

**AGREEMENT**  
**BETWEEN**  
**NIAGARA FRONTIER TRANSPORTATION AUTHORITY**  
**AND**  
**INTERNATIONAL LONGSHOREMEN'S ASSOCIATION LOCAL 1949**

**April 1, 2018 – March 31, 2022**

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THIS AGREEMENT made and entered into on the 20<sup>th</sup> day of December 2018 by and between NIAGARA FRONTIER TRANSPORTATION AUTHORITY, a body corporate and politic, constituting a public benefit corporation, organized and existing pursuant to Chapter 717 of Laws of 1967 of the State of New York, as amended, with its principal office for the transaction of business at 181 Ellicott Street, in the City of Buffalo, County of Erie and State of New York, (hereinafter referred to as "Employer") and the INTERNATIONAL LONGSHOREMEN'S ASSOCIATION LOCAL 1949 (hereinafter referred to as "Union").

**WITNESSETH:**

**ARTICLE 1 – RECOGNITION/UNION MEMBERSHIP**

**SECTION 1 – JOB TITLES**

Pursuant to PERB Case No. C-0018 and C-0476, the Employer recognizes the Union as the representative of its permanent employees at the Buffalo Niagara International Airport, Niagara Falls International Airport, Metropolitan Transportation Center, Operations Control Center, 1404 Main Street, Facilities Maintenance, Property Management and Niagara Falls Transportation Center as listed by title on Page 2.

**COLLECTIVE BARGAINING UNIT JOB TITLES**

**AIRPORT DIVISION**

Electrician	A
Mechanic	A
Sr. Groundsperson (BNIA)	A
Sr. Airport Attendant (NFIA)	A
Groundsperson I (BNIA)	A
Fuel Farm Technician (BNIA)	A
Lead Mechanic Maintenance Facility – NFIA	A
Maintenance Person / Painter	A
Groundsperson II (BNIA)	B
Sr. Maintenance Person (BNIA)	B
Airport Attendant I (NFIA)	B
Airport Attendant II (NFIA)	C
Custodian Group Leader (BNIA)	C
Sr. Fieldperson (BNIA)	C
Fieldperson (BNIA)	C
Custodian (BNIA)	E
Custodian II (BNIA)	F

FACILITIES MAINTENANCE

Trade Person Utility/Electrician	A
Trade Person Utility/Carpenter	A
Trade Person Utility/Painter	A
Trade Person Utility/Plumber Facilities Maintenance	A
Trade Person Utility/HVAC	A
Trade Person Utility/Plumber	A

PROPERTY MANAGEMENT

Mechanic	A
Mechanic (Police)	A
Sr. Maintenance Leader	A
Sr. Maintenance Person	A

METROPOLITAN TRANSPORTATION CENTER

Custodian Group Leader (MTC)	C
Custodian	E
Custodian II	F

1404 MAIN STREET

Custodian	E
Custodian II	F

NIAGARA FALLS TRANSPORTATION CENTER

Custodian	E
Custodian II	F

SECTION 2 – DEFINITIONS

The terms “employee”, “member”, or “union member” are used interchangeably herein to refer to permanent employees of the Employer on a full pay status, who are represented by the Union and whose terms and conditions of employment are governed by this Agreement. “Permanent full time employee” means a person who works for the NFTA in a full-time position which has been formally and specifically created by title by the Board of Commissioners or their designee in the annual budget or at such other time as the Board or their designee shall determine. Employees hired on a temporary basis in a job classification covered by this Agreement may be retained as a temporary employee for a period not to exceed two (2) months. (Exception: temporary employees who are filling in for permanent employees who are on

disability, sick leave or worker's compensation, approved leave of absence and temporary employees hired on a seasonal basis as "summer help." If retained beyond two (2) months, the position will be posted and filled in accordance with Article VII, Section 5. Temporary employees shall not be given overtime or work premium days, unless all permanent employees in the appropriate job classification have been given the opportunity and declined the work. All temporary employees in job classifications covered by this Agreement, will be laid off prior to permanent employees being laid off.

### **SECTION 3 – ILA REPRESENTATIVES**

The Union will advise the Employer, in writing to the Human Resources Department, of the names and titles of each of its officers, stewards and any other duly authorized representative, and will promptly give the Employer written notification of any changes during the term of this Agreement, within two (2) calendar weeks of any such change.

