorized by an Employee shall continue as long as so authorized unless and until such Employee notifies the Human Resources Department of the Employer of his desire to discontinue or to change such authorization, in writing, and by registered mail and the Employer shall forward a copy of the Employee's notification to the Union.

The Employer further agrees to grant to the Union, an exclusive payroll deduction of premiums for an Employee organization sponsored insurance program.

The Union agrees to indemnify and hold the Employer harmless from any loss it may incur as a result of such deduction.

**Section 1.7: Union Member Fees**

If, through inadvertence or error, the Employer fails or neglects to make a deduction which is properly due and owing from an Employee's paycheck, such deduction shall be made from the next paycheck of the Employee and submitted to the collective bargaining representative, Employee or any party by reason of the requirements of this section of the agreement for the remittance or payment of any sum other than that constituting actual deductions made from Employee wages earned.

On the effective date of this agreement, the Employer shall supply to the Union at the address listed above, a list of all current Employees in the bargaining unit showing the Employee's full name, home address, job title, work location, membership status, insurance deductions and

first date of employment. Such information shall hereafter be provided in accordance with the terms of Section 208 of the New York Public Employees Fair Employment Act.

The Union shall hold the Employer harmless against any and all suits, claims, demands and liabilities arising out of any action of the Employer implementing or deducting amounts of money from wages under this section.

**Section 1.8: Pledge Against Discrimination and Coercion**

The provisions of this agreement shall be applied equally to all Employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the agreement.

In connection with the Equal Employment Opportunity Program of the United States, the Employer pledges its full support to Executive Order 11246 of September 1965 as amended by Executive Order 11375 dated October 13, 1968, in continuing its well established policy to provide equal employment opportunities for all individuals on the basis of qualifications and merit without regard to race, color, creed, age, sex, religious affiliation or national origin, which policy the Union enthusiastically endorses.

All references to Employees in this agreement designate both sexes wherever the male gender is used it shall be construed to include male and female Employees.

The Employer agrees not to interfere with the rights of Employees to become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the Employer or any Employer representative against any Employee because of Union membership or because of any lawful Employee activity in an official capacity on behalf of the Union.

The Union recognizes its responsibility as bargaining agent and agrees to represent all Employees in the bargaining unit without discrimination, interference, restraint or coercion.

The Union agrees that it will not interfere with, coerce, or intimidate any of the Employees into joining the Union. The Union recognizes that no Employee is required to join the Union and every Employee has the right to join or refrain from joining the Union.

**Section 1.9: New Job Classification/Plain Clothes Detail**

The Employer agrees that in the event it establishes any new classifications within the scope of the bargaining unit, the Employer will furnish the Union with the new job description and will confer with the Union the basic annual salaries for each such position. It is understood that in order to become a Detective Lieutenant you must hold the rank of Lieutenant within the Bargaining Unit. Any Employee assigned to plain clothes detail for a period of eighteen (18) months or longer, shall be classified as a Detective Lieutenant within the department. Such Employee will continue to be covered by the terms of this agreement.

Any Detective Lieutenant shall be issued a pager.

When a holiday occurs during the regularly scheduled workweek, a plain-clothes Employee shall have the option to work such holiday.

Plain clothes Employees shall receive a clothing allowance of \$800.00 each year if they work in a plain clothes assignment for more than six (6) months. Such payment shall be included in the first payroll after January 1<sup>st</sup> each year.

The Employer may relieve any Employee classified as a Detective Lieutenant under this section, after the eighteenth (18<sup>th</sup>) month, when budgetary or emergency situations arise. Any Employee relieved from this assignment shall have first right to recall (up to two (2) years) if the position is re-established.

## **ARTICLE 2 HOURS OF WORK**

### **Section 2.1: Work Day and Work Week**

Each Employee shall be assigned to one of the two (2) following work days:

A. Eight (8) hour day

For those Employees assigned to an eight (8) hour work day as may be required for training or other purposes deemed necessary by the Chief, the standard work period shall consist of up to eighty six (86) hours during a fourteen day work period, (ten, eight (8) hour days plus any reporting time) with two (2) consecutive days off, not having to work more than five (5) consecutive days.

B. Twelve (12) hour day

For those Employees assigned to a twelve (12) hour work day, the standard work period shall consist of eighty six (86) hours, (twelve hour days plus reporting time) within any fourteen day work period as determined by the NFTA.

Each Employee shall report for the workday fifteen (15) minutes before his/her starting time. This fifteen (15) minute reporting time shall be treated and paid as time worked for purposes of computing overtime compensation, only when the employee works overtime. Excluded shall be sick, vacation, disciplinary suspension and jury duty. Each employee must be present for the fifteen (15) minute briefing, in order to be entitled to same.

It is understood that the sole responsibility and authority for determining the number of hours of work in excess of the standard work day or week and the actual number of and scheduling of shifts shall remain vested in the Employer or its designee (Chief). The Employer will review requests for shift selection within job assignments and consider seniority, as well as abilities, attendance, work records, evaluations and special needs, in the assignment of work shifts. The Employer must provide three (3) calendar days notice to officers regarding shift or schedule changes.

### **Section 2.2: Posting Work Schedules**

Work shifts, days and hours shall be posted on all appropriate bulletin boards at all times and shall be posted on the preceding Thursday of each work week. In the event such schedule is not posted by Thursday, the Employer or his designee shall be responsible for notifying any Employee whose schedule is changed from the regular schedule for the coming week.



**Section 2.3: Overtime**

Overtime shall be paid in the following manner based upon the work period assigned to each Employee. Authorized time worked in excess of eighty six (86) hours actually worked in any 14 day work period, (including reporting time), shall be compensated at one and one-half (1 & ½) times the hourly rate. Daily overtime will be credited against weekly overtime. All holidays, personal leave, paid sick time and vacation time are considered time actually worked for the computation of overtime.

**Section 2.4: Overtime Distribution**

Overtime within the unit will be offered to Employees based upon a mutually agreed upon overtime rotation system. Lieutenants will be eligible for Captains overtime also, if declined by a Captain. If overtime cannot be filled by members of the unit, then the Employer has the right to assign this work to PBA members. Captains will be eligible for Lieutenants overtime also, if declined by a Lieutenant. If overtime cannot be filled by member of the unit, then the Employer has the right to assign this work to PBA members.

**Section 2.5: FLSA Section 207(k)**

The NFTA and Union agree and declare that all Employees subject to this agreement are law enforcement personnel 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 Act (FLSA) applies to the Employees' overtime compensation on a fourteen day basis, and that the Employees are therefore entitled to overtime compensation on a fourteen day work period basis when their time worked actually exceeds eighty six (86) hours in a work period.

