

**AGREEMENT**  
**BETWEEN**  
**NIAGARA FRONTIER TRANSPORTATION AUTHORITY**  
**AND**  
**POLICE BENEVOLENT ASSOCIATION (PBA)**

**April 1, 2019 – March 31, 2022**

# TABLE OF CONTENTS

<b>ARTICLE I - RECOGNITION – UNION MEMBERSHIP .....</b>	<b>1</b>
Section 1 RECOGNITION.....	1
Section 2 PURPOSE OF AGREEMENT .....	2
Section 3 APPLICABLE LAW .....	2
Section 4 ASSOCIATION OFFICIALS .....	2
Section 5 DUES CHECKOFF .....	2
Section 6 POSTING OF NEW POSITIONS AND VACANCIES .....	3
Section 7 NEW JOB CLASSIFICATION AND/OR PLAINCLOTHES DETAIL .....	4
Section 8 DETECTIVE.....	4
Section 9 JUVENILE BUREAU .....	6
Section 10 OCC DISPATCH/BNIA I.D. OFFICERS.....	7
Section 11 BIKE, FOUR-WHEEL AND SNOWMOBILE DETAIL .....	7
Section 12 CIVILIAN AMBASSADOR-BNIA .....	8
<b>ARTICLE II - HOURS OF WORK .....</b>	<b>9</b>
Section 1 WORK DAY AND WORK WEEK .....	9
Section 2 OVERTIME .....	12
Section 3 OVERTIME DISTRIBUTION .....	13
Section 4 CALL-IN PAY .....	15
Section 5 LUNCH AND REST PERIODS .....	15
Section 6 FLSA SECTION 207(k).....	16
Section 7 PAYROLL/TIME RECORDS .....	16
<b>ARTICLE III - HOLIDAYS .....</b>	<b>16</b>
Section 1 HOLIDAYS.....	17
Section 2 HOLIDAY PAY .....	17
Section 3 FLOATING HOLIDAY PAY .....	18
<b>ARTICLE IV - VACATION.....</b>	<b>18</b>
Section 1 VACATION ENTITLEMENT .....	18
<b>ARTICLE V - COMPENSATION .....</b>	<b>21</b>
Section 1 SALARY.....	21
Section 2 COURSE OF DUTY INJURY PAY .....	22
Section 3 JURY DUTY AND TESTIMONY .....	23
Section 4 OUT-OF-TITLE PAY .....	24
Section 5 TRAINING PAY .....	24
Section 6 TRAINING OFFICER .....	24
Section 7 COURT PAY .....	24
Section 8 STIPEND FOR NON-USE OF SICK LEAVE .....	25
Section 9 SHIFT DIFFERENTIAL .....	26
<b>ARTICLE VI - CLOTHING ALLOWANCE/NFTA PROPERTY .....</b>	<b>26</b>
Section 1 UNIFORMS AND EQUIPMENT .....	26
Section 2 UNIFORM MAINTENANCE ALLOWANCE .....	27
Section 3 NFTA PROPERTY .....	27

<b>ARTICLE VII - MEDICAL, DENTAL AND OPTICAL INSURANCE .....</b>	<b>27</b>
Section 1 MEDICAL INSURANCE .....	27
Section 2 WAIVER OF MEDICAL INSURANCE .....	28
Section 3 DENTAL INSURANCE .....	29
Section 4 OPTICAL INSURANCE .....	29
Section 5 DISABILITY INSURANCE .....	29
Section 6 LIFE INSURANCE .....	29
Section 7 HUMANITARIAN CLAUSE .....	29
Section 8 WORKER'S COMPENSATION PAY, ETC.....	29
Section 9 EQUIVALENT COVERAGE .....	30
<b>ARTICLE VIII - RETIREMENT BENEFITS .....</b>	<b>30</b>
Section 1 NEW YORK STATE RETIREMENT SYSTEM .....	30
Section 2 MEDICAL INSURANCE AFTER RETIREMENT .....	31
<b>ARTICLE IX - SENIORITY, LAYOFF AND RECALL .....</b>	<b>34</b>
Section 1 DEPARTMENTAL SENIORITY DEFINED .....	34
Section 2 PROBATIONARY PERIOD .....	34
Section 3 PROMOTION .....	34
Section 4 LAYOFF .....	36
Section 5 RECALL .....	365
Section 6 PROMOTION REQUIREMENTS .....	36
<b>ARTICLE X - LEAVES OF ABSENCE WITH PAY .....</b>	<b>37</b>
Section 1 PERSONAL LEAVE .....	37
Section 2 SICK LEAVE .....	38
Section 3 DRUG/ALCOHOL TESTING .....	39
Section 4 UNION LEAVE .....	39
Section 5 MILITARY LEAVE .....	40
Section 6 BEREAVEMENT LEAVE .....	40
Section 7 SICK LEAVE BANK .....	40
<b>ARTICLE XI - GRIEVANCE AND ARBITRATION .....</b>	<b>42</b>
<b>ARTICLE XII - DISCIPLINE PROCEDURE.....</b>	<b>45</b>
Section 1 DISCIPLINARY ACTION .....	45
Section 2 PROCEDURE .....	46
Section 3 BILL OF RIGHTS .....	46
<b>ARTICLE XIII - SAFETY AND WELFARE .....</b>	<b>48</b>
Section 1 SAFETY DEVICES .....	48
<b>ARTICLE XIV - PERSONNEL FILE .....</b>	<b>48</b>
Section 1 DISCIPLINARY MEMO OR NOTICE .....	48
Section 2 UNSUPPORTED CHARGES .....	48
Section 3 INSPECTION .....	49
<b>ARTICLE XV - MISCELLANEOUS BENEFITS .....</b>	<b>49</b>
Section 1 BULLETIN BOARDS .....	49
Section 2 PRINTING OF AGREEMENT .....	50
Section 3 MILEAGE ALLOWANCE .....	50
Section 4 OUT-OF-AREA ASSIGNMENTS .....	50
Section 5 POLICE FACILITIES .....	50
Section 6 INDEMNIFICATION .....	50

Section 7	COMMUNICABLE DISEASE .....	51
Section 8	REIMBURSEMENT FOR DAMAGE TO PERSONAL PROPERTY .....	51
Section 9	PHYSICAL FITNESS EQUIPMENT .....	51
Section 10	MAIL .....	51
Section 11	PRIVACY .....	52
Section 12	DUE RESPECT .....	52
Section 13	DAYLIGHT SAVINGS TIME .....	52
Section 14	LEAVE OF ABSENCE WITHOUT PAY .....	52
Section 15	DISCRIMINATION .....	53
Section 16	K-9 UNIT (EXPLOSIVE DETECTION & NARCOTICS) .....	53
Section 17	COMPENSATORY TIME .....	54
Section 18	ACCIDENT INVESTIGATION .....	55
	<b>ARTICLE XVI - SAVINGS CLAUSE .....</b>	<b>55</b>
	<b>ARTICLE XVIII - MANAGEMENT RIGHTS.....</b>	<b>56</b>
	<b>ARTICLE XVIII - TERMS OF AGREEMENT.....</b>	<b>56</b>
	<b>LEGISLATIVE REVIEW.....</b>	<b>57</b>
	<b>APPENDIX A – SENIORITY LIST.....</b>	<b>58</b>
	<b>APPENDIX B – WAGE SCALE .....</b>	<b>60</b>
	<b>APPENDIX C - MEMORANDUM OF AGREEMENT - TRAINING .....</b>	<b>62</b>

This Agreement made and entered into on the \_\_\_ day of \_\_\_\_\_, 2019, by and between the 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 the State of New York, (hereinafter referred to as the “NFTA”) and the NFTA POLICE BENEVOLENT ASSOCIATION, (hereinafter referred to as the “Association”).

WITNESSETH:

ARTICLE I RECOGNITION – UNION MEMBERSHIP

SECTION 1 – RECOGNITION

Pursuant to PERB (Case No. C-2959), the NFTA recognizes the Association as the representative of its Police Officers.

The terms Police Officer, Officer or Association member are used interchangeably herein to refer to permanent Officers of the NFTA Police Department on full-pay status, who are represented by the Association and whose terms and conditions of employment are governed by this Agreement. These terms are used to designate both male and female.

This recognition shall extend for the maximum period of time allowed by law and until the expiration of this Agreement, according to its terms. The NFTA shall not negotiate, during this Agreement, with any organization, on behalf of the Police Officers covered by this Agreement, defined herein, other than the Association and, unless notified by the NFTA, the Association will undertake to negotiate and represent the same unit for a successive 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 with no disparity among Officers, and to promote, to the highest degree, efficiency in providing public service.

## 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 Fair Employment Act and is governed by the applicable provisions of the New York State Law.

## SECTION 4 – ASSOCIATION OFFICIALS

The Association will advise the NFTA, in writing, to the Director of Human Resources, of the names and titles of six (6) Officers and three (3) shift representatives and will promptly give the NFTA written notification of any changes during the term of this agreement within two (2) calendar weeks of such change. The officials are President, Vice-President (3), Secretary and Treasurer.

## SECTION 5 – 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 the authority of which such assessment has been made, which resolution shall be certified by the Secretary of the Association. The Association agrees to indemnify and hold the NFTA harmless from any loss it may incur as a result of such deduction. All grievance resolutions are subject to standard Association deduction.

#### SECTION 6 – POSTING OF NEW POSITIONS AND VACANCIES

Whenever the NFTA desires to permanently fill a new position or vacancy within the Police Department to include promotional positions, notice will be made by bulletin board and posted to inform Association members of its availability and to remain posted for a period of fourteen (14) calendar days.

All announcements of new positions or vacancies will specify the qualifications and criteria established for the position or vacancy by the Chief of Police.

Members may apply for consideration for a new position or vacancy posted under this Section only during the fourteen (14) day posting period.

No new position or vacancy may be filled during the fourteen (14) day posting period except on an acting basis when necessary as a result of an emergency or to replace a transferred or promoted Association member. The PBA shall send written notice with signed return receipt to any employee off on IOD, compensation, extended illness, etc. of

postings. The NFTA shall provide a weekly list of officers on IOD, compensation, extended illness, etc.

#### SECTION 7 – NEW JOB CLASSIFICATION AND/OR PLAINCLOTHES DETAIL

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. Any Officer who is assigned to a plainclothes detail for a period of eighteen (18) months or longer, will be classified as a Detective within the department, and shall continue to be covered by the terms of this Agreement under Section 9.