### **SECTION 4 – CHECKOFF**

Upon written authorization by a Union member, the employer agrees to make payroll deductions for Union membership initiation fees and Union dues, in equal installments during the first and second pay period of each month. The amounts so deducted shall be forwarded to the Financial Secretary of the Union.

### **SECTION 5 – REPORT**

A list of such deductions showing names and amounts deducted for such members shall accompany the biweekly remittance report to the Financial Secretary of the Union, which shall be forwarded within one (1) calendar week of the deduction.

### **SECTION 6 – UNION ASSESSMENTS**

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

## **SECTION 7 – UNION DUES DEDUCTION (Agency Shop)**

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

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

The ILA should hold the NFTA harmless against any and all suits, claims, demands and liabilities arising out of any action of the NFTA implementing or deducting amounts of money from wages under this Section.

## **SECTION 8 – UNION BUSINESS**

The President or his/her designated representative, if the President is unavailable, shall be allowed to investigate and process grievances for reasonable periods of time without loss of pay, and shall be allowed to attend any formal or informal disciplinary hearings covering matters between the NFTA (Employer) and the ILA Local 1949 bargaining unit. The Unit President, or his/her designee, shall be allowed time off with pay to participate in grievance arbitrations and PERB procedures. The Department Head/Manager at each facility shall be notified by the President or his/her representative to be absent from their work location for the purpose of conducting Union business.

ILA Local 1949 shall provide written notification to the NFTA (Employer) within thirty (30) calendar days following election or selection of ILA officers. Failure on the part of ILA Local 1949 to timely notify shall release the NFTA (Employer) from any obligation to grant time off with pay, under Section 8 set forth above, until ILA Local 1949 provides notification as provided in this Section.

## **ARTICLE II – HOURS OF WORK**

### **SECTION 1 – WORK WEEK**

The scheduled work week shall not exceed forty (40) hours, spread equally over five (5) work days within any calendar week commencing midnight Saturday, eight (8) hours per day.



The workday shall begin and end at twelve o'clock midnight. The two (2) days off per workweek shall be consecutive. Days off shall not be scheduled so as to result in any employees being scheduled to work seven (7) or more consecutive days in a work week.

Notwithstanding the foregoing, at each facility the scheduled workweek may, when feasible and by mutual agreement, consist of four, ten (10) hour days.

### **SECTION 2 – OVERTIME ELIGIBILITY**

For time actually worked in excess of eight (8) hours in any work shift or in excess of forty (40) hours in any work week, or on any previously scheduled days off, the Employer agrees to pay the employee at one and one-half times the appropriate hourly rate, except for holidays.

### **SECTION 3 – WORK HOURS**

Subject to change as provided in this Article, the following schedule of shifts shall generally apply:

12:00 midnight - 8:00 AM (1<sup>st</sup> shift)  
8:00 AM – 4:00 PM (2<sup>nd</sup> shift)  
4:00 PM – 12:00 midnight (3<sup>rd</sup> shift)

In addition, the NFTA may implement an alternate schedule as follows:

11:00 PM – 7:00 AM (1<sup>st</sup> shift)  
7:00 AM – 3:00 PM (2<sup>nd</sup> shift)  
3:00 PM – 11:00 PM (3<sup>rd</sup> shift)

Employees will be afforded a fifteen (15) minute cleanup period before the end of their shift.

The weekly work schedule for each employee shall be posted on Thursday (12 noon) of the preceding week. When possible, at least forty-eight (48) hours' prior notice will be given of any change. If not posted, employees shall follow the previous week's schedule. The Employer has the right to change the above listed shifts for legitimate business reasons at each facility, providing the Union is notified and changes are posted in accordance with this Section.

### **SECTION 4 – BIDDING SHIFTS - (BNIA, NFIA, MTC, Facilities Maintenance, OCC, NFTC, Properties and 1404 Main Street)**

When a vacancy occurs at the above locations, and when the NFTA decides to fill said vacancy, employees assigned to the location where the vacancy occurred may bid, by seniority, to fill said vacancy. New employees will fill the shift that remains when all employees exercise their seniority rights.