It is understood that Employees also have the right to receive overtime compensation on a daily basis in appropriate circumstances under this agreement and that such daily overtime compensation is to be credited against the entitlement to overtime compensation on a work period basis.

**Section 2.6: Call-In Pay**

When an Employee is called to work other than as scheduled, he or she will be guaranteed a minimum of four (4) hours pay at the appropriate rate.

**Section 2.7: Lunch and Rest Periods (Eight or Twelve Hour Day)**

Each Employee assigned to work an eight (8) or a twelve (12) hour day will be allowed a sixty (60) minute meal period, with pay, which may be taken at a time designated by the Employer, after actually working three (3) and before six (6) hours, or as otherwise determined appropriate. In addition, each Employee assigned to a twelve (12) hour shift will receive an additional fifteen (15) minute break period with pay. It is agreed that lunch periods must be taken within the scope of the Employee's duties and any Employee may be required to stay on his/her post.

Any employee required to work more than four (4) hours beyond their scheduled twelve (12) work day shall be allowed thirty (30) minutes for a meal period with pay at a time designated by the Employer.

**Section 2.8: Shift Differential**

Employees who work 7:00 PM to 7:00 AM shall receive an additional fifty (\$.50) cents per hour.

The shift differential shall be paid for actual hours worked. Excluded are: vacation days, personal leave, sick leave, military leave, disciplinary suspension, and injured on duty.

### **ARTICLE 3 HOLIDAYS**

#### **Section 3.1: Holidays**

The following are to be holidays, whether or not they fall within the scheduled work week: New

Year's Day	Columbus Day
Martin Luther King, Jr. Day	Veterans Day
President's Day	Thanksgiving Day
Good Friday (1/2 Day)	Day Preceding Christmas
Easter Sunday	Christmas Day
Memorial Day	
Independence Day	
Labor 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 at any time during the fiscal year, providing the Employee informs the Chief, in writing, forty-eight (48) hours in advance.

In order to be paid for a holiday, an Employee must be on full-pay status. Employees on unpaid leave, non-job related 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. The Employer reserves the right to schedule Employees to work or excuse them from work on a holiday.

#### **Section 3.2: Holiday Pay**

In the event an Employee is scheduled to work on one of the aforementioned holidays, he or she may be paid time and one-half (1 & ½) their hourly rate for the shift worked, plus the holiday (each holiday shall be paid at the value of 12 hours of pay based on each Officer's base hourly rate of pay) or may, in lieu of holiday pay, receive a floating holiday that must be used during that fiscal year subject to forty-eight (48) hours notice to the Employer for approval. When an Employee is not scheduled to work, but is required to work on Easter Sunday, Thanksgiving or Christmas, he or she is to be paid twice the hourly rate for the shift worked, plus the holiday.

An Employee must inform the Chief, in writing, forty-eight (48) hours in advance of a holiday, if he or she desires to receive a floating holiday rather than holiday pay.

When an Employee is scheduled to work a holiday and calls in sick, he or she will be paid sick time for this day and will not be eligible for holiday pay.

### **ARTICLE 4 VACATION**

#### **Section 4.1: Vacation Entitlement**

Vacation credits shall be earned as follows:

**Basic vacation credits** shall be earned at the rate of one-half (4 hours) day per two-week period, providing an Employee is on full-pay status.

**Anniversary vacation credits** will be earned at the rate of one additional day (8) hours for each full year of employment for a maximum of seven (7) years. Such credit will be deemed earned on the day immediately following the Employee's swearing in date.

**Longevity vacation credits** will be deemed earned on the Employee's twelfth, seventeenth, twenty-second, twenty-seventh and thirty-second anniversary of their swearing in dates. This credit will be a maximum of one day (8 hours) and will conform to the schedule in Section 4.2 of this Article.

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

**Section 4.2: Schedule of the Incremental Steps**

<u>Fiscal Year of Employment</u>	<u>Vacation Credits</u>
First Year	Up to (104 hours)
Second Year	Up to (112 hours)
Third Year	Up to (120 hours)
Fourth Year	Up to (128 hours)
Fifth Year	Up to (136 hours)
Sixth Year	Up to (144 hours)
Seventh Year	Up to (152 hours)
Eighth Year – Eleventh Year	Up to (160 hours)
Twelfth Year – Sixteenth Year	Up to (168 hours)
Seventeenth Year – Twenty-First Year	Up to (176 hours)
Twenty-Second Year – Twenty-Sixth Year	Up to (184 hours)
Twenty-Seventh Year – Thirty-First Year	Up to (192 hours)
Thirty-Second Year or more	Up to (200 hours)

**Section 4.3: Entitlement Pro-Rated**

Vacation credits in a fiscal year will be pro-rated in those instances in which an Employee is on unpaid leave of absence, disability or a disciplinary suspension.

**Section 4.4: Vacation Carry Over**

Vacation credits may be carried over to the next year providing the total does not exceed three hundred and twenty (320) hours.

**Section 4.5: Monetary Equivalent**

An Employee who leaves employment with the Employer for any reason 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, workers compensation benefits or course of duty injury pay.

**Section 4.6: Vacation During 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 not paid for vacation time.

**Section 4.7: Vacation Pay**

Upon request, the Employer shall provide the Employee with his or her vacation paycheck on the last day worked prior to the commencement of his or her 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 4.8: Vacation Selection**

Vacations shall be granted only at such times as the work of the department will permit and upon the approval of the Chief.

The selection of vacations will be based primarily upon the Employee's ranking on the seniority list ("Appendix "B").

**Section 4.9: Vacation Cash Value**

Employees have the option to convert accumulated vacation time into cash value twice during the fiscal year. This election must be submitted, in writing, to the Employer prior to March 31<sup>st</sup> and/or September 30<sup>th</sup> of each year. An Employee may only receive the cash value of a maximum of one hundred sixty hours (160) of vacation leave and only if he or she has a minimum of forty hours (40) of vacation leave left after receiving this cash value. The cash value will be paid with the last paycheck in April or October.

**ARTICLE 5  
COMPENSATION**

**Section 5.1: Salary**

The Employer shall compensate Employees in accordance with the salary grade schedules attached hereto and made a part hereof marked Appendix "A".

**Section 5.2: Jury Duty and Testimony**

Upon certification from the Commissioner of Jurors, the Employer 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 the Employer to the day and evening shift during the period of jury service.

Employees will report to work prior to or subsequent to the performance of their jury duty on the same day if the complete day is not all credited to jury duty.

In any litigation involving testimony on behalf of the Employer, the Employer will pay an Employee his/her regular pay for all time lost from work as a witness in a court or other administrative proceeding unrelated to the Employer.