#### SECTION 8 – DETECTIVE

A Detective is an association member of the NFTA Police Department who has been promoted to the rank of Detective and works as a plainclothes investigator. Their job includes all assignments that have been done by the NFTA Detectives in the past and all future criminal investigations relative to all NFTA properties, TSA mandated background investigations, departmental background investigations, property control and assignments to other Law Enforcement Task Forces; with the exception of fingerprints.

Juvenile Officers are to be considered as Detectives. Detectives shall be paid \$2.00 more per hour than the Police Officers base wage.

All Detectives shall receive an allowance of \$300.00 quartermaster equipment credit deemed justifiable in the performance of their duties. All Detectives are responsible to maintain a uniform, they shall receive an additional \$200.00 quartermaster credit. Detectives shall receive \$800.00 in a separate check, each fiscal year to cover the cost of clothing purchased. Such payment shall be made in the first pay period after January 1<sup>st</sup>.



It is agreed that Detectives shall wear business casual attire in the performance of their duties. The Chief of Police may relax this requirement for specific duties. Detectives shall also be eligible for the cleaning/maintenance allowance as provided for Patrol Officers in Article VI, Section 2 of this contract.

A Senior Investigator is a Detective position designated by the Chief and will be paid \$3.00 more per hour. Seniority rights within the Detective Division shall be based on the date of appointment to Detective. Seniority will be used for job reduction, paid leave of absences, assignment and shift selections. If two (2) or more officers are promoted to the rank of Detective on the same date, seniority will be based on the Patrolman's seniority list. Job assignments within the scope of the Detective Division will be posted and filled by seniority within the Detective unit prior to being offered to the Patrol Division. This posting will not include outside agency Task Force assignments, which will be posted and can be bid on by all Association members. In the event that an investigation necessitates a case specific individual, the Chief of Police reserves the right to assign any Association member for a short-term investigation that will be conducted under the direction of the Detective Unit.

The NFTA may relieve, by seniority, a Detective prior to his/her 18-month tenure or for budgetary constraints. In the event of a reduction in the Detective Division, the affected Detective will be given the opportunity to bump into any existing plainclothes or acting Detective position with no loss of pay. Any Detective relieved shall have first recall rights for up to two (2) years. The relieved Detective shall maintain his/her overall departmental seniority rights.

When a Detective is eligible or needed for overtime, he/she may work such overtime in the performance of their duties within his/her job classification on a rotating basis within the Detective Unit. Detectives and acting Detectives shall not be part of the Patrol Officers' overtime list nor shall they be utilized to perform Patrol Officers' duties. Any overtime assignment requiring plainclothes shall first be offered to the Detective Unit, except as provided for in this Section. Detectives shall have the option of working a holiday, when the holiday falls within the Detective's workweek.

#### SECTION 9 – JUVENILE BUREAU

An Officer who is selected and assigned to the Juvenile Bureau by the Chief is a detective position covered by the terms of this Agreement. For the Juvenile Bureau, an officer's seniority shall be for job reduction, vacation selection, and personal leave, based on the Officer's date of appointment. If there is a reduction or elimination of position (s) in this classification, the lower ranked Officer within the classification will be removed and placed back in the position that was previously worked prior to his appointment and until a new seniority picks within fourteen (14) calendar days, a re-pick for this Officer and the Officer below his/her seniority, shall take place for job locations and assignments. For the purpose of shift preference and days off, the Chief and his/her designee shall have sole discretion. An officer assigned to the Juvenile Bureau, at the discretion of the Chief of Police may be relieved under this section prior to the completion of the 18<sup>th</sup> consecutive month. When budgetary constraints or abolishment of functions occur, the Chief of Police may relieve any officer after the 18<sup>th</sup> consecutive month. Any officer displaced from this assignment shall have to right to recall (up to two year) if the position is re-established.

The Chief of Police at his discretion, may relieve any Officer classified as a Juvenile Bureau Officer under this Section prior to the completion of the 18<sup>th</sup> consecutive month.

When budgetary constraints or abolishment of functions occur, the Chief of Police may relieve any Officer after the 18<sup>th</sup> consecutive month. Any Officer displaced from this assignment shall have first right to recall (up to two year) if the position is re-established.

#### SECTION 10 – OCC DISPATCH/BNIA I.D. OFFICERS

Officers working at OCC Dispatch/BNIA I.D., Communications are uniformed Officers covered by the terms of this Agreement.

Dispatchers will be listed on the Patrolman's overtime list. Officers on OCC Dispatch/BNIA I.D. overtime, must be qualified to work OCC and must be CPS (Central Police Service), FAR 107 certified.

Dispatchers will be eligible for all seniority benefits covered by this Agreement and will have seniority rights within their classification by the date the Officer(s) was assigned to the position. In case two (2) or more Officers were assigned to the position on the same date, seniority will be determined by the Patrolman's seniority list.

The Chief of Police at his discretion, may relieve any Officer classified as OCC Dispatch/BNIA-I.D. Officer under this Section prior to the completion of the 18<sup>th</sup> consecutive month. When budgetary constraints or abolishment of functions occur, the Chief of Police may relieve any Officer after the 18<sup>th</sup> consecutive month. Any Officer displaced from this assignment shall have first right to recall (up to two years) if the position is re-established.

#### SECTION 11 – BIKE, FOUR-WHEEL AND SNOWMOBILE DETAIL

Officers selected for the bike, four-wheel and snowmobile detail on a day-to-day basis, shall be required for safety purposes, to wear designated safety equipment. The officer must work within his shift hours.

The detail will be assigned and monitored by the shift supervisor. When manpower for each shift is more than four (4) Officers, the supervisor may assign a detail of up to two (2) Officers when weather permits. All uniforms, equipment and the maintenance of, shall be the responsibility of the NFTA.

#### SECTION 12 - CIVILIAN AMBASSADOR- BNIA

1. Civilian ambassadors may be used at the four crosswalks at the Arrivals level and at the two crosswalks at the Departures level.
2. Civilian ambassadors may be used to assist pedestrian traffic at the said crosswalks.
3. Civilian ambassadors may be used to direct vehicular traffic at the said crosswalks including areas in front of the terminal building.
4. Civilian ambassadors shall wear a uniform that is clearly distinguishable from the uniform worn by Transit Authority Police Officers.
5. Civilian ambassadors may be equipped with communication devices. Civilian ambassadors shall not be given access to police radios.
6. Civilian ambassadors shall not be empowered to issue UTTs, NOVs, nor other tickets/summonses; request the towing of vehicles or to handle civilian complaints. The said work has been and shall continue to be work performed exclusively by Transit Authority Police Officers.
7. No Transit Authority Police Officer on the NFTA payroll as of February 11, 2004 shall be laid off, as long as any civilian ambassador is employed. Any Officers hired after that date will have no such protection from layoff.

8. No Transit Authority Police Officer shall be assigned to replace a civilian ambassador to perform work performed by civilian ambassadors, except in an emergency. A Transit Authority Police Officer may be used to supplement civilian ambassadors. In the event a Transit Authority Police Officer is assigned to replace a civilian ambassador, such Officer shall be paid at the time and one-half rate for all time so spent performing the said work.

9. Work historically performed by Transit Authority Police Officers shall continue to be exclusive to the PBA negotiating unit, unless specified.

## ARTICLE II – HOURS OF WORK

### SECTION 1 – WORK DAY AND WORK WEEK

Each Officer shall be assigned to one of the two (2) following workdays:

A. Eight (8) hour day:

For those Officers assigned to an eight (8) hour work day, the standard work week shall consist of forty-one (41) hours and forty (40) minutes, (five, eight-hour days plus reporting time) within any calendar week with two (2) consecutive days off, not having to work more than five (5) consecutive days.

B. Ten (10) hour day:

For those Officers assigned to a ten (10) hour work day, the standard work week shall consist of forty-one (41) hours and twenty (20) minutes, (four, ten-hour days plus reporting time) within any calendar week with three (3) consecutive days off, not having to work more than four (4) consecutive days into the next calendar week.

Each Officer shall report for the workday twenty (20) minutes before his/her starting time. This twenty (20) minute reporting time shall be treated and paid as time worked for purposes of computing overtime compensation, only when the officer works overtime. Excluded shall be sick, vacation, disciplinary suspension, jury duty and bereavement.

Twice each year the department will conduct a seniority pick, which will take effect the first pay period in March and the first pay period in September. The actual picks will take place thirty (30) calendar days prior to the effective dates so as to take effect on a timely basis. At this pick, Officers will select, based on seniority, their work location (BNIA or LRRT) and their shift assignment at that location to include LRRT Revenue/Money pull position. If a permanent position at the Niagara Falls International Airport or the Niagara Falls Bus Terminal becomes available, it will be bid as above. Excluded from this seniority pick are special details and separate job classifications to include: Detectives, DIU Officers, ID program (BNIA) Officers, (1<sup>st</sup> and 2<sup>nd</sup> shifts), OCC/Dispatch (1<sup>st</sup> and 2<sup>nd</sup> shifts), 181 Ellicott Street (Transpo Center) Officers, Juvenile Bureau Officers and K-9 Officers.

If, after the completion of the seniority picks, any Officer assigned to one of the special details or separate job classifications excluded from the picks is removed from that assignment, he/she shall have the right to pick their work location and shift assignment based on their seniority. This right to pick would take effect immediately after their removal from the special details or classifications listed in this Section. This reassignment will transpire within fourteen (14) calendar days, and all Officers below them in seniority will re-pick their job location and assignment.

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 Chief of Police or his designee.

The Chief of Police must provide seventy-two (72) hours' notice to Officers regarding shift or schedule changes. If an Officer's shift schedule is changed without the seventy-two (72) hours' notice, he/she shall be paid an amount equal to eight (8) hours pay for each change, provided, however, the change is not necessitated by an emergency approved by the Chief.

During a regular shift, if supervision assigns an Officer(s) to another job location other than his/her seniority picked location, it shall be done by seniority. It is agreed that a maximum of two (2) Officers per shift may be relocated for that shift. Relocation of the second Officer shall be tied to elevation in Homeland Security Level and/or for Special Events including, but not limited, to the Allentown Art Festival, Taste of Buffalo, First Night Buffalo and Curtain Up, or other events to be mutually agreed upon by the parties.

It is further agreed that any unfilled overtime shift that cannot be filled by the Patrolman's overtime list shall be filled with the Officer with the lowest seniority ranking on the previous shift, regardless of location.