Members may exercise a bump, by seniority, quarterly during the calendar year; however, the employee must remain on said shift for the quarter or bid during the quarter when a vacancy occurs.

#### **SECTION 5 – WORK SCHEDULES**

The weekly work schedule for each employee may be posted on Thursday (12 noon) of the preceding week. Work schedule shall consist of shift and RDOs (regular days off).

The NFTA (Company), when possible, will provide seventy-two (72) hours' notice of any shift or RDO (regular days off) change. If not posted, employees shall follow the previous week's schedule.

The Employer has the right to change the above listed shifts for legitimate business reasons at each facility, providing the Union is notified and work schedule changes are posted in accordance with this Section.

Prior to posting, the NFTA (company) shall notify an employee if there is a schedule or shift change when an employee is on any leave such as personal leave, vacation leave, sick leave, regular days off or returning from workers' compensation or disability, etc.

#### **SECTION 6 – EMPLOYER RIGHTS – UNIFORM TIME CLOCK POLICY**

It is understood that the sole responsibility and authority for determining the number of hours of work in excess of the scheduled work shift and the scheduled work week, and the actual number of and scheduling of shifts shall remain vested in the Employer, it being understood, however, that the Employer will notify the Union of contemplated changes for the purpose of maintaining a harmonious relationship. The Employer shall maintain a uniform time clock policy at each facility with respect to tardiness and overtime. The parties recognize the need for adherence to the designated hours of work. Tardiness will result in disciplinary action, which will include docking of pay for each instance of tardiness and further disciplinary action for repeated instances in accordance with the principles of progressive discipline.

#### **SECTION 7 – OVERTIME DISTRIBUTION**

Overtime shall be equally shared by all employees working within the same job classification within the appropriate facility: BNIA, NFIA, MTC, BNIA Airfield, Properties, Facilities Maintenance, OCC, Niagara Falls Transportation Center, 1404 Main Street. Employees who are offered overtime work on this basis, but who decline to accept, shall be considered to have worked overtime for the purpose of determining equal distribution of

overtime. Management/Department Head may, for employees assigned to the BNIA terminal, NFIA, MTC, Port Operations, Boat Harbor, Properties, OCC, Niagara Falls Transportation Center, 1404 Main Street, if all applicable overtime lists have been exhausted, require the employee(s) to work overtime. In that event, the employee will be paid a minimum of two (2) hours at his/her overtime rate of pay. When mandatory overtime is required, it will be assigned continuous with the regular shift in inverse order of seniority beginning with probationary employees. A rotation method will be established for successive mandatory overtime events during the fiscal year.

Overtime will be distributed with employees working a shift getting first preference, i.e. an employee working 8-4 shift will be asked to work 4-12, in order of a rotating wheel based on seniority for each shift. When the employees on shift are exhausted, the employees who are scheduled off will be called and offered overtime with employees who are off on the shift that overtime is needed being called first. This practice will be for summer and winter schedules. Overtime distribution will be posted every two (2) weeks during winter schedule.

#### **SECTION 8- CALL IN PAY**

When an employee is called to work other than as scheduled, he or she shall be guaranteed a minimum of four (4) hours' additional pay at the appropriate rate. When an employee is called back to work, he or she shall be guaranteed a minimum of four (4) hours' pay at the appropriate rate. When an employee leaves his or her post, he or she will be paid at the appropriate rate for the time indicated on his or her time card.

#### **SECTION 9 - SHIFT DIFFERENTIAL**

Employees who work (4 pm - 12 am shift) or (3 pm - 11 am shift) shall receive an additional \$.35 per hour shift differential for all hours actually worked.

Employees who work (12 am - 8 am shift) or (11 pm - 7 am shift) shall receive an additional \$.50 per hour shift differential for all hours worked.

#### **SECTION 10- BREAKS**

Every employee will be allowed two (2) rest period of fifteen (15) minutes each, with pay, which may be taken at any designated time after working the first two (2) hours of a shift and after working six (6) hours of such shift. Each rest period shall be taken in designated areas. Any employee required to work more than four (4) hours overtime beyond the scheduled eight

(8) hours in any one shift shall be allowed thirty (30) minutes for a meal period, with pay, computed at the overtime premium rate, if applicable.