**Section 5.3: Out-Of-Title Pay**

Whenever an Employee is assigned to perform the duties of a higher paid job classification, within the bargaining unit, he/she shall be paid an additional sum of \$5.00 per hour, for all hours actually worked in the higher paid job classification. If assigned to perform outside the bargaining unit, the Employee will be paid ten percent (10%) above their present bi-weekly pay for the period worked in the higher classification.

**Section 5.4: Training Pay**

If an Employee is required by the Chief to attend a training session not during his/her regular scheduled work shift, he/she will be paid the appropriate rate at straight time for the approved training hours, unless said training is in excess of eighty six (86) hours in a fourteen (14) day work period for which overtime will be due as provided in this Agreement.

**Section 5.5: Court Pay**

When an Employee is required to appear in court or before any administrative agency in connection with his/her official police duties and such court appearance commences at any time other than during his/her regularly scheduled work hours, he/she will be paid for all time spent, with a minimum of four (4) hours pay for each appearance, except as provided in the next paragraph.

If the court appearance begins during the employee's regularly scheduled shift and extends beyond the end of that shift, then the Employee will only be paid for time actually worked and will not be eligible for the four (4) hours minimum mentioned above.

Only that time that the employee actually works will be included as time worked for purposes of calculating daily or weekly overtime under this agreement. Other court time compensated (because of the four (4) minimum) will not be included as time worked for overtime calculation purposes, and pay for that time will not be included in a Employee's regular rate of pay for overtime calculation purposes.

Employees will be required to provide proof of actual time worked on a form to be provided by the NFTA and validated by the Assistant District Attorney. For off-duty arrests related to NFTA, an Employee will be paid for time spent for booking a prisoner and court pay for necessary court appearances.

**Section 5.6: Longevity Pay**

Longevity pay will be earned by Employees with at least five (5) years of service and in accordance with the following schedule:

<u>Length of Service</u>	<u>Longevity Pay</u>
5 years – 9 years	\$ 700
10 years – 14 years	\$ 900
15 years – 20 years	\$1,100
20 or more years	\$1,300

For the purpose of computing longevity pay, an Employee shall receive a longevity increment on April 1<sup>st</sup> of his/her 5<sup>th</sup> – 9<sup>th</sup>, 10<sup>th</sup> – 14<sup>th</sup> and 15<sup>th</sup> or more year of service shall be completed at any time within that fiscal year. Once eligible, the Employee's annual increments shall become a part of his or her salary. Longevity payments added to the base hourly rate shall be divided by 2184 annual work hours.

**Section 5.7: Stipend for Non-Use of Sick Leave**

All Lieutenants and Captains will be eligible for a stipend for non-use of sick leave as follows:

- A. Eligible Lieutenants and Captains who receive the \$450.00 bonus for each quarter of the calendar year shall receive an additional bonus of \$450.00.
- 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, which were pre-scheduled and approved forty-eight (48) hours prior to the needed time;
  7. Days absent on paid emergency personal leave, provided written verification of the nature of the emergency within three (3) business days. With respect to the stipend for non-use of sick leave, each use of an emergency personal day shall be subject to review by a Company Committee, (i.e. Chief, Lieutenants and Captains President, Manager of Labor Relations), however, the final decision shall not be subject to the grievance procedure.
  8. Lieutenants & Captains shall not receive sick leave stipend for any quarter in which he/she is off on workers' compensation.

The hourly rate shall be that to which the Lieutenant and/or Captain is entitled on the last day of each quarter which applies. The NFTA shall pay the stipend in a separate check.

## **ARTICLE 6 CLOTHING ALLOWANCE/NFTA PROPERTY**

### **Section 6.1: Uniforms and Equipment**

The Employer shall provide, at no cost, all uniforms and equipment for all Employees, and agrees to repair and replace same.

### **Section 6.2: Uniform Maintenance Allowance**

The Employer will provide each Employee with \$650.00 for uniform maintenance and cleaning on January 1<sup>st</sup> of each year in a separate check.

### **Section 6.3: NFTA Property**

On or before the date of termination or separation from employment, a 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, uniform and uniform items, automobiles, radios, calculators, gasoline credit cards and other equipment and supplies. Final payment will not be released until this requirement is met.

## **ARTICLE 7 MEDICAL, DENTAL, OPTICAL INSURANCE**

### **Section 7.1: Medical Coverage – Effective Dates**

The provisions of this Article shall be effective for all active employees on April 1, 2019.

### **Section 7.2: Effective Date of Medical, Dental and Optical Coverage for Newly-Hired Employees**

For employees hired from outside the NFTA/Metro, the effective date of the insurances listed in this Article shall be the first of the month following the completion of thirty (30) days of employment.

### **Section 7.3: Type of Coverage Available for Active Employees**

Effective 04/01/2019, the medical insurance plans offered to active employees shall be the Traditional Blue PPO 6398 (HDHP 6312) and the Traditional Blue POS 298 (POS 205) or a replacement plan selected by the Company under Section 7.5 below.

### **Section 7.4: Employee Monthly Premium Cost for Active Employees**

Effective 04/01/2019, or as soon as practicable thereafter, all current (active) employees and employees hired or promoted into Teamsters Local 264 (Police Lieutenants and Captains) will contribute twelve per cent (12%) of the monthly premium cost for either single or family coverage for the Traditional Blue PPO 6398 (HDHP PPO 6312) or the Traditional Blue POS 298 (POS 205) or a replacement plan. The Company (NFTA) will establish a debit account (105H) of three thousand dollars (\$3,000) for a family plan and replenish that account each year thereafter on January 1<sup>st</sup>, to a maximum of three thousand dollars (\$3,000). For a single plan, fifteen hundred dollars (\$1,500) will be placed in the employee's account and replenished each year thereafter on January 1<sup>st</sup>, to a maximum of fifteen hundred dollars (\$1,500).

Effective upon ratification and approval of this Agreement, all current employees and employees hired will contribute thirteen (13%) per cent of the monthly premium cost for either single or family coverage in the HDHP, Traditional Blue PPO 6398 (HDHP PPO 6312) or the Traditional Blue POS 298 (POS 205) or a replacement plan(s).

Effective April 1, 2022, all current employees and employees hired will continue to contribute thirteen (13%) per cent of the monthly premium cost for either single or family coverage in the HDHP, Traditional Blue PPO 6398 (HDHP PPO 6312) or the Traditional Blue POS 298 (POS 205) or a replacement plan(s).

Effective April 1, 2023, all current employees and employees hired will contribute fourteen (14%) per cent of the monthly premium cost for either single or family coverage in the HDHP, Traditional Blue PPO 6398 (HDHP PPO 6312) or the Traditional Blue POS 298 (POS 205) or a replacement plan(s).