The designated hours for eight (8) hour shifts is as provided in the following paragraph:

Shift one (1 <sup>st</sup> )	11:00 PM – 7:00 AM
Shift two (2 <sup>nd</sup> )	7:00 AM – 3:00 PM
Shift three (3 <sup>rd</sup> )	3:00 PM – 11:00 PM

Supervision may schedule two (2) employees per shift, per location (BNIA and LRRT), to work alternative shifts shown below. Such assignments shall be posted and bid

with any seniority picks and filled by seniority. The starting time(s) shall be determined by the Company prior to each seniority pick and shall remain fixed until the next seniority pick time, unless mutually agreed to by the parties.

Shift One: Flexible starting time between 9:00 PM and 1:00 AM

Shift Two: Flexible starting time between 5:00 AM and 9:00 AM

Shift Three: Flexible starting time between 1:00 PM and 5:00 PM

If the officer(s) assigned to any of the alternate shifts is off work or on leave, except for single, unplanned days of absence, then the Chief or his/her designee may fill that alternate shift(s) for the duration of the assigned officer(s)' absence or leave, on the basis of seniority.

For any other change of work shift, the designated hours for each shift shall be mutually agreed upon by both the Association and the NFTA.

## SECTION 2 – OVERTIME

Overtime shall be paid in the following manner based upon the work day assigned to each Officer. Authorized time worked in excess of eight (8) hours and twenty (20) minutes or ten (10) hours and twenty (20) minutes actually worked in any day or hours worked in excess of forty-one hours and twenty minutes hours in any given week, (including reporting time), shall be compensated at one and one-half (1-1/2) times the hourly rate. Daily overtime will be credited against weekly overtime. All holidays, personal leave, paid sick time, course of duty injury pay, compensatory time and vacation time are considered time actually worked for the computation of overtime.

Scheduled overtime shall be assigned no further in advance than seven (7) calendar days. Any Officer who initially accepts and is scheduled for overtime and later decides not to work said overtime previously accepted, must give seventy-two (72) hours' notice to the



administration Officer responsible for the maintenance of the overtime list. If the Officer does not give such notice, he/she will be charged twelve (12) refusal hours per the overtime list.

### SECTION 3 – OVERTIME DISTRIBUTION

Overtime shall be fairly distributed among the Officers of the Association based on an overtime list for each job classification (Patrol Officers/Detectives). As practical to do so, the distribution of overtime will be considered on a fiscal basis beginning April 1<sup>st</sup> of one year and ending March 31<sup>st</sup> of the following year. Officers understand that they have the obligation to work overtime for the purpose of manpower or specified emergencies.

#### A. Overtime List

A single overtime list for police officers to include all locations will be maintained. This list will be reviewed and updated each quarter in the fiscal year by the PBA Board to ensure fair distribution of overtime. During the review, the PBA Board will review instances of lost time by officers and make equitable adjustments in accordance with the following principles:

1. When an officer has lost time due to an injury on duty, his/her amount of overtime worked, as recorded on the overtime list, will not be adjusted until fourteen (14) calendar days after his/her return. At that time, the officer's overtime hours will be deemed to be the average overtime hours worked by all other officers on the job. The Police Officer has the responsibility of notifying the Lieutenant in charge of overtime and the PBA Board, upon his/her return to full duty.

2. When an officer has lost time for any other reason, upon returning to work, the officer will be deemed to have worked the average overtime hours worked by all other officers on the list. The PBA Board shall complete its quarterly review and update by April 15, July 15, October 15 and January 15 of each year and shall provide the quarterly review to the Chief on or prior to that date. Any officer whose overtime hours worked were adjusted in accordance with (1) or (2) above, shall receive written notice from the PBA Board of the adjustment, with a copy to the Chief.

The quarterly review provided to the PBA, including any adjustments thereto, shall be used for the following quarter. In the event any quarterly list is not provided by due dates above, supervision shall continue to use the prior list(s). The Department's use of the list(s) provided and/or as adjusted by the PBA Board by its quarterly report, shall not

give rise to a grievance by the PBA or any individual member. Grievances shall be limited to any alleged misapplication of the list(s) as adjusted.

A. Process

The Officer who is next (i.e. is eligible to work overtime and has the least overtime hours worked) on the overtime list will be asked if he/she will accept the overtime. If he/she refuses the overtime, he/she will be marked as refused and the appropriate hours will be credited to the Police Officer's overtime. If a refusal occurs, the next Officer on the list will be called and the process will repeat until the overtime is filled. If an Officer is not home when called, he/she will not be charged with a "refusal" (see point D below). An Executive Officer of the Association, who is attending a PBA related function at the time of an overtime request call, will not be charged with a refusal.

B. Charged Overtime

Any overtime over thirty (30) minutes will be charged as overtime worked and duly noted on the rotation list. Any overtime of thirty (30) minutes or less, will not be noted on the rotation wheel. When overtime is considered charged overtime, it shall be indicated as such.

C. Supervision shall email a weekly schedule and a separate emailed list of available scheduled overtime.

The weekly schedule emailed by Supervision shall include all available scheduled overtime. The available scheduled overtime shall be incorporated into the weekly schedule posted by Supervision and also shall be indicated on a separate emailed list.

D. Supervision shall offer all available scheduled overtime positions to the next Officer on the PBA's overtime list.

1. When scheduled overtime is available, Supervision shall ask the next lowest Officer on the overtime list if he or she will accept the overtime. If the lowest Officer refuses the overtime he/she will be marked as refused and the appropriate hours will be credited to the Officers overtime.

2. When Supervision asks the next lowest Officer on the overtime list if he or she will accept the overtime, Supervision shall offer as options all open scheduled overtime positions. This Officer shall have the option of choosing (1) one open overtime position from all available options.

3. After this Officer selects one of the available options, Supervision shall proceed to ask the next lowest Officer on the list, and shall likewise offer all remaining open scheduled overtime positions.

4. This process shall repeat until all available open scheduled overtime positions have been assigned.

E. Expedited overtime scheduling process for late call in situations.

1. In the event that an Officer takes any time off after the schedule is posted, Supervision shall employ the following overtime expedited scheduling process. The parties agree to this expedited process to mitigate the possibility that an Officer will be forced to take overtime.

2. Supervision shall send an electronic message to all Officers on the overtime list indicating the availability of overtime.

3. Officers will have a reasonable amount of time, based on the urgency of the overtime being filled, to respond to the electronic message indicating their availability to perform overtime.

4. Supervision shall select the Officer among these respondents with lowest charged overtime hours on the PBA overtime list.

SECTION 4 – CALL-IN PAY

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

SECTION 5 – LUNCH AND REST PERIODS

Each Officer assigned to work an eight (8) hour day will be allowed a sixty (60) minute meal period, with pay, which may be taken at a time designated by his/her supervisor, after actually working three (3) hours and before six (6) hours. When necessary, each Officer assigned to a ten (10) hour shift will receive an additional fifteen (15) minute break period with pay. The time and location of the break period will be designated by the Officer's supervisor.

Any Officer required to work up to four (4) hours beyond their scheduled work day, shall be allowed an additional thirty (30) minutes for a meal period with pay at the appropriate overtime rate.

## SECTION 6 – FLSA SECTION 207(k)

The NFTA and PBA agree and declare that all Officers 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 seven (7) consecutive days, that the partial overtime exemption provided in Section 7(k) of the Fair Labor Standards Act (FLSA) applies to the Officers' overtime compensation on a weekly basis, and that the Officers are therefore entitled to overtime compensation on a weekly basis when their time worked exceeds forty--one (41) hours and forty (40) minutes while assigned to work five (5), eight (8) hour days or forty-one (41) hours and twenty (20) minutes while assigned to work four (4), ten (10) hour days.

It is understood that Officers 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 weekly overtime compensation.

## SECTION 7 – PAYROLL/TIME RECORDS

The NFTA expressly reserves the right to change or institute new payroll and time reporting records and other reports for use in effectuating and monitoring FLSA compliance and implementing changes to related pay and overtime practices and to require officers to complete such records and reports.

## ARTICLE III – HOLIDAYS

### SECTION 1 – HOLIDAYS

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

New Year's Day  
President's Day  
Easter Sunday  
Independence Day  
Columbus Day  
Thanksgiving Day  
Christmas Day

Martin Luther King Jr. Day  
Good Friday 1/2 day  
Memorial Day  
Labor Day  
Veteran's Day  
First Monday in December

In order to be paid for a holiday, an Officer must be on full-pay status. Officers 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 Officer 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. An Officer must work on holidays when he/she is scheduled to do so, unless the Officer requests the day off and gives forty-eight (48) hours' written notice, prior to the holiday and providing manpower levels are satisfied. Holiday leave is subject to manpower requirements and will be determined by department seniority, to include all locations (BNIA and LRRT).

## SECTION 2 – HOLIDAY PAY

In the event an Officer is scheduled to work on one of the aforementioned holidays, he or she may be paid at his or her regular hourly rate for the shift worked, plus the holiday. Officers may, in lieu of holiday pay, receive a floating holiday that must be used or sold back (See Section 3) during that year from January 1<sup>st</sup> to December 31<sup>st</sup> (inclusive) subject to 48 hours prior notice to the Chief of Police for his or her approval. The option to convert holiday pay to a floating holiday applies even when a holiday falls on an Officer's regular day off or other approved leave of absence. Exception: Easter Sunday, Thanksgiving and Christmas Day. If an employee is scheduled to work on one of these holidays, he/she is to

be paid time and one half for the shift worked and reporting time plus the holiday (Article III – Holidays – Section 1 applies). An Officer 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. This time may be taken in eight (8) or four (4) hour increments.

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

When an Officer 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.

### SECTION 3 – FLOATING HOLIDAY PAY

Each Officer has the option to sell back any unused floating holidays accumulated each year between January 1<sup>st</sup> and December 31<sup>st</sup> (inclusive). Officers wishing to exercise this option must make a written application to do so during the first week in January for floating holidays accumulated in the previous calendar year.

Payment for these floating holidays shall be made in the first pay period of January, following the receipt of an Officer's request. The payment of the floating holidays will be based on the Officer's hourly rate of pay at the time each holiday occurred and will be paid in a separate check.

## ARTICLE IV – VACATION

### SECTION 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 Officer is on full-pay status.

Ten (10) hour day vacation credits – Officers assigned to work ten (10) hour days will, in addition to their other vacation accruals, earn a bonus of one (1) vacation hour for each pay period worked, or on full-pay status. The bonus hour will be earned only if the Officer was assigned to a minimum of eight (8), ten (10) hour days during any pay period. The bonus hours will be calculated and credited on a quarterly basis.