#### **SECTION 11 – OVERTIME NOTIFICATION**

Every employee required to work overtime will be given at least three (3) hours notice whenever possible to do so. Twenty-four (24) hours notice, when possible, will be given to employees required to work a sixth day in any workweek.

#### **SECTION 12 – TRANSFER LIMITATIONS**

Except in the case of an emergency, the Employer will not transfer an employee to a different shift for the purpose of breaking in new employees.

#### **SECTION 13 – SUNDAY PREMIUM PAY**

An employee who works on a Sunday shall be paid time and one-half for the work shift of eight (8) hours. When an employee works on a Sunday beyond eight (8) hours in the regular work shift, he/she will be paid two and one quarter (2 ¼) times their regular rate for all overtime hours worked on Sunday. When an employee is called into work on Sunday that he/she was not schedule to work, that employee shall be paid two and one quarter (2 ¼) time his or her regular rare for all hours worked. An employee who takes five or more consecutive days of vacation shall be paid time and one-half (1 ½) for his/her scheduled Sunday hours occurring during said vacation.

#### **SECTION 14 – MEAL PERIODS**

Each employee will be allowed a thirty (30) minute meal period with pay, which may be taken at a time designated by his/her supervisor after actually working three (3) and before six (6) hours.

### **ARTICLE III – HOLIDAYS**

#### **SECTION 1 – HOLIDAY LIST**

The following are to be paid holidays, whether or not they fall within the scheduled work week: New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, the first Monday in August, Labor Day, Columbus Day, Election Day, Veteran's Day, Thanksgiving Day and Christmas Day. In addition, each employee will be

credited with two (2) "floating" holidays at the start of each fiscal year. These holidays may be taken any time during the fiscal year providing the employee informs the employer, in writing, seventy-two (72) hours in advance.

## **SECTION 2 – ELIGIBILITY FOR PAY**

In order to be paid for a holiday, an employee must be on full pay status, worker's compensation or disability. Employees on unpaid leave, or disciplinary suspension when a holiday occurs or is otherwise observed, will not be paid for that holiday. A disciplinary suspension shall not be scheduled solely to avoid holiday payment.

## **SECTION 3 – HOLIDAY PAY DURING WORK WEEK**

In the event an employee is scheduled to work on one of the aforementioned holidays, he/she is to be paid at his/her regular hourly rate for the shift worked, plus the holiday. (Exception: Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King, Jr. Day, President's Day). If an employee is scheduled to work on one of these holidays, he/she is to be paid time and one-half (1 ½) for shift worked, plus the holiday.

## **SECTION 4 – HOLIDAY PAY – UNSCHEDULED WORK**

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

## **SECTION 5 – EMERGENCY WORK REQUIREMENT**

In the event of an emergency, it is expressly understood and agreed that past practice shall prevail with respect to the requirement that an employee work on any holiday or scheduled day off.

## **SECTION 6 – REQUIREMENT TO WORK BEFORE/AFTER A HOLIDAY**

Except for an employee who is on worker's compensation, in any fiscal year, an employee must have worked the last regularly scheduled work shift prior to, and the next regularly scheduled work shift after a holiday in order to be paid for such holiday. When scheduled to work a holiday, and the employee calls in sick, a sick day will be deducted from the employee's sick accrual in lieu of holiday pay.

## ARTICLE IV – VACATION

### SECTION 1 – ACCRUAL METHOD

Vacation credits shall be earned in three increments as follows:

- A.) Basic vacation credits shall be earned at the rate of one-half day per two week period during each fiscal year period commencing April 1<sup>st</sup> and ending on the immediately following March 31<sup>st</sup>. Thus, an employee may earn up to thirteen (13) basic vacation days in a particular fiscal year.
  
- B.) Anniversary vacation credits will be earned at the rate of one additional day for each full year plus one day of employment up to a maximum of seven days. Such credit will be deemed earned on the day immediately following the employee's anniversary date.
  
- C.) Longevity vacation credits up to a maximum of five days will be earned by employees with twelve years or more of service. The first day's credit will be earned on the employee's twelfth anniversary and one additional day will be earned on the employee's seventeenth, twenty-second, twenty-seventh and twenty-second anniversary dates.