Effective April 1, 2024, all current employees and employees hired will continue to contribute fourteen (14%) per cent of the monthly premium cost for either single or family coverage in the HDHP, Traditional Blue PPO 6398 (HDHP PPO 6312) or the Traditional Blue POS 298 (POS 205) or a replacement plan(s).

Effective April 1, 2025, all current employees and employees hired will contribute fifteen (15%) per cent of the monthly premium cost for either single or family coverage in the HDHP,

Traditional Blue PPO 6398 (HDHP PPO 6312) or the Traditional Blue POS 298 (POS 205) or a replacement plan(s).

**Section 7.5: Termination of Coverage and Replacement Plan Selection**

The NFTA reserves the right to opt out of the Traditional Blue PPO 6398 (HDHP PPO 6312) or the Traditional Blue POS 298 (POS 205) and/or the Core Plan effective April 1, 2019, and replace that coverage with equivalent coverage ("Replacement Plan"), which the NFTA will submit to Teamsters Local 264 for its review and comment. If the NFTA and Teamsters Local 264 cannot agree that coverage is equivalent, the matter will be submitted to final and binding arbitration using the arbitration procedure outlined in the collective bargaining agreement.

**Section 7.6: Dental Insurance**

The NFTA agrees to provide Group Health Incorporated (GHI) Preferred Dental Plan coverage for all active employees effective April 1, 2019. This coverage ceases once an employee is removed from the payroll, for any reason, or leaves the bargaining unit.

The parties agree that the Dental Insurance provider may be changed by the Employer during the life of the agreement.

**Section 7.7: Optical Insurance**

The NFTA agrees to provide EyeMed optical coverage for all active employees effective April 1, 2019. This coverage ceases once an employee is removed from the payroll, for any reason, or leaves the bargaining unit.

The parties agree that the Optical Insurance provider may be changed by the Employer during the life of the agreement.

**Section 7.8: Active Employees on Disability or Workers' Compensation**

Employees collecting New York State disability or workers' compensation will have premiums paid on their behalf for up to two (2) years for single or family coverage, as appropriate, for medical, dental and optical insurance.

**Section 7.9: Waiver of Medical Insurance for Active Employees**

During the annual enrollment period, an employee eligible for coverage, at his/her option, may waive medical insurance coverage and receive the following cash payment:

Single	\$3,000
Family	\$5,000

To qualify for the cash payment program, an employee must provide proof of duplicate medical insurance coverage. This may be in the form of a letter from the medical benefits provider or a photocopy of a current medical identification card, which reflects alternative coverage. Such documentation must be submitted with the completed application. Employees interested in participating in this program can obtain an application from the Human Resources Department during the annual open enrollment period.



### Section 7.10: Retiree Medical Insurance Coverage

- A. Effective Date - The provisions of this Section shall be effective on April 1, 2019 for all employees who retire on or after that date, subject to the eligibility provisions listed below.
- B. To be eligible for the retiree medical coverage benefit, the retiree must meet the following conditions:
- Retire with a minimum of ten (10) years of credited service with the NFTA.
  - Must retire from full-time employment with the NFTA.
  - Must not be eligible for coverage under another medical plan if spouse is still employed.
  - Employee(s) who opt out of coverage under another medical plan, may re-apply for medical coverage with the NFTA upon a qualifying event at the premium rate in effect at that time.

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

Upon death of the retiree, the surviving spouse will be eligible for a 50% premium contribution for single coverage only for a maximum of eighteen (18) months, provided he/she retains his/her eligibility per the above listed conditions. After an eighteen (18) month period, an eligible spouse may elect to remain in the NFTA retirees' group and pay the full medical premium cost for single coverage.

If an Employee dies in the line of duty, the Employer will provide and pay for health insurance for the Employee's surviving spouse and eligible dependents until the spouse remarries or obtains comparable coverage.

At the time of retirement, eligible Employees may redeem unused sick leave in the values listed to apply toward their 50% share of the medical benefits costs or may opt to the "cash value buy-out", the value of which is equal to the cash equivalent for the schedule listed below:

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

181 – 190 days	nineteen months current premium cost
191 – 200 days	twenty months current premium cost
201 – 210 days	twenty-one months premium cost
211 – 220 days	twenty-two months premium cost
221 – 230 days	twenty-three months premium cost
231 – 240 days	twenty-four months premium cost

Each day referenced above shall be multiplied by 8 hours, for the maximum allowance of unused sick time to cash-out, *i.e.*, 0-10 days shall be 0-80 hours, 11-20 days shall be 81-160 hours, 21-30 days shall be 161-240 hours, etc. All unused sick time may be cashed out on hours up to a maximum of 1752 hours (219 days multiplied by 8 hours).

**Type of Coverage for Age Pre-65/Pre-Medicare Eligible Retirees** –Effective April 1, 2019 there are three (3) plans for Age Pre-65 retirees who retire on or after April 1, 2019. Eligible employees will be permitted to select coverage (single, double, or family). The three plans offered are;

1. Traditional Blue PPO 6398 (HDHP 6312) \$1,500 single or \$3,000 Family (Deductible the responsibility of the retiree (s))
2. Traditional Blue POS 298 (POS 205)
3. Traditional Blue PPO with RX (Traditional Blue PPOS 812)

The Core Traditional Blue PPO with RX (Traditional Blue PPO 812), and the HDHP 6312 \$1,500 single, \$3,000 family deductible plan (deductible retiree(s) responsibility) are available for retirees who reside outside the Western New York approved service area or whose spouses are age 65 or older who must elect coverage through the Core Traditional Blue PPO with RX plan option D and enroll in Medicare Part B.

C. **Employee Monthly Premium Cost for Age Pre-65/Pre-Medicare Eligible Retirees** – The Company will pay 50% of the monthly premium cost for single, double or family coverage, as appropriate, in the Traditional Blue POS 298 (POS 205) or a Replacement Plan selected under G, for Age Pre-65 retirees. Retirees may elect Traditional Blue PPO 812 coverage; however, the dollar amount paid by the Company toward such coverage will be no greater than the dollar amount paid by the Company toward the appropriate coverage under the Core Plan or a Replacement Plan.

D. **Type of Coverage Available for Age Post-65/Medicare Eligible Retirees** –

Effective April 1, 2019, there are four (4) plans for Age Post 65 retirees. Participation in the plans is subject to residency requirements established by the carrier, Blue Cross/Blue Shield of Western New York. Option D is the only option available to employees who permanently live outside of the Western New York area, as defined by the carrier, Blue Cross and Blue Shield of Western New York.