A. Entitlement

Each Police Officer shall be entitled to vacation credits as follows:

First year	Up to 13 days (104 hours)
Second year	Up to 14 days (112 hours)
Third year	Up to 15 days (120 hours)
Fourth year	Up to 16 days (128 hours)
Fifth year	Up to 17 days (136 hours)
Sixth year	Up to 18 days (144 hours)
Seventh year	Up to 19 days (152 hours)
Eighth to Eleventh year	Up to 20 days (160 hours)
Twelfth to Sixteenth year	Up to 21 days (168 hours)
Seventeenth to Twenty-first year	Up to 22 days (176 hours)
Twenty-second to Twenty-sixth year	Up to 23 days (184 hours)
Twenty-seventh to Thirty-first year	Up to 24 days (192 hours)
Thirty-second year or more	Up to 25 days (200 hours)

B. Anniversary vacation credits will be deemed earned on the Officer's anniversary date and will be credited on that date.

C. 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 minimum of one day (8) hours and will conform to the schedule in Section 2 of this Article.

D. Entitlement pro-rated: vacation credits in a fiscal year will be pro-rated in those instances in which an Officer is on unpaid leave of absence, nonjob-related disability or disciplinary suspension.

E. Vacation carryover: Vacation credits may be carried over to the next year providing the total does not exceed forty (40) days (320 hours). At the start of each fiscal year, vacation time in excess of 320 hours will be converted into sick leave in equal increments, providing it does not exceed the maximum allowed.

F. Monetary equivalent: An Officer who leaves employment with the NFTA for any reason shall be compensated for vacation that has been earned and unused. All vacation benefits will be paid to the estate of an Officer who becomes deceased while on full-pay status or who is receiving disability, worker's compensation benefits or course of duty injury pay.

G. Vacation pay: Upon request, the NFTA shall provide the Officer with his/her vacation paycheck on the last day worked prior to the commencement of his/her vacation, if such request is made at least two (2) calendar weeks prior to the commencement of the vacation and such vacation paycheck is for a minimum of two (2) weeks. Vacation time shall be taken in not less than two (2) hour increments.

H. Vacation selection: The selection of vacations will be based entirely upon the Police Officer's ranking on the seniority list. Each Officer, initially, will be allowed to select one (1) week of designated departmental vacation in accordance with his/her seniority ranking. After this has been accomplished, each Officer will be allowed to select an additional week(s) vacation in accordance with his/her seniority ranking.



For the remainder of the year, three (3) consecutive vacation days or more shall be given by seniority prior to 60 days of the requested date and shall have preference over daily vacation requests. With less than 60-day request, three (3) consecutive vacation days or more shall be granted on a first request basis.

Daily vacation requests shall be granted by seniority. After the posting of the schedule, daily vacation requests shall be granted on a first request basis. The vacation selection shall begin on the second Monday of December.

I. Vacation cash value: Officers have the option to convert vacation time into cash value twice during the fiscal year. This election must be submitted, in writing, to the Chief prior to March 31<sup>st</sup> and/or September 30<sup>th</sup> of each year. An Officer may only receive the cash value of a maximum of twenty (20) vacation days and only he/she has a minimum of five (5) vacation days left after receiving this cash value. The cash value will be paid in a separate check, the first paycheck in April or October.

J. Vacation during holiday: An Officer 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 for vacation time.

## ARTICLE V – COMPENSATION

### SECTION 1 – SALARY

Effective April 1, 2019, the NFTA shall compensate Police Officers in accordance with the salary grade schedule attached hereto and made a part hereof marked “Appendix B.”

## SECTION 2 – COURSE OF DUTY INJURY PAY

When an Officer 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 Officer's sick leave, vacation or personal leave accumulation.

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

Compensation by the NFTA to an eligible Officer injured while on duty shall normally be limited to a total of eighteen (18) 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 to an additional 12 months at the discretion of the NFTA. In no case shall an officer 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 causally related to the initial injury.

Such payments shall not be made for the Officer'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 Officer is disabled and already off from work and receiving course of duty injury pay.

If any dispute shall arise between the parties hereto as to the application of the foregoing provisions of this Section relating to the physical or mental condition of any Officer 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 Association 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 Association.

### SECTION 3 – JURY DUTY AND TESTIMONY

Upon certification from the Commissioner of Jurors, the NFTA agrees to pay all Officers summoned to serve on jury duty, their regular straight time rate. It is understood that the aforementioned compensation shall be paid to all Officers who will be assigned by the NFTA to the day shift during the period of jury service.

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

### SECTION 4 – OUT-OF-TITLE PAY

Whenever an Officer is assigned to perform the duties of a higher paid job classification, he/she shall be paid the sum of \$2.00 per hour or the difference between the hourly rate of pay of Police Officers and the hiring rate for the position of Lieutenant whichever is greater, for all hours actually worked in the higher paid job classification.

#### SECTION 5 – TRAINING PAY

If an Officer 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 the normal eight (8) hours and twenty (20) minutes or ten hours (10) and twenty minutes, as applicable or exceeds forty--one (41) hours and forty (40) minutes while assigned to work five (5), eight (8) hour days or forty-one (41) hours and twenty (20) minutes while assigned to work four (4), ten (10) hour days.

#### SECTION 6 – TRAINING OFFICER

The NFTA will compensate PBA members an additional \$3.00 per hour more than their hourly rate for those hours the PBA member is actively involved in providing formal training. The MOU dated 09/20/2018 will be incorporated as Appendix C as it relates to training.

#### SECTION 7 – COURT PAY

When an Officer 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 Officer 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) hour minimum) will not be included as time worked for overtime calculation purposes and pay for that time will not be included in an Officer'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 Officer will be paid for time spent for booking a prisoner and court pay for necessary court appearances.

#### SECTION 8 – STIPEND FOR NON-USE OF SICK LEAVE

All Officers will be eligible for a stipend for non-use of sick days as follows:

<u>Sick Days Used</u>	<u>Hours of Stipend</u>
0 days	50 hours pay
1-3 days	40 hours pay
4 or less	20 hours pay
5 or less	10 hours pay

The hourly rate shall be that to which the Officer is entitled on the last day of the fiscal year which applies. The NFTA shall pay this stipend to the Officer in a separate check, within thirty (30) days of the start-of the new fiscal year.

#### SECTION 9 – SHIFT DIFFERENTIAL

Officers who work the third shift (3:00 pm to 11:00 pm) shall receive an additional twenty (\$.30) cents per hour shift differential. Officers who work the first shift (11:00 pm to

7:00 am) shall receive an additional forty (\$.50) cents per hour shift differential. The shift differential shall be paid for all hours of actual work; excluding vacation days, personal leave, sick leave, military leave, bereavement leave and injured on duty (IOD).

## ARTICLE VI – CLOTHING ALLOWANCE/NFTA PROPERTY

### SECTION 1 – UNIFORMS AND EQUIPMENT

Effective April 1, 2019, the NFTA shall provide at no cost, all uniforms and equipment for all Police Officers (excluding Detectives) and shall replace all uniforms according to a list of eligible items determined by the Chief in an amount not to exceed \$200.00 per Officer for his/her first year of employment. A vendor designated by the Chief will be authorized for replacement of all uniforms according to a list of eligible items. A vendor designated by the Chief will be authorized for replacement of all equipment which may be selected at the officer's discretion from said vendor in the amount not to exceed \$600. Effective April 1, 2020, all equipment and/or uniforms to be replaced shall be ordered by the officer and approved by the Chief or his/her designee not to exceed \$600.00.

The NFTA will provide bulletproof vests and vest covers to all Officers. When a vest becomes worn, unserviceable or does not fit properly as determined by the Chief, or the warranty has expired, they will be replaced by the NFTA without cost to the Officer. Each newly appointed Officer will be properly fitted and issued a new bulletproof vest without expense to appointed Officer.

### SECTION 2 – UNIFORM MAINTENANCE ALLOWANCE

During the first pay period of January, 2020, the NFTA will provide \$300.00 in a separate check to each officer for uniform maintenance.

Effective April 1, 2021, the uniform maintenance allowance will be discontinued.

### SECTION 3 - NFTA PROPERTY

On or before the date of termination or separation from employment, an Officer must turn in his/her badge to the Chief. Officers 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 or supplies. Final payment will not be released until this requirement is met.

### ARTICLE VII – MEDICAL, DENTAL AND OPTICAL INSURANCE

#### SECTION 1 – MEDICAL INSURANCE

Effective upon ratification and approval, the medical insurance plans offered to active employees shall be the Traditional Blue PP0 6398 (HDHP PPO 6312) and the Traditional Blue POS 298 (POS 205) or a replacement plan (s) selected by the company.

Effective upon ratification and approval, all current (active) employees and employees hired, or recalled will contribute twelve (12%) 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).

For the PPO 6398 (HDHP PPO 6312), the company will establish a debit account (105 H) 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 refilled once each year thereafter on January 1<sup>st</sup> to a maximum of fifteen hundred dollars (\$1,500).

The NFTA reserves the right to opt out of the HDHP the Traditional Blue PPO 6398 (HDHP PPO 6312) or the Traditional Blue POS 298 (POS 205) or the Core Plan effective

the date of the signing of the memorandum of agreement and replace the coverage with substantially equivalent coverage, which the NFTA will submit to the PBA for its review and comment. If the NFTA and PBA cannot agree that the coverage is substantially equivalent, the matter will be submitted to final and binding arbitration, using the grievance and arbitration section pursuant to Article XI of the collective bargaining agreement.

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

## SECTION 2 – WAIVER OF MEDICAL INSURANCE

In the event that an Officer waives the medical insurance coverage set forth above, upon showing proof of duplicate coverage, he/she shall receive an amount per year in accordance with the following table payable no later than December 15<sup>th</sup> of each year.

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

A notice to waive coverage must be given to the NFTA no later than March 1<sup>st</sup> to be eligible for the following fiscal year's payment. In the event an Officer wishes to re-obtain medical insurance, he/she shall make application to the NFTA as soon as possible.

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

## SECTION 3 – DENTAL INSURANCE

The NFTA shall provide permanent Officers and qualifying dependents, the Group Health Incorporated (GHI) Preferred Dental Plan, effective 12/01/01, at no cost to the Officer.



#### SECTION 4 – OPTICAL INSURANCE

The NFTA shall provide permanent Officers and qualifying dependents with optical coverage equivalent to that provided to other NFTA bargaining units.

#### SECTION 5 – DISABILITY INSURANCE

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

#### SECTION 6 – LIFE INSURANCE

The NFTA shall provide each Officer of the Association with a \$5,000 group life insurance policy at no cost to the Police Officer. This coverage ceases once an Officer is removed from the payroll, for any reason or leaves the bargaining unit. The Officer shall have the option to convert to a Family Whole Life Policy at the Police Officer's expense.