### SECTION 2 – SCHEDULE OF INCREMENTS

Schedule of incremental steps:

<u>Fiscal Year of Employment</u>	<u>Vacation Credits</u>
First year	Up to 13 days
Second year	Up to 14 days
Third year	Up to 15 days
Fourth year	Up to 16 days
Fifth year	Up to 17 days
Sixth year	Up to 18 days
Seventh year	Up to 19 days
Eighth through Eleventh year	Up to 20 days
Twelfth through Sixteenth year	Up to 21 days
Seventeenth through Twenty-first year	Up to 22 days
Twenty-second through Twenty-sixth year	Up to 23 days
Twenty-seventh through Thirty-first year	Up to 24 days
Thirty-second year or more	Up to 25 days

### SECTION 3 – CARRY OVER LIMIT/MINIMUM AMOUNT OF USAGE

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

Vacations may be taken as earned upon the approval of management after a ninety (90) day waiting period from the date of hire.

Vacation credits may be carried over to the next fiscal year providing the total does not exceed forty (40) days (320 hours).

Vacation credits must be taken in not less than one (1) hour increments.

#### **SECTION 4 – VACATION CASH VALUE**

Employees have the option to convert vacation time into its cash value at the end of each fiscal year. The election of this option must be submitted, in writing, to the NFTA prior to March 31<sup>st</sup> of each year. An employee may only receive the cash value of a maximum of ten (10) vacation days (80) hours and only if he or she has a minimum of five (5) accrued vacation days left after receiving this cash value. The cash value of the vacation time will be based on the employee's regular hourly rate (excluding out of class pay) in effect on March 31<sup>st</sup>. The cash value will be paid with the last paycheck in April in a separate check if over \$300.

#### **SECTION 5 – VACATION PAY AT SEPARATION**

An employee, who resigns or is otherwise separated from employment with the NFTA, shall be entitled to any vacation time that he or she may have accrued at the time of resignation or separation.

#### **SECTION 6 – VACATION PICKS/REQUESTS**

Vacation periods shall be picked each year, within the first two (2) weeks in April, on the basis of seniority. An employee who has selected and has approval of his/her vacation within the first two (2) weeks of April, is guaranteed those dates. Vacation approval or denial will be based on manpower requirements. No vacation request shall be unreasonably denied. Requests will be either approved or denied within three (3) days of the last day of the second week in April.

All other vacation leave requested during the fiscal year shall be submitted at least one (1) week in advance. This type of request will be considered on a first submitted basis. Approval or denial will be based on manpower requirements. No vacation request shall be unreasonably denied.

Vacation requests submitted with less than one (1) week notice shall be approved or denied (within 48 hours) at the sole discretion of the NFTA, (vacation periods may be taken on separate or consecutive days with the approval of the Employer).

## **SECTION 7 – VACATION PAY ON HOLIDAYS**

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

## **SECTION 8 – ADVANCE VACATION PAY**

Upon request, the Employer shall provide the employee 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 check is for a minimum of two (2) weeks.

## **SECTION 9 – VACATION PAY UPON DEATH**

All vacation benefits accrued will be paid to the estate of an employee who becomes deceased while on full pay status, or who is receiving worker's compensation benefits.

# **ARTICLE V – WAGES**

## **SECTION 1 – FULL PAY STATUS ELIGIBILITY**

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

## **SECTION 2 – RATE OF PAY FOR NEW JOB CLASSIFICATIONS**

When and if it becomes necessary to hire or transfer persons to new job classifications not included in Article I, Section 1, the Employer will establish the appropriate regular hourly rates of pay applicable to all the other existing job classifications. However, prior to the institution of such rate, the Employer will notify the Union.

## **SECTION 3 – INJURY ON THE JOB PAY**

An employee who is injured on the job and is sent home by his/her supervisor because of such injury, shall receive pay at his/her regular straight time rate for the balance of the shift. If



an employee is injured and is sent home, while working overtime, he or she shall be paid the remainder of the overtime shift, if scheduled, at the appropriate overtime rate.

If the injured employee is working overtime, but not on a scheduled shift basis, he or she will be paid minimum of four (4) hours at the appropriate overtime rate.