There are four plans available:

- Option A - BC/BS of WNY Senior Blue 402
- Option B - BC/BS of WNY Senior Blue 401 with Unlimited Rx
- Option C - BC/BS of WNY Traditional PPO 201 with Unlimited Rx
- Option D - Core Traditional Blue PPO with Rx (Traditional Blue PPO 812)

**E. Employee Monthly Premium Cost for Age Post-65 Medicare Eligible Retirees**

The Company will pay 50% of the monthly premium cost for single or double coverage, as appropriate, for Option A, Option B or Option C, or their counterparts in the Replacement Plan selected under G, for Age Post-65 retirees who retire on or after April 1, 2015. Upon becoming eligible for Medicare, retirees/spouses of the bargaining unit will be required to take Medicare Parts A & B (Part B contribution is the responsibility of the employee).

When a Post-65 retiree has a spouse and/or eligible dependents under the age of 65, the Company will pay 50% of the monthly premium cost for coverage for those individuals in the Core Plan. Age Post-65 retirees electing single coverage under Option D will be responsible for paying the difference between 50% of the monthly premium cost for single coverage of the most expensive plan among Options A, B and C and the monthly premium cost of Option D. Age Post-65 retirees electing double coverage under Option D will be responsible for paying the difference between 50% of the monthly premium cost for double coverage of the most expensive plan among Options A, B, and C and the monthly premium cost of Option D. Age Post-65 retirees who have spouses under the age of 65 and/or eligible covered dependents may elect single or family coverage, as appropriate, under Option D, and if they do so, they will be responsible for paying the difference between 50% of the monthly premium cost of double coverage from the most expensive plan among Options A, B, C and the monthly premium cost of Option D.

**F. Termination of Coverage and Replacement Plan Selection for Both Age Pre-65/Pre-Medicare Eligible and Age Post-65/Medicare Eligible Retirees**

The NFTA reserves the right to opt out of the current plans and/or the retiree options outlined above, effective April 1, 2019, and to replace that coverage with equivalent coverage ("Replacement Plan") which the NFTA will submit to Teamsters Local 264 for its review and comments. If the NFTA and Teamsters Local 264 cannot agree that the coverage is equivalent, the matter will be submitted to final and binding arbitration using the arbitration procedure outlined in the collective bargaining agreement.

**Section 7.11: Life Insurance**

The Employer agrees to provide \$5000 worth of life insurance coverage for all Employees. This coverage ceases once an Employee is removed from the payroll, for any reason, or leaves the bargaining unit.

**Section 7.12: Disability Insurance**

Disability benefits will be provided as per practice, unless an alternate is mutually agreed upon by the Employer and the Union.

**Section 7.13: Workers' Compensation Pay**

Workers' Compensation benefits are allowed for job related injuries that cause disability beyond seven (7) calendar days. Payments begin to accrue with the eighth day after disability commences. If an Employee is receiving Workers' Compensation, the Employer will continue to pay all benefits under this agreement.

**Section 7.14: Course of Duty Injury Pay**

When a Employee is injured in the course of his/her duties, any time required immediately after the injury to obtain first aid or treatment by a physician, shall be considered as time worked unless he/she is admitted as an inpatient at the hospital.

Time lost from duty because of injuries sustained in the course of duty shall be compensated without deduction from the Employee's sick leave, vacation or personal leave accumulation.

The NFTA reserves the right, at its expense, to have Employee(s) injured while on duty, examined by the NFTA physician. The NFTA may require a Employee to return to work in light duty classification if medically able. Workers' Compensation payments received by the Employee in connection with the injuries shall be paid over to the NFTA.

Compensation by the NFTA to an eligible Employee injured while on duty shall normally be limited to a total of twelve (12) months' paid time off, which must be taken within a twenty-four (24) month period measured from the date of the original injury. However, this payment may be extended by up to an additional 12 months at the discretion of the NFTA. In no case shall an Employee receive more than twenty-four (24) months of course of duty injury pay and in no case shall the time in which such payments are made exceed twenty-four (24) months from the original date of injury.

Such pay shall not be allowed for single days or for periods of less than one (1) week, except for the initial period following the original injury or for surgery substantially and casually related to the initial injury.

Such payments shall not be made for the Employee(s) attendance at any Workers' Compensation or any other proceedings related to the injury or for visits to any physician or other medical treatment providers, unless such appearances or visits occur during a period in which the Employee is disabled and already off from work and receiving course of duty injury pay.

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

#### **Section 7.15: Equivalent Coverage**

The Employer and the Union agree that all benefits listed in this Article are subject to change upon mutual agreement 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 7.16: Humanitarian Clause**

If an Employee dies while employed by the Employer, the Employee's estate shall receive the following from the Employer:

1. All unpaid wages due the Employee.
2. All unused vacation time and any personal leave time.
3. The pro-rated share of any clothing allowance due the Employee.

## **ARTICLE 8 RETIREMENT BENEFITS**

### **Section 8.1: New York State Retirement System**

Officers are eligible for and shall enroll in the 20-year 1/60<sup>th</sup> retirement plan of the New York State Retirement and Social Security Law (NYS & SSL) with all benefits and conditions of said Retirement Plan as set forth in Section 384-d and Section 384-e of the NYR & SSL, as the statues may be amended, the NFTA shall support membership in said Retirement Plan by making the required employer contribution to same.

## **ARTICLE 9 SENIORITY, LAYOFF AND RECALL**

### **Section 9.1: Seniority Defined**

Seniority shall be based entirely upon an Employee's uninterrupted service with the Employer from the date of entry in a position covered by the Union and shall be broken if he or she leaves service for any period of time, for any reason, except authorized sick leave, military leave or authorized leave of absence. When more than one (1) appointment is 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 9.2: Probationary Period (New Officers)**

New officers (not Authority employees) shall have a probationary period of twelve (12) months during which time said employee may be suspended, dismissed, discharged or laid off at the sole discretion of the employer.

### **Section 9.3: Probationary Period (Promotion of Non-Unit Employees)**

Newly promoted Authority Employees shall have a probationary period of twelve (12) months.

### **Section 9.4: Job Postings**

Any vacancy within the bargaining unit, shall be posted for a period of five (5) work days in order to give an opportunity to any interested Employee to make application, in writing, for such job. Such application must include the Employee's qualifications for the position.

Promotions within the bargaining unit will be based upon an Employee's qualification, abilities and experience to perform the posted position. An Employee's disciplinary convictions may be considered as part of this evaluation process. The parties agree that as a part of this evaluation process, an "external assessment" program will be established. This external assessment will utilize law enforcement personnel from other police departments to review and rank candidates for promotion. Seniority will be considered in the evaluation process. The final decision for the promotion of an employee shall be vested in the Employer.

An Employee who is selected for promotion within the bargaining unit shall have a promotional probationary period of 120 days of actual work.

During the probationary period, the promoted employee may be removed by the Employer and returned to his/her former position. In addition, during the probationary period, the promoted Employee may voluntarily relinquish their rights to the promoted position and return to the position previously held. The promoted Employee may be removed also upon the exercise of any rights by Union Employees to return to that position pursuant to this agreement.