#### SECTION 7 – HUMANITARIAN CLAUSE

If an Officer dies while employed by the NFTA, the Officer's family shall receive the following from the NFTA:

1. All unpaid wages due to the Officer
2. All unused vacation time and any compensatory time
3. The pro-rated share of any clothing allowance due to the Officer

#### SECTION 8 – WORKER'S COMPENSATION PAY, ETC.

Workers' Compensation benefits are allowed for job related injuries that cause disability beyond seven calendar days. Payments begin to accrue with the eighth day after disability commences. If an Officer is receiving Workers' Compensation, the NFTA will continue to pay all benefits under Article VII.

Sick leave credits shall not accrue during Workers' Compensation leave. Retirement credit is not earned during Workers' Compensation leave. Vacation longevity and

anniversary credits will be credited during Workers' Compensation leave, but vacation will not otherwise accrue. Personal leave will be credited to an Officer on Workers' Compensation leave. In any payroll period in which an Officer is on both Workers' Compensation and full-pay status, e.g., one week paid sick and one-week Workers' Compensation, any accruals due shall be pro-rated.

#### SECTION 9 – EQUIVALENT COVERAGE

The NFTA and the Association agree that all benefits (except medical insurance) 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 upon to be otherwise.

### ARTICLE VIII – RETIREMENT BENEFITS

#### SECTION 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 & SSC) with the benefits and conditions of said Retirement Plan as set forth in Sections 384-d and 384-e of the NYSR & SSC, as these statutes may be amended. The NFTA shall support membership in said Retirement Plan by making the required employer's contribution to same.

#### SECTION 2 – MEDICAL INSURANCE AFTER RETIREMENT

Effective upon ratification and approval, to be eligible for any medical insurance benefit after retirement, the retiree (Age Pre-65 or Age Post 65) must meet the following conditions:

- a. Retire with a minimum of ten (10) years of credited service with the
- b. NFTA Police Department.
- c. Employees who opt for coverage under another medical plan, may re-apply

for medical coverage with the NFTA upon a qualifying event and at the premium rate in effect at that time. Must retire from full-time employment from the NFTA/Metro.

d. Must not be eligible for coverage under another medical plan if spouse is still employed. The retiree loses his/her eligibility if they or their spouse is employed or re-employed and become eligible for medical coverage as a result of this employment.

Upon ratification and approval, there will be three (3) plans for Pre-65 retirees who retire on or after ratification and approval. Eligible employees will be permitted to select coverage (single, family or double) offered through the NFTA:

- A. The traditional Blue POS 298 (POS 205)
- B. The Core Traditional Blue PPO with RX (Traditional Blue PPO 812)
- C. HDHP, Traditional Blue PPO 6398 (HDHP PPO 6312), \$1,500 single, \$3,000

family deductible (the responsibility of the retiree(s))

Retiree (s) who select the POS 205 plan is provided if they resided in Western New York and approval service areas, as defined by the carrier, Blue Cross Blue Shield of WNY.

The Core Traditional Blue PPO with RX (“Traditional Blue PPO 812”), and the HDHP \$1500 single, \$3000 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 must elect coverage through the Core Traditional Blue PPO with RX plan option D and enroll in Medicare Part B.

For eligible age pre-65 employees, the NFTA will pay fifty percent (50%) of the monthly premium costs for Single, Double or Family Core Plan coverage, as appropriate, and retirees will be responsible for paying the other fifty percent (50%).

For those age pre-65 retirees who must elect Core Traditional Blue PPO with Rx plan Option D, the NFTA will pay fifty percent (50%) of the monthly premium cost of the Core Plan only and retirees will be responsible for paying the other fifty percent (50%). In addition, the retiree shall be responsible for paying the remaining amount of the Core Traditional Blue PPO with Rx plan Option D monthly premium cost.

Age Post-65 retirees. Eligible retirees who are 65 years of age or older who retiree on or after ratification and approval will be permitted to elect coverage offered through the NFTA: Option A, B, C or D. Option D must be elected by those retirees who live outside of WNY approved service area more than six (6) months of

For eligible age post-65 retirees, the NFTA will pay fifty percent (50%) of the monthly premium cost of Single, Double or Family coverage, as appropriate, for Options A, B or C. For those age post-65 retirees who must elect the Core Traditional Blue PPO with Rx plan Option D, the NFTA will pay fifty percent (50%) of the appropriate monthly premium cost for Option C only. In addition, the retiree shall be responsible for paying the remaining amount of the Core Traditional Blue PPO with Rx plan Option D monthly premium cost. Upon becoming eligible for Medicare, retirees/spouses of the bargaining unit will be required to take Medicare Part A&B (Part B contributions are the responsibility of the employee)

The opt out provision contained in Section 1 of this Article shall also apply to all retirees.

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

At the time of retirement, eligible employees may redeem unused sick time in values listed to apply toward their 50% share of the medical benefits cost or may opt to use the cash value buy-out, the value of which is equal to the cash equivalent of 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 current premium cost
211 – 219 days	twenty-two months current premium cost

## ARTICLE IX – SENIORITY, LAYOFF AND RECALL

### SECTION 1 – DEPARTMENTAL SENIORITY DEFINED

For the purposes of application of the collective bargaining agreement only, seniority shall be based upon the officer's uninterrupted service with the NFTA from the date the officer is sworn in as a Police Officer. Periods of authorized sick leave (including injury on duty), military leave, layoff and other authorized leaves of absence, shall not affect seniority. If the officer is away from or leaves service for any other periods of time, seniority shall be adjusted. When more than one (1) appointment is made on the same date, the seniority list (Appendix A) showing the employee's position shall determine seniority within this Agreement.

## SECTION 2 – PROBATIONARY PERIOD

Certified Officers hired to be NFTA Police Officers shall have a probationary period of twelve (12) months from the date of being sworn in. Non-certified officers shall have a probationary period of at least eighteen (18) months. This period shall conclude eighteen (18) months from the first day the officer attends the police academy for the NFTA Police Department.

## SECTION 3 – PROMOTION

Officers in the bargaining unit who are promoted to positions outside the bargaining unit, including Lieutenant, shall have a period not to exceed six (6) months leave from the Association in order to determine whether he/she likes, and are able to perform the work or whether the NFTA wishes to continue them in their new position. During this period, full dues to the Association by the Officers will be collected to include all union assessments and 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 six months, all seniority rights shall cease, except as provided in the following paragraph.

Officers in the bargaining unit who are promoted to the position of Lieutenant may return to the bargaining unit after six (6) months and before the end of twelve (12) months in a Lieutenant position with all accumulated sick and vacation time and unused personal leave. However, in the event a Lieutenant is laid off, the Lieutenant can bump a junior PBA member by utilizing his/her seniority he/she maintained prior to being promoted. In the event the laid off Lieutenant's seniority does not allow for bump, the Lieutenant will follow the Teamsters Local 264 – Article 9 – Seniority, Layoff, Recall Section 9.7 Recall of the Collective Bargaining Agreement. With regard to positions within the NFTA Transit Police Department that are not covered by the terms of this collective bargaining agreement, the NFTA agrees to make vacant positions known to the Association and accept and review applications for vacant positions submitted by Police Officers.

For all promotions to Lieutenant, the NFTA will select PBA member(s) who have at least three (3) years of uninterrupted service as an Officer to be eligible for promotion to Lieutenant.

The NFTA retains the sole and absolute right to determine which Officer is selected to fill the vacancies. Under Article I, Section 7, the Officer(s) not selected are entitled to a written statement as to the reason(s) for non-selection upon request.

#### SECTION 4 – LAYOFF

In the event that a reduction in work force is necessary, the selection of Officers affected shall be based upon department seniority within the bargaining unit, regardless of job classification.

#### SECTION 5 – RECALL

When a layoff occurs, the names of all officers laid off shall be maintained on a recall list for a period of five (5) years from the date of layoff. If a recall occurs, the individuals with the most Departmental seniority on the recall list shall be sent a notice of recall by the Company by registered mail, return-receipt requested, with a copy by regular mail to the Union President. If the NFTA does not receive notice in writing of the laid off individual's intent to return to work within fourteen (14) calendar days from the date of mailing of the notice, the offer of recall shall be deemed refused, the individual will be removed from the recall list and the next most senior person on the list will be contacted. It is the responsibility of every individual laid off to notify the NFTA, in writing, of his/her current address at the time of layoff and of any change during the recall period.

#### SECTION 6 – PROMOTION REQUIREMENTS

Eligible unit members shall be considered for promotion to Lieutenant as follows:

a. All Officers who meet the service requirement in Section 3 of this Article and who apply for promotion to Lieutenant will be required to take a test for the position. A list of applicants, by score, from highest to lowest, shall be compiled. Applicants with tie scores shall be listed by seniority date;

b. The five applicants on the list who received the highest scores on the test shall be considered eligible for promotion to an open Lieutenant position. Applicants who receive a tie score of the top five scoring applicants shall also be considered eligible;

c. Eligible applicants shall be interviewed by a panel consisting of one member selected by the PBA, one member selected by the Police Chief (which may be the Chief)



and one member selected by the Director of Human Resources and one Command Officer designated by the Chief;

d. The list of applicants with scores shall be maintained for a period of two years, provided another test has not been administered in the interim. Any extension of a list beyond two years must be by mutual consent of the parties.

No Officer may file a grievance because he or she was not selected as the successful applicant for promotion to Lieutenant.

## ARTICLE X – LEAVES OF ABSENCE WITH PAY

### SECTION 1 – PERSONAL LEAVE

Each Officer with seniority of at least one (1) year shall be entitled to five (5) days personal leave per year commencing April 1<sup>st</sup>. Officers with less than one (1) year seniority shall be entitled to a pro-rated share of personal leave days, based on their swearing-in date commencing April 1<sup>st</sup>.

Personal leave shall be used at the Police Officer's discretion and shall be granted upon written request 48 hours prior to the needed time. It shall be taken in not less than one (1) hour increments. Personal leave requested in the case of an emergency will not be denied.

At the start of each fiscal year (April 1<sup>st</sup>), any personal leave time not used by an Officer during the previous fiscal year will be converted to sick leave in equal increments and added to the Officer's accumulated sick time, providing it does not exceed the maximum allowed. However, an Officer shall have the option of carrying over a maximum of twenty-four (24) hours of personal leave time to be used within the first ninety (90) days of the next fiscal year. The election of such option must be submitted in writing to the Chief prior to March 30<sup>th</sup> of each year.