While on promotional probation, an Employee will be entitled to all benefits provided herein.

### **Section 9.5: Promotion (Outside Union)**

Employees in the bargaining unit who are promoted to positions outside the bargaining unit shall have a probationary period not to exceed six (6) months in order to determine whether they like, and are able to perform the work and whether the Employer wishes to continue them in their new position. During this probationary 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. If, after the probationary period is completed, an Employee who was promoted outside the bargaining unit is removed from that position as a result of position elimination or layoff, then that Employee may bump back to the bargaining unit based on his/her seniority date when he/she first left the unit.

### **Section 9.6: Layoff/Demotion**

In the event of a layoff, seniority shall determine the order in which such Employees are laid off (Appendix B), those Employees with the greater seniority being the last laid off. It is understood that seasonal Employees must be laid off first then regular part-time employees before any full-time Employees are laid off. In the case of ties, a union system shall be used to establish seniority ranking.

Employees selected for layoff may "bump" other less senior employees with an equal or lesser salary grade ranking. An Employee may only bump into a position, which he or she is qualified for in the judgment of the Employer.

When an Employee "bumps" to an equal salary grade, he or she shall retain his/her current salary grade and step.

If "bumping" to a lower grade, the Employee will assume the salary grade step for that grade which is nearest or equal to his/her present salary providing it is not higher than his/her current salary. The Employee will also receive all benefits provided herein.

### **Section 9.7: Recall**

In the event that Employees will be recalled to work, such recall will be based upon seniority as defined in Section 9.1 of Article 9 as follows: The most senior Employee will be recalled, provided he/she has the ability to perform the duties required to be eligible for recall an employee must maintain his/her police certification.

### **Section 9.8 Assignment Preference**

- a) For the purpose of Article 9, Section 9.8, an assignment shall be defined as the particular job duties to be performed by an employee within any general job title, said job titles being listed in Appendix B of this Agreement.
- b) It is agreed that assignment requested may be made for all positions in the Niagara Frontier Transportation Authority.
- c) On December 1<sup>st</sup> of each year, the Employer shall post all the positions on each shift. Employees may bid on these positions utilizing their departmental seniority (as defined in Article 9, Section 9.1). This process should be completed no later than December 15<sup>th</sup> of each year.
- d) It is understood that upon completion of the bidding process the employee filling the vacancies shall exercise his/her departmental seniority (as defined in Article 9, Section

9.1) at the time in conjunction with all other employees on the shift in the selection of RDO's (Regular Days Off).

- e) Items #c and #d above shall take effect the following January 1<sup>st</sup> of each year and run annually to the following December 31<sup>st</sup>.

### **Section 9.9 Shift Preference**

This section shall apply only to vacancies not included in Article 9, Section 9.8. Whenever a permanent shift vacancy occurs or is created, if the Employer determines to fill the vacancy and maintain such job assignment on the shift, an announcement of the vacancy shall be posted on official department bulletin boards for a period of ten (10) calendar days. During said ten (10) calendar day period, employees may bid to the posted shift vacancy. If two or more eligible employees bid for the position, the employee with the greatest length of departmental seniority (as defined in Article 9, Section 9.1) shall be given preference.

## **ARTICLE 10 LEAVES OF ABSENCE WITH PAY**

### **Section 10.1: Personal Leave**

Each Employee with seniority of at least one (1) year with the Employer shall be entitled to forty-eight (48) hours personal leave per year commencing April 1<sup>st</sup>. Employees with less than one (1) year seniority shall be entitled to a pro-rated share of personal leave days, based on their employment date commencing April 1<sup>st</sup>.

Personal leave shall be granted for such personal business as arises from time to time and as approved by the Chief. Personal leave shall be granted only upon at least 48 hours prior written notice to the Chief (excluding emergencies subject to approval of the Employer). Personal leave time may be taken in not less than one (1) hour increments. 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. However, an Employee shall have the option of carrying over a maximum of twenty-four (24) hours of personal time to be used within the next fiscal year. The election of such option must be submitted in writing to the Employer prior to March 30<sup>th</sup> of each fiscal year. Upon separation of employment, an Employee will not be compensated for unused personal leave.

### **Section 10.2: Sick Leave**

Sick leave is exclusively to help compensate Employees who are unable to work due to a bonafide illness or injury. The use of sick leave may include required doctor and dentist needs. Sick leave may be used in cases when an immediate family member is ill and requires medical care and there is a need by the employee to attend to them. The Chief or his/her designee may require proof of illness and/or medical care from a physician after three (3) consecutive workdays.

Employees shall earn sick leave credits at a rate of four hours per biweekly pay period, to the extent that the Employee is on full pay status during such period. Sick leave credits may be accumulated up to a total of 2,400 hours..

Of the maximum of one hundred four (104) sick hours accumulated each year, an Employee may use up to four (4) sick days without medical documentation in accordance with the conditions set forth in the first paragraph of this section.

In order to receive paid sick leave in excess of four (4) days in any fiscal year, an Employee must present medical documentation from a physician verifying the illness or injury.

Employee have the responsibility to notify the employer one (1) hour prior to their scheduled shift when they are sick. The Employee's time record sheet will reflect the period of time the Employee was on sick leave. These records will be verified and approved by the signature of the Employer.

For illness in excess of four (4) consecutive workdays, an Employee will be required to have a physician's release to return to work. The Employer, at its own expense and selection, may require an Employee to take a physical examination whenever deemed necessary.

Abuse or falsification of sick leave is a serious violation of Employer work rules, which may result in disciplinary action including dismissal.

A record of the Employee's approved sick leave shall be kept by the Employer and shall be related to the Employee upon request.

**Reinstatement of Sick Leave:** When an Employee is reinstated into the same position or re-employed to a position in the bargaining unit within one (1) year following reinstatement or layoff, sick leave credits accumulated at the time of reinstatement or layoff shall be restored.

The Employer will require a uniform, confidential and equally applied department-wide testing of Employees for drug and alcohol screening.

### **Section 10.3: Union Leave**

The Employer grants to the Union Stewards, reasonable amounts of paid release time to conduct the following activities:

- a) Investigate and process grievances.
- b) Post notices.
- c) Distribute literature.
- d) Attend negotiating meetings and union meetings.
- e) Consult with the Employer concerning the enforcement of any provisions of this agreement.
- f) Any Employee selected by the Union 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 the Employer receives sufficient prior written notice to obtain a replacement.

### **Section 10.4: 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 the New York State Law.

### **Section 10.5: Bereavement Leave**

In the event of a death occurring in an Employee's immediate family, the Employee shall be granted three (3) leave days, including holidays and weekends.

The immediate family shall be defined as: father, mother, spouse, children, stepchildren, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grandchildren.



## **ARTICLE 11 GRIEVANCE AND ARBITRATION PROCEDURE**

A grievance is any controversy between the Employer and the Union with respect to interpretation or application of any of the terms of this agreement or compliance with any of the terms of this agreement.

All grievances as defined above shall be settled in the following manner:

### **Step 1:**

The aggrieved party and steward shall first discuss the grievance with the Chief with the objective of resolving the matter informally.

### **Step 2:**

If the matter is not resolved at Step 1, it may be submitted as a grievance, in writing, on the executed form to be provided by the Union and presented to the Chief within five (5) calendar days after the reason for the grievance has occurred. The grievance shall include the name(s) and position(s) of the aggrieved party; the current date and the details of the grievance and relief requested, including the specific clauses or provisions of the agreement alleged to be violated.

A meeting between the designated Employer representative and a Union Business Representative will be held within seven (7) calendar days after receipt of the written grievance. Within seven (7) calendar days after such meeting, the Employer will provide the Union with a written response to its grievance.

### **Step 3:**

If, at this point, the grievance has not been satisfactorily settled, either party hereto shall have the right to submit such grievance to arbitration providing such written submission is made within ten (10) calendar days after receipt of the Step 2 written response. The Employer and the Union agree that the arbitrator shall be selected by the process established by the Public Employment Relations Board. The arbitrator shall have no power or authority to add to, detract from or modify, explicit or implied, any express terms of this agreement, and his authority shall be limited to deciding only whether a specific provision of this agreement has been violated. Only one (1) grievance shall be submitted to or be heard by an individual arbitrator except by mutual written agreement of the parties. The decision of the arbitrator shall be final and binding upon the parties hereto. In any event, should either party fail to comply with the arbitrator's award, the parties agree that either party may petition a court of competent jurisdiction to confirm and enforce said award and that judgment may be entered thereon unless the award is vacated by court order. The expense and fees of the arbitrator and PERB shall be shared equally by the Employer and the Union.

## **ARTICLE 12 DISCIPLINE PROCEDURE**

### **Section 12.1: Disciplinary Action**

Upon completion of a twelve (12) month probationary period, a newly hired 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 twelve (12) months prior to the implementation of the discipline provided, however, that such acts do not constitute a crime.

### **Section 12.2: Procedure**

An Employee against whom disciplinary action is taken shall be served with written notice of the reason 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 the agreement.

### **Section 12.3: 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 Union 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 stenographer and there will be no off-the-record statements. The officer 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 Employer 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.
- g) Any Employee, who is transferred from his/her assignment without requesting the transfer, shall be advised of the reason for the transfer.

## **ARTICLE 13 SAFETY AND WELFARE**

### **Section 13.1: Safety Devices**

The Employer 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, vehicles, buildings and other facilities in safe and sanitary condition. The Employer will cooperate with the Union in the receipt and investigation of complaints concerning matters affecting the health and safety of the Employees.

The Employer shall make bullet proof vests available to Employees.

### **Section 13.2: Access to Employees**

Each contract year, the Employer will furnish the Union a list of new Employees in the bargaining unit in addition to any change of address of current Employees in the unit. Such list of new Employees shall contain the name, address, position and salary. It is understood that it is the obligation of an Employee to notify the Employer of any change of address, phone number, name, marital status. Failure to do so may result in disciplinary action taken against the Employee. This information will be held in strict confidence and will not be used to harass any Employee.

One (1) month after the signing of this agreement, the Employer agrees to provide job descriptions of all positions covered by this agreement to the Union and annually thereafter during the term of this agreement. For any new job titles within the bargaining unit created during the term of this agreement, the Union Business Representative shall be provided a copy of such job description within thirty (30) calendar days after an Employee is appointed to such new position.

### **Section 13.3: Access to Premises**

The Employer agrees to permit representatives of the International Union and/or Local Union to enter the premises of the Employer at any hour after permission from the Chief or his designee has been granted for individual discussions of working conditions with Employees, provided such representatives or the discussions do not unduly interfere with the performance of duties assigned to the Employees.

## **ARTICLE 14 PERSONNEL FILE**

### **Section 14.1: 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/her personnel file. After one year, all disciplinary memos or notices may be subject to review.

### **Section 14.2: Unsupported Charges**

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

**Section 14.3: Inspection**

Upon request of the Employee concerned, his/her personnel file shall be made available to him/her 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 15  
MISCELLANEOUS BENEFITS****Section 15.1: Bulletin Boards**

The Employer agrees to allow authorized Stewards of the Union to use the designated bulletin boards for posting official Union notices, which must be signed by and authorized Union official. The Union 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 Union.

**Section 15.2: Printing of Agreement**

The Employer agrees to reproduce a sufficient number of copies of this agreement for distribution by Union Stewards to the membership.

**Section 15.3: Indemnification**

In the event an Employee is named as a defendant in a civil lawsuit, and the suit arises out of the Employee's enforcement of his or her duties and is based upon actions taken by the Employee which are within the scope of his or her employment and authority, whether on or off duty, the Employer at its option, shall either furnish a defense for the Employee or assume reasonable attorney fees and other reasonable cost of defense.

The Employer 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 15.4: Reimbursement for Damage to Personal Property**

The Employer will reimburse Employees for the expense of repairing or replacing damaged personal property of an Employee which results from the performance of his/her official duties, provided the damage was not caused by neglect or carelessness by the Employee.

**Section 15.5: Employee Assistance Program**

The Employer agrees to continue current EAP services to Employees and their immediate family.

**Section 15.6: Mileage Allowance**

If an employee is requested by the Employer to work at another location, the Employer must provide transportation for the employee or reimburse the employee the established IRS rate for the use of an employee's personal vehicle. Employees may not be required to use personal vehicles in the course of their duties.

**Section 15.7 Leave of Absence without Pay**

A member of this Union may be granted a leave of absence without pay (excluding incarceration) for a maximum period of one (1) year, per written request of the member to the NFTA and Chief of Police. His seniority will lock in place as of that date the leave of absence commences, as long as he/she is full time member of this Police Department.

Any full-time member of this Union who is elected to public office shall be granted a leave of absence without pay for a period of not more than a full term from the effective date of his/her election public office. Such leave of absence shall be renewable for not more than one additional term at the discretion of the Chief of Police.

#### **Section 15.8 Filling of Vacancies**

Notwithstanding any agreement to the contrary (including paragraph 9 of a September 2018 Agreement between the parties), and in accordance with the terms of this Agreement, the Employer retains all rights and discretion to establish minimum qualifications and requirements for individuals seeking promotion to Captain in the Department; provided however that an individual seeking to become a Captain must serve a minimum of two years in the Lieutenant position in the Department and have served a minimum of 8 years as an Officer in the Department. Section 9.4 continues to apply to the promotion of a Captain in the Department.