## SECTION 2 – SICK LEAVE

An Officer on full-pay status who is unable to report for work because of illness or injury will be paid sick time at their regular hourly rate and any other benefits, starting with the first scheduled work day on which the Officer is absent. Earnings for sick days will be included in the Officer's regular pay.

While an Officer is on full pay status, sick days will be earned at the rate of one-half ( $\frac{1}{2}$ ) day per biweekly pay period, up to a maximum of 180 days (1440 hours) may be accumulated. Effective 4/1/08, Officers may accumulate a maximum of 219 days (1752 hours). If a schedule of a ten (10) hour work day is assigned to any one Officer(s), this Officer(s) will accumulate an additional four (4) hours per month, no matter if it is for one week or permanently.

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 ten (10) working days per year, paid personal days or any other days off or leave while an Officer is on full pay status.

Officers have the responsibility to notify their supervisor as soon as possible (through OCC dispatch) one (1) hour prior to their scheduled shift when they are sick. If possible, this should be done prior to their scheduled working hours. For illness in excess of three (3) consecutive work (scheduled) days, the Authority may require a doctor's statement prior to returning to work. Of the maximum thirteen (13) sick days accumulated each year, an Officer may use up to six (6) paid sick days in any fiscal year without medical documentation in accordance with the conditions set forth in this Section. In order to

receive paid sick leave in excess of six (6) days in any fiscal year, an Officer must present medical documentation from the physician verifying the illness or injury.

The Chief may, at the NFTA expense, require an Officer to take a physical examination if he (Chief) believes the Officer's health may affect his/her safety or performance on the job.

### SECTION 3 – DRUG/ALCOHOL TESTING

The Association agrees to submit to Federal Government mandated drug/alcohol testing relating to Transit Law enforcement. The Association's commitment is in accordance with the provisions of Federal Regulation 49 CFR Part 32 entitled, Drug-Free Workplace Act of 1988, Procedures for Transportation Workplace Drug and Alcohol Testing Programs 49 CFR Part 40 and Federal Regulation 49 CFR Part 655, entitled Prevention of Drug and Alcohol Misuse and Prohibited Drug Use in Transit Operations.

Any additions or deletions not mandated by the Federal Government will only be implemented through joint discussion between the Association and the NFTA.

### SECTION 4 – UNION LEAVE

The NFTA grants, to the Association's Officers and shift representatives, reasonable amounts of 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 NFTA concerning the enforcement of any provisions of this Agreement
- f) Any Officer selected by the Association to represent it in any district, state, 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 NFTA receives sufficient prior written notice to obtain a replacement.

g) Both parties agree to establish a system whereby paid leave time is contributed by the Officers to a special bank for the purpose of paying the Union President and/or designee when on designated union business as mutually agreed to by the parties. Three (3) hours sick time will be deducted from each member one time per year on March 31<sup>st</sup> for assessment to the PBA.

h) The NFTA agrees to give the President or his designee, ten (10) hours PBA leave time per week to conduct PBA business. This time shall not be deducted from the established bank.

#### SECTION 5 – MILITARY LEAVE

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

#### SECTION 6 – BEREAVEMENT LEAVE

In the event of a death occurring in an Officer's immediate family (spouse, father, mother, sister, brother, son, daughter, grandfather, grandmother, grandchildren, father-in-law, mother-in-law, brother-in-law, sister-in-law, stepchildren who reside in the Officer's home and spousal miscarriage) the employee shall be entitled to a maximum of three (3) days bereavement leave. If the Officer needs to travel out of town to be with his family, he/she cannot be denied any other type of leave, for example, vacation or personal leave.

#### SECTION 7 – SICK LEAVE BANK

The Parties agree to establish a Sick Leave Bank for members of the Police Benevolent Association (PBA),

The Parties further agree to the following stipulations for the establishment and utilization of the Sick Leave Bank:

- a. PBA members who request a Sick Leave Bank must have exhausted all sick, vacation and personal leave.
- b. PBA members must have at least twenty (20) sick leave days to their credit at the time of contribution.
- c. PBA members may contribute a maximum of three (3) sick days, twenty-four (24) sick leave hours in units of eight (8) hours only.
- d. PBA members desiring to contribute to the Sick Leave Bank may do so by completing an authorization form obtained from the PBA.
- e. Upon completion, the authorization form(s) must be forwarded to the Human Resources Department.
- f. The Director of Human Resources shall submit the original document(s) to the PBA member's Chief or designee for certification that the PBA member has at least twenty (20) sick leave days to his/her credit at the time of contribution.
- g. The departmental timekeeper shall deduct the contribution to the Sick Leave Bank from the PBA member's sick leave balance and certify that the appropriate deduction has been made. Copies of the authorized contribution form(s) must be forwarded to the Manager of Accounting Services to ensure that the proper sick leave deductions are made.
- h. The original authorization document shall be retained in Human Resources for placement in the contributing employee's personnel file.
- i. Contributions to the Sick Leave Bank may not be rescinded once the authorization document has been submitted to the Chief or his designee.
- j. The Sick Leave Bank shall be closed to contribution when said bank reaches thirty (30) sick leave days per year.
- k. Contributions to the Sick Leave Bank shall be solely credited to the sick leave account for whom the Sick Leave Bank is established and the utilization of the sick leave days shall not be retroactive in nature.
- l. A holiday, as recognized in the PBA collective bargaining agreement, shall be considered to be a workday and sick leave day must be utilized.
- m. While utilizing the sick leave days from the Sick Leave Bank, the PBA member shall not accrue any leave time or benefits on his/her own behalf.
- n. Verification of medical disability must be submitted to the Chief or his designee on a biweekly basis.

o. The Sick Leave Bank shall terminate upon the PBA member's return to work, upon exhaustion of the maximum thirty (30) sick leave days or, upon retirement or death, whichever occurs first.

p. If the Sick Leave Bank terminates prior to the exhaustion of the maximum thirty (30) sick leave days, the remaining sick leave days shall be deducted from the sick leave account of the PBA member.

q. Upon termination of the Sick Leave Bank, the remaining sick leave days shall be dissolved and said days will not be returned to the PBA member(s) contributing to the sick leave bank, nor will the contribution of the sick leave days be counted against the PBA member(s) his/her stipend for non-use of sick leave.

#### ARTICLE XI – GRIEVANCE AND ARBITRATION PROCEDURE

The NFTA and the PBA desire that all Officers of the PBA be treated fairly and equitably. It is intended that this grievance procedure will provide a means of resolving grievances at the lowest level and that nothing in this Article should be interpreted as discouraging an Officer of his representative from discussing any problem in an informal manner with his immediate supervisor or department head. Such discussion shall not interfere with the right of any Officer to process grievance procedure.

Grievances shall be processed in accordance with the provisions of this Article. The term "grievance" as used herein shall mean a complaint by either party to this contract that there has been a violation, misapplication, misinterpretation or inequitable application of this Agreement, provided, however, that the terms "grievance" shall not apply to any matter as to which (a) method of review is prescribed or provided by law or by any regulation having the force of law; or (b) the NFTA is not empowered to act.

To encourage the resolution of the grievance at the department level, it shall be the fundamental responsibility of supervisors at all administrative levels to make prompt

determination respecting grievances in accordance with these procedures, from coercion, interference, restraint, discrimination and reprisal by any person or party to this Agreement.

An Officer may be represented at all steps of this grievance procedure by the PBA or counsel, or both. All grievance meetings shall be mutually agreed upon and scheduled by the parties.

When several members of the PBA have an identical grievance, the PBA may select one individual case for processing, with the understanding that the decision in such case shall be applied to the other identical case(s).

A record of all grievances filed pursuant to these procedures and the disposition made thereof shall be maintained by the NFTA Police Department for reference purposes.

The time limit specified herein shall be observed, unless extended in writing by mutual agreement of the parties. Failure of the grievant to request review of a determination made at any step of the grievance procedure within the specified limit shall automatically conclude the grievance process as to such grievance.

A grievance shall be filed within ten (10) working days from the time the grievant became aware of the facts or omissions, that gave rise to the grievance, unless for good cause, the grievant is unable to do so. Grievances must be signed by the Officer and an Association Officer. Class Action grievances must be signed by an Association Officer. Only the Association shall be authorized to seek arbitration.

#### STEP 1

Prior to filing a written grievance, the grievant or association representative shall present his/her grievance verbally to his/her immediate supervisor and attempt to adjust the matter.

## STEP 2

If the grievance is not satisfactorily adjusted or resolved at Step 1, the grievant shall present his/her grievance in writing on a form to be provided by the Association, to the Chief or his designee within ten (10) calendar days of the time he or she became aware of the factors or omissions that gave rise to the grievance, unless for good cause, the grievant is unable to do so. The written grievance shall contain a factual statement outlining the acts constituting the grievance, date, time and place of the grievance occurrence and the relief requested. The written grievance shall contain the Section of the collective bargaining agreement allegedly violated. The Chief and/or his designee shall reply within fourteen (14) calendar days of the receipt of the grievance.

## STEP 3

If the grievance is not satisfactorily adjusted or resolved at Step 2, the PBA within fourteen (14) calendar days shall forward the grievance to the Director of Human Resources or his or her designee, who shall respond within ten (10) calendar days.

## STEP 4

If the grievance is not satisfactorily adjusted or resolved at Step 3, the Association may, within thirty (30) days of receipt of the Step 3 decision, file a written demand for arbitration with the Director of Human Resources or his/her designee. The parties agree to establish a rotating list of three (3) Arbitrators acceptable to both parties, with the initial order of names on the list to be set by draw. They are:

1. Jeffrey Selchick
2. Michael Lewandowski

When a demand for arbitration is filed, the case will be assigned to the first/next



Arbitrator on the list, provided that arbitrator is available to hear the case on a date available to the parties within one hundred and twenty (120) calendar days, unless that time condition is waived by the parties. If the initial arbitrator contacted is not available within that 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.

#### STEP 5

Should any person be aggrieved by the determination as provided for in this Article, application may be made for judicial review as provided by law.

### ARTICLE XII – DISCIPLINE PROCEDURE

#### SECTION 1 – DISCIPLINARY ACTION

Upon completion of an eighteen (18) month probation period from the date of being sworn as an NFTA Police Officer, an Officer shall become permanent and shall not be terminated or otherwise subject to any discipline except for just cause. Certified Officers hired into the NFTA shall have a probation period of twelve (12) months from the date of being sworn, and then shall become permanent and shall not be terminated or otherwise subject to discipline except for just cause. The only procedure for taking disciplinary action shall be set forth in this Article.