### **ARTICLE 16 SAVINGS CLAUSE**

If any section, subsection, 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 affect the validity of the remaining portions of this agreement.

### **ARTICLE 17 MANAGEMENT RIGHTS**

Except as expressly limited by the provisions of this agreement, all of the authority rights and responsibilities of the Employer are retained by it including the sole right to conduct the business of and carry out the mission of the NFTA Transit Police. Such rights are subject to such conditions, requirements and limitations as may be applicable under law and must be exercised consistently with the other provisions of this agreement. Such rights include, but are not limited to the following:

- To determine the mission and policies of the NFTA Transit Police.
- To determine the facilities, methods, means and number of personnel; to designate the members needed to carry out the NFTA Transit Police missions and to introduce new or improved methods of facilities.

### **ARTICLE 18 NO STRIKE CLAUSE**

The Union recognizes the status of the NFTA Employees as "public employees" and the provisions of law applicable thereto.

The Union shall not engage in a strike, nor cause, instigate, encourage or condone one. In the event a strike or work stoppage occurs, the Union shall exert its best effort to prevent and terminate the same.

No lockout of Employees shall be instituted by the Employer during the term of this agreement.

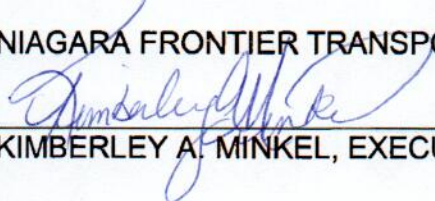
**ARTICLE 19  
TERMS OF AGREEMENT**


The effective date and term of this agreement shall be from April 1, 2019 and the agreement shall continue in full force and in effect until March 31, 2026, unless extended or modified by mutual agreement of the parties.

Notice of intent to change or amend the provisions of this agreement shall be served, in writing, by the party desiring such change or amendment to the other party at least one hundred twenty (120) days prior to said expiration date.

If neither party sends a notice of intent to change or amend this agreement, then this agreement shall be considered to have been automatically renewed for the term of one (1) year.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this 18<sup>th</sup> day of March, 2024.

NIAGARA FRONTIER TRANSPORTATION AUTHORITY:  
  
\_\_\_\_\_  
KIMBERLEY A. MINKEL, EXECUTIVE DIRECTOR

TEAMSTERS LOCAL #264:  
  
\_\_\_\_\_  
BRIAN DICKMAN, PRESIDENT/PEO

## APPENDIX A

### REF. ARTICLE 5, SECTION 1:

It is hereby agreed that the following schedule reflects the annual wage rate payable to the Employees covered by this agreement. The following wage schedule covers a period commencing 4/1/2019 and ending 3/31/2026.

### TITLES/SALARY SCHEDULE:

#### Hourly:

Prior - FYE19

	Step 1	Step 2	Step 3	Step 4
Lieutenant	\$33.9759	\$35.3017	\$36.3394	\$37.8381
Captain	\$35.5900	\$36.9158	\$37.9534	\$39.4522

Prior - FYE20 - 2.50%

	Step 1	Step 2	Step 3	Step 4
Lieutenant	\$35.8253	\$37.1842	\$38.2479	\$39.7841
Captain	\$38.4798	\$39.8387	\$40.9022	\$42.4385

Prior- FYE21 - 2.35%

	Step 1	Step 2	Step 3	Step 4
Lieutenant	\$36.6672	\$38.0581	\$39.1467	\$40.7190
Captain	\$39.3840	\$40.7749	\$41.8634	\$43.4358

Prior - FYE22 - 2.35%

	Step 1	Step 2	Step 3	Step 4
Lieutenant	\$37.5289	\$38.9524	\$40.0667	\$41.6759
Captain	\$40.3095	\$41.7331	\$42.8472	\$44.4566

FYE22 - Equity Adjustment

	Step 1	Step 2	Step 3	Step 4
Lieutenant	\$38.7789	\$40.2024	\$41.3167	\$42.9259
Captain	\$41.5595	\$42.9831	\$44.0972	\$45.7066

FYE23 - 2.50%

	Step 1	Step 2	Step 3	Step 4
Lieutenant	\$39.7484	\$41.2075	\$42.3496	\$43.9990
Captain	\$42.5985	\$44.0577	\$45.1996	\$46.8493

FYE24 - 2.00%

	Step 1	Step 2	Step 3	Step 4
Lieutenant	\$40.5433	\$42.0316	\$43.1966	\$44.8790
Captain	\$43.4505	\$44.9388	\$46.1036	\$47.7863

FYE25 - 2.00%

	Step 1	Step 2	Step 3	Step 4
Lieutenant	\$41.3542	\$42.8722	\$44.0605	\$45.7766
Captain	\$44.3195	\$45.8376	\$47.0257	\$48.7420

FYE26 - 2.50%

	Step 1	Step 2	Step 3	Step 4
Lieutenant	\$42.3881	\$43.9440	\$45.1621	\$46.9210
Captain	\$45.4275	\$46.9835	\$48.2013	\$49.9605

In addition to the foregoing, effective on ratification and approval of this Agreement, there shall be a one-time equity adjustment of \$1.25 (one dollar and twenty five cents) per hour to be added to the base hourly rate of pay for individuals holding the rank of Lieutenant and Captain, as set forth in Appendix A.

Thereafter, annual wage increases shall be paid as set forth herein.

Newly promoted or appointed Employees will begin at the hire rate and will be eligible to move to Step 1 following six (6) months of satisfactory service. Satisfactory service will be determined by an evaluation of the Employee's performance for relevant period including his/her attendance and disciplinary record. The Employer will have the right to determine if an is Employee eligible for a salary step increase.

Movement to Step 2 and full rate will be at 12-month intervals and will be based upon satisfactory service.

Lieutenants who promote to Captain will promote step to step. Lieutenants who promote not at Step 4 will have step increase at 12 month intervals from the date of promotion, provided that their service is determined satisfactory by the Chief of Police.



**APPENDIX B  
SENIORITY LIST**

**Lieutenants**

**Captains**

**Lieutenants**

**Captains**

Gallivan, Matthew	04/13/2014
Russo, Richard J.	09/02/2015
Woodruff-Sanders, Anita	07/06/2016
Gorman, Paul D.	01/06/2019
Loubert, Louis R.	12/15/2019
Lambert Sr., Jordan	09/22/2020
Zani, Lauren A.	10/11/2020
Fontana, Michael J.	03/14/2021

Chiodo, Chris	05/09/1994
Halliday, James	12/22/2010
Ford, John M.	09/11/2011