No disciplinary action shall be commenced more than one (1) year after the occurrence of the wrongdoing complained or its discovery, if later. However, such limitation shall not apply where the wrongdoing complained of would constitute a crime.

## SECTION 2 – PROCEDURE

An Officer against whom disciplinary action is taken, shall be served in written notice of the reason for such discipline and the penalty imposed; a copy of the discipline will be forwarded to the PBA President also. The discipline may be the subject of a grievance which shall be filed in accordance with the procedures set forth under the Grievance and Arbitration Article of this Agreement. No member of this bargaining unit shall be unreasonably threatened with any disciplinary action without due process.

If discipline is based upon a complaint, and if the complaint is deemed unfounded, the Officer retains his rights to pursue the individual who filed the complaint either civilly or criminally. Any complaint deemed unfounded shall have a finding attached reflecting the outcome of the investigation.

## SECTION 3 – BILL OF RIGHTS

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

2. When any Police Officer of the bargaining unit is under investigation and subjected to interview by his/her superiors, or any other members of the Police Department which could lead to punitive action, such interrogation shall be conducted under the following conditions. For the purpose of this Article, punitive actions are defined as any

such action which may lead to dismissal, verbal warning, written reprimand or suspension for the purpose of punishment.

a. An Officer 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/her during any questioning.

b. Identification of investigating Officer(s): A Police Officer that is under investigation must be informed of the Officer in charge of the investigation and the names of the Officers who will be conducting any interrogation.

c. Length of the interview: The length of the interview must be reasonable, with rest periods being called periodically, for personal necessities, meals, telephone calls and rest.

d. Coercion: A Police Officer will not be threatened with transfer, dismissal or any other discipline as a means of obtaining information concerning the incidents under investigation. An Officer will not be subject to abusive language or promised a reward as an inducement for answering questions.

e. Recording of interview: Any interview of a Police Officer for disciplinary violation, must be recorded either mechanically or by stenographer, unless waived in writing by the Officer and co-signed by an Association officer. Any off the record conversation/questions will not be used as an admission in any disciplinary case.

f. No Officer shall be given a polygraph examination for any reason.

g. No Association member may be ordered to investigate another Association member.

## ARTICLE XIII – SAFETY AND WELFARE

### SECTION 1 – SAFETY DEVICES

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

All patrol vehicles will be maintained efficiently by the NFTA for maximum safety precautions and reliability.

The NFTA shall make bullet proof vests available to Officers, and shall provide for such and replace when necessary.

## ARTICLE XIV – PERSONNEL FILE

### SECTION 1 – DISCIPLINARY MEMO OR NOTICE

No disciplinary memo or notice of any nature which might reflect adversely upon the Officer's character or career will be placed in any personnel file without his/her knowledge. The Officer 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 and notices may be subject to review and removal.

### SECTION 2 – UNSUPPORTED CHARGES

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

### SECTION 3 – INSPECTION

Upon request of the Officer concerned, his/her complete personnel file(s) wherever maintained, shall be made available to him/her for review. Any review must take place in the presence of the Chief of Police and/or the Director of Human Resources or their designee(s).

For the purpose of determining equality of treatment among members who are the subject of impending or recent disciplinary action, the PBA shall have the right to inspect any and all disciplinary memos, notices, etc. and all counseling memos in any unit member's personnel file(s) without the express consent of the officer. PBA inspection of any other portions of the personnel file(s) of an officer, including any medical file/information or workers' compensation file, will require a release from the officer or a lawful order or subpoena issued by a court, administrative agency or arbitrator.

This provision does not apply to internal affairs files.

### ARTICLE XV – MISCELLANEOUS BENEFITS

#### SECTION 1 – BULLETIN BOARDS

The NFTA agrees to allow authorized officers of the Association to use the designated bulletin boards for posting official Association notices, 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

The PBA agrees to reproduce a sufficient number of copies of this agreement in a 4"x 6" booklet form, for each association member and an additional twenty (20) copies for any future new members or associates. The NFTA will receive thirty (30) copies of the 4"x 6" booklet. The cost of printing will be shared as follows: 50% NFTA/50% PBA.

## SECTION 3 – MILEAGE ALLOWANCE

If an Officer is requested by management to work at another location, the Police Department must provide transportation for the Officer or a minimum of the approved IRS rate per mile shall be paid for the use of the Officer's personal vehicle (or shall reflect the current rate set by the Board of Commissioners). Officers may not be required to use personal vehicles in the course of their duties.

## SECTION 4 – OUT-OF-AREA ASSIGNMENTS

An Officer on out-of-area assignment shall be paid the reasonable cost of travel, meals and lodging when approved by the Chief of Police.

No Officer shall suffer any loss or diminution in benefits by reason of temporary assignment.

## SECTION 5 – POLICE FACILITIES

The NFTA will provide a heated enclosed area or office in each underground rail station for police use only, to be maintained by the NFTA and kept clean and sanitary. Similar facilities will be provided at the Buffalo Niagara International Airport.

## SECTION 6 – INDEMNIFICATION

In the event a Police Officer is named as a defendant in a civil lawsuit and the suit arises out of the Officer's enforcement of his/her duties and is based upon actions taken by

the Officer which are within the scope of his/her employment and authority, whether on or off duty, the NFTA at its option, shall either furnish a defense for the Officer or assume reasonable attorney fees and other reasonable cost of defense.

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

#### SECTION 7 – COMMUNICABLE DISEASE

The NFTA agrees to work with the department and the PBA to offer education and make available, any treatments regarding airborne and blood borne pathogens relating to diseases such as HIV, Tuberculosis, Hepatitis, etc. that an Officer may have contact with during the course of his/her duties. In the event that an Officer contracts any one of these universal precaution type diseases, which can reasonably be attributed to his/her employment, the NFTA will consider this illness an on-duty injury.

#### SECTION 8 – REIMBURSEMENT FOR DAMAGE TO PERSONAL PROPERTY

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

#### SECTION 9 – PHYSICAL FITNESS EQUIPMENT

The NFTA shall maintain, in good working order, all physical fitness equipment at Police Headquarters and BNIA.

#### SECTION 10 – MAIL

Any and all mail, whether interdepartmental or U.S., addressed to an individual Police Officer at any designated area of the Police Department, will not be opened except by the addressee, excluding court notices.

The NFTA shall install a locking mailbox for the PBA's exclusive use at police headquarters and provide two (2) sets of keys to the PBA President.

#### SECTION 11 – PRIVACY

The NFTA and its employees shall not forward to anyone outside the Police Department, any personal or private information regarding an Officer without the Officer's written authorization beyond what is required by law

#### SECTION 12 – DUE RESPECT

In order to maintain the good order and morale of the Police Department, each member of the Department shall extend proper respect to all fellow Officers while on duty, regardless of rank.

#### SECTION 13 – DAYLIGHT SAVINGS TIME

All Association members who are working the first shift (midnight shift) when the clocks are turned forward or back as a result of daylight savings time, shall be compensated as follows:

1. In the event that an Officer is required to work a nine (9) hour shift as a result of daylight savings time, the Officer shall be compensated at a rate of time and one half for the ninth hour.

2. In the event that an Officer works a seven (7) hour shift as a result of daylight savings time, the Officer shall be compensated at his/her regular rate of pay for the entire eight hour shift.

#### SECTION 14 – LEAVE OF ABSENCE WITHOUT PAY

A member of this Association 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 long as he/she is full time member of this Police Department.

Any full-time member of this Association 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 – DISCRIMINATION

The Employer and the Union agree that they shall not discriminate against any officer on the basis of any characteristic protected by New York State or Federal Law & that the terms and conditions of this Agreement shall be applied to both the Employer and the Union in a manner consistent with the provisions of such New York State & Federal Law.

#### SECTION 16 – K-9 UNIT (EXPLOSIVE DETECTION & NARCOTICS)

The NFTA agrees to permit the K-9 units to train with other agencies with the permission of the Chief or his designee. It is understood that certain training aids are not permitted to be removed from certain areas.

The NFTA agrees to furnish properly equipped vehicles for each K-9 unit while on NFTA property.

The NFTA agrees to furnish each K-9 unit with a portable radio, which the Officer can take with him at all times. Each radio will be programmed with the appropriate channels for proper communication.

The NFTA will furnish each K-9 unit with a pager for on-call status.

The NFTA agrees to pay for:

1. All medical expenses for each K-9 dog
2. All food and treats

3. Authorized maintenance items for dog and handler

Training/care, etc., of Explosive Detection and Narcotics K-9 dogs at seven (7) hours per week at K-9 Officer's rate of pay (straight time or overtime as applicable).

The NFTA agrees to allow K-9 Officers to take their K-9 vehicles home for the specific purpose of transporting dogs to and from their work location.

K-9 Officers overtime will be distributed on a rotating basis with the K-9 having the least overtime within the Department being the first K-9 Officer called for K-9 related events, followed by the next lowest K-9 Officer in overall Department overtime and so forth. Seniority rights within the K-9 Unit shall be based on the date of appointment to K-9. In the event of a layoff – Article IX – Section 4 will apply.

SECTION 17 – COMPENSATORY TIME

Officers shall have the option of requesting to have court hours/overtime hours worked being compensated as compensatory time rather than wages.

For each court hour/overtime hour worked, the Officer may receive compensatory time at the appropriate rate (when wage payment would be at time and one-half, compensatory time will be accrued at time and one-half).

Officers must notify the Police Department, in writing, prior to the end of the pay period when the overtime occurring if they wish to defer overtime wages to compensatory time.

Officers may only accumulate a maximum of 120 hours of compensatory time during each fiscal year.

The use of compensatory time will be subject to the same provisions that apply to the use of vacation time (Ref Article IV, Section 1, Par. G) and as specified herein this Section.

Compensatory time must be used or redeemed for its cash value during the fiscal year which it was accrued. Payment for unused compensatory time will be made during the first pay period in April.

Compensatory time may be taken in one-hour increments provided that increments less than four (4) hours be used either immediately prior to or at the end of the work shift.

The granting or denying of the use of compensatory time is at the sole discretion of the Chief, provided that it is consistent with FLSA provisions and regulations.

#### SECTION 18 – ACCIDENT INVESTIGATION

An Officer who is assigned to conduct accident investigation by the Chief or his designee, is a uniformed position covered by the terms of this Agreement. Officers assigned to conduct accident investigation will be issued a cell phone paid for by the NFTA, for official NFTA business. The cell phone is issued at the sole discretion of the Chief and is subject to recall by the Chief.

#### ARTICLE XVI – 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 the Agreement. If this clause is invoked or deemed unconstitutional, the parties will meet immediately to renegotiate.

## ARTICLE XVII – MANAGEMENT RIGHTS

Except as expressly limited by the provisions of this Agreement, all of the authority rights and responsibilities of the NFTA 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:

1. To determine the mission and policies of the NFTA
2. To determine the facilities, methods, means and number of personnel; to designate the members needed to carry out the NFTA's missions and to introduce new or improved methods or facilities

## ARTICLE XVIII – 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 effect until March 31, 2022 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.

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

the 22<sup>nd</sup> day of August 2019

NFTA POLICE BENEVOLENT ASSOCIATION

Walt A. East

Don Tress

J. Messina

[Signature]

[Signature]

Muhammad Bozurb

NIAGARA FRONTIER TRANSPORTATION AUTHORITY

By: [Signature]

Kimberley A. Minkel,  
Executive Director

## APPENDIX A

	<u>NAME</u>	<u>SENIORITY DATE</u>
1.	DET. KEVIN SCHILLING	12/17/1984
2.	PO RUSSELL ALAIMO	03/18/1985
3.	PO JOSEPH AMOIA	03/02/1988
4.	PO JOHN LOHR	09/07/1988
5.	PO MICHAEL GREEN	05/14/1992
6.	PO DAVID ZARBO	11/30/1993
7.	PO MICHAEL A. BIELANIN	04/11/1996
8.	PO ROBERT M. GAWLAK	02/23/1998
9.	DET. RICHARD W. LEWIS	08/17/1998
10.	PO MARK DOLE	05/03/1999
11.	PO ANDRE C. TAIBBI	06/12/2000
12.	PO DeETTE C. IACOVITTI	06/12/2000
13.	PO BARRY D. BULLUCK	07/24/2000
14.	SI CHRISTOPHER DIPASQUALE	07/31/2001
15.	PO JOHN L. POPP	08/13/2001
16.	DET. JOHN B. POLITOWSKI	10/29/2001
17.	PO CARNEY III, EDWARD J.	11/12/2001
18.	PO CAPOZZI, MARIO	08/05/2002
19.	PO DROZDIEL, DAVID	01/28/2003
20.	PO VINCENT A. MANCINO	01/05/2004
21.	PO CRAIG D. PELLITTIERI	02/14/2005
22.	DET. CRAIG V. PALLADINO	02/14/2005
23.	PO MELISSA S. BAKER	07/28/2005
24.	PO FRANCO, TAMEEKA	07/28/2005
25.	PO CASEY R. COGGINS	07/20/2006
26.	PO LOUIS R. LOUBERT	07/20/2006
27.	PO CHRISTIE L. CLIFFORD	08/01/2006
28.	PO MICHAEL E. DAU	12/27/2006
29.	DET. JASON KOELLE	02/22/2008
30.	DET. THOMAS DEWEY II	03/18/2008
31.	DET. SHAWN MCDONELL	07/29/2008
32.	PO BRATEK, JACOB	07/29/2008
33.	PO GRAHME LANDIS	07/29/2008
34.	PO MICHAEL BOGULSKI	01/14/2009
35.	PO BRIAN PERNICK	01/14/2009
36.	PO NICHOLAS A. NESCI	07/09/2009
37.	PO WILLIAM J. RUTKOWSKI	07/09/2009
38.	PO LUKE T. WHELAN	07/09/2009
39.	PO FONTANA, MICHAEL J.	09/20/2010
40.	PO NOWAKOWSKI, LAUREN A.	09/20/2010
41.	PO SYRACUSE JR, RICHARD J.	01/26/2015
42.	PO NICHOLAS A. CACCIATORE	02/04/2015
43.	PO DINA K. BIGHAM	04/26/2015

44.	PO	MICHAEL K. KLEIN	04/27/2015
45.	PO	SHAWN P. DALTON	07/27/2015
46.	PO	DEAN TIRONE	07/28/2015
47.	PO	JARED R. MESSINA	07/29/2015
48.	PO	ROBERT P. GOULD	07/30/2015
49.	PO	JORDAN J. LAMBERT SR,	08/10/2015
50.	PO	CHARLES T. SZYMBORSKI	09/08/2015
51.	PO	AARON P. DINDERSKI	10/01/2015
52.	PO	JUSTIN R. GLODOWSKI	01/04/2016
53.	PO	ELLIOTT M. JUSTINGER	01/14/2016
54.	PO	NATHANIEL N. WRIGHT	01/31/2016
55.	PO	MARISA M. MAURO	10/04/2016
56.	PO	MATTHEW K. MEYER	05/09/2017
57.	PO	JOHN A. BLUMAN, JR	05/10/2017
58.	PO	MARIA L. FERRUCCI	05/15/2017
59.	PO	SCOTT C. ALDINGER	06/19/2017
60.	PO	KENNETH C. BIGHAM	03/05/2018
61.	PO	ERIC M. MILKS	03/06/2018
62.	PO	COLLIN M. GRIFFITHS	05/21/2018
63.	PO	LAUREN E. GAWLAK	05/22/2018
64.	PO	KYLE J. ALLEN	08/06/2018
65.	PO	DUSTIN A. CALAVANO	09/16/2018
66.	PO	RICHARD JANISZESKI	09/17/2018
67.	PO	DANIEL P. BOURQUE	01/21/2019
68.	PO	ANTHONY R. DOMROS	03/03/2019
69.	PO	CAMERON M. DAWLEY	04/29/2019
70.	PO	BILAL CLAY	04/30/2019
71.	PO	JAMIE MALONEY	05/19/2019

## APPENDIX B

### PBA - WAGE TABLE CONTRACT 4-1-19 - 3-31-22

#### **Annual Salary:**

Prior - FYE19

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Officer/Detective	\$52,541	\$58,272	\$60,166	\$62,229	\$64,363	\$66,713

Year 1 - FYE20 2.35%

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Officer/Detective	\$55,125	\$60,991	\$62,930	\$65,041	\$67,226	\$69,631

Year 2 - FYE21 2.35%

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Officer/Detective	\$56,671	\$62,675	\$64,659	\$66,820	\$69,055	\$71,517

Year 3 - FYE22 2.35%

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Officer/Detective	\$58,503	\$64,648	\$66,679	\$68,890	\$71,178	\$73,698

#### **Hourly:**

Prior - FYE19

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Officer/Detective	\$25.2600	\$28.0154	\$28.9262	\$29.9177	\$30.9438	\$32.0736

Year 1 - FYE20 2.35%

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Officer/Detective	\$26.5026	\$29.3228	\$30.2550	\$31.2698	\$32.3200	\$33.4763

Year 2 - FYE21 2.35%

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Officer/Detective	\$27.2456	\$30.1320	\$31.0862	\$32.1248	\$33.1997	\$34.3832

Year 3 - FYE22 2.35%

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Officer/Detective	\$28.1263	\$31.0805	\$32.0571	\$33.1201	\$34.2203	\$35.4316



APPENDIX B - continued

New hired officers will receive a salary of \$20.00 per hour while in academy training. Upon successful completion of training and upon assignment of police duties, Officers will start at Step 1.

Those Officers will move to Step 2 after six (6) months of satisfactory service. Officers will be eligible to move to each successive step, on satisfactory service, on the one-year anniversary of Step 2.

While in academy training, Officers will earn leave time but will not be permitted to use it until training is completed. During training period, the reporting time provisions of this contract will not apply.

PBA members promoted to the rank of Lieutenant will promote step to step, upon ratification and approval. PBA members who promote not at Step 4 will have step increase at 12 months intervals from the date of promotion, provided that their service is determined satisfactory by the Chief of Police.

LONGEVITY PAY

Effective 4/1/11:	5 – 9 years	\$ 700.00
	10 – 14 years	\$ 900.00
	15 – 19 years	\$1,100.00
	20 years and above	\$1,300.00

## APPENDIX C

MEMORANDUM OF AGREEMENT  
BETWEEN  
THE NIAGARA FRONTIER TRANSPORTATION AUTHORITY  
TRANSIT POLICE DEPARTMENT (DEPARTMENT)  
AND  
THE NFTA POLICE BENEVOLENT ASSOCIATION (PBA)

WHEREAS, the Department and PBA are parties to a collective bargaining agreement (CBA) with a term of April 1, 2011 to March 31, 2019, and

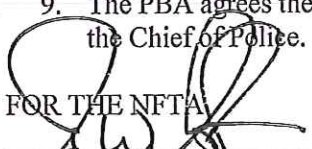
WHEREAS, the PBA has filed a grievance regarding the vacancy in the Training Officer position described in Article V, Section 6 of the CBA and compensation for PBA members while performing such training duties, and

WHEREAS, the parties seek to find a mutually acceptable resolution of this grievance,

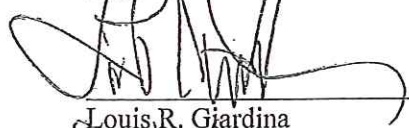
NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The Department will compensate members of the PBA at the contractual rate negotiated in Article V, Section 6 of the CBA for the vacant Training Officer position. This contractual rate will be an additional \$3.00 per hour more than the hourly rate set forth in Appendix B of the CBA for an officer with the same length of service.
2. Such compensation will be paid for those hours the Officer is actively involved in providing formal training.
3. Compensation will not be paid for any hours spent planning or organizing formal training.
4. Formal training will include any training directly provided to members of the Department.
5. Formal training will also include training provided under the direction of the Erie County Law Enforcement Academy when the Training Officer is officially detailed to such assignments.
6. Training compensation will not be paid for Field Training Officer (FTO) training assignments.
7. Members of the Teamsters Local 264 bargaining unit who have previously completed the "Instructor Development" course as a member of the PBA may provide department formal training only if a member of the PBA is unavailable, or such training is conducted jointly by a member of the PBA and a member of Teamsters Local 264.
8. The Department will reserve all training opportunities that qualify an Officer for the position of Training Officer to PBA members, provided that the Department may continue to provide specialized supervisor training not pertinent to the qualifications for the position of Training Officer to members of the Teamsters Local 264 bargaining unit.
9. The PBA agrees the staffing of the Training Officer position as noted in the CBA lies strictly with the Chief of Police.

FOR THE NFTA


  
George W. Gast, Chief

9/11/18  
Date

  
Louis R. Giardina

9-11-18  
Date

FOR THE PBA

  
Louis Loubert, President PBA

9/20/2018  
Date