In all instances of an employee injured on the job, the NFTA shall have the right to require medical verification by the employee's physician or by an NFTA selected physician of such injury, its nature an extent, and if such medical verification is by an NFTA physician, at the NFTA's request, it shall be at the NFTA's expense.

#### **SECTION 4 – JURY PAY**

Upon certification from the Commissioner of Jurors, the Employer agrees to pay for all employees summoned to serve on jury duty, the difference between the fees they receive and their regular straight time rate. It is understood that the aforementioned compensation shall be paid to all employees who will be assigned by the Employer to the 8:00 AM to 4:00 PM shift during the period of jury service.

#### **SECTION 5 – COURT PAY**

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

#### **SECTION 6 – OUT OF CLASSIFICATION PAY**

In the event that an employee is requested to perform work in a classification higher than his/her own for four (4) consecutive hours or more, the employee will be eligible for temporary out of classification pay. The rate of pay for temporary out of classification work shall be the salary step for the out of classification position that is closest to, but not exceeding, a \$1.00 per hour increase over the employee's regular hourly rate. When an employee works out of classification and is not substituting for an absent employee, the out of classification assignment shall not exceed ninety (90) days. If the assignment exceeds ninety (90) days, the position must be posted as a vacancy, unless a waiver is mutually agreed to by the parties.

**SECTION 7 – SKILLED TRADE PAY**

Effective 04-01-2019, the following employees occupying the position of:

Electrician

Mechanic

Trades Person Utility/Electrician

Trades Person Utility/Carpenter

Trades Person Utility/Plumber

Trades Person Utility/HVAC

shall receive \$.75 per hour added to their base pay for as long as they hold said position in this section.

**SECTION 8 – TRADES PERSON UTILITY**

Upon ratification of this agreement, the employees identified in the Memorandum of Understanding between the NFTA and ILA Local 1949 dated June 1999 as Trades Person Utility shall continue to receive an additional \$1.00 per hour consistent with the MOU. New hires and employees accepting promotion and/or transfer into these positions after ratification of this agreement will be eligible for the additional \$1.00 per hour.

It is agreed that any Trades Person Utility who is not fully qualified in the following disciplines (HVAC Systems, Automated Systems, Automatic Doors, Boiler Systems), shall receive in-house training and such other training as may be necessary to achieve and maintain the skills required to capably perform as Trade Person Utility. It is recognized that the Authority is responsible for training its Trade Person Utility to perform to its expected levels. It is further recognized that the affected employees must undertake the training when offered and available.

In the event Facilities Maintenance Department is to be relocated or reorganized under a new name with associated responsibilities, the Facilities Maintenance Department employees of ILA Local 1949 will be incorporated therein with no loss wages, titles or duties.

As employees are determined to be fully qualified to perform the required skills of the disciplines below, they will be eligible for increased hourly rates of pay in accordance with the following schedule:

HVAC Systems        \$.25

Automated Systems    \$.25

Automatic Doors      \$.25

Boiler Systems      \$.25

FMD management will be make qualification determinations for these salary increments.

### **SECTION 9 – MAJOR/MINOR WORK**

Work managed by an outside engineering consulting firm shall be considered major work. Bargaining unit employees shall not be assigned major work. This provision shall not be applied nor construed to contravene Article VII, Section 12 of the collective bargaining agreement. No present employee's job security or continued employment shall be in any way negatively impacted by this provision.

Landscaping: Airfield employees will be performing all tasks relevant to landscaping (i.e. weeding, pruning and trimming, vegetation, planting). The Authority may also utilize seasonal employees and/or a vendor to perform those tasks as per the practice in effect on October 15, 2007.

### **SECTION 10 – AA Status Salary Grade**

Effective the signing of this agreement all current titles listed below will continue to receive the \$1.00 per hour salary grade AA status:

Senior Groundsperson  
Senior Airport Attendant  
Groundsperson I  
Fuel Farm Technician  
Electrician  
Mechanic

Employees who transfer into one of the listed titles, upon completion of all five criteria, will be eligible for \$1.00 per hour pay.

Current FMD employees who are being included in the AA MOU dated August 27, 2003, by and between the NFTA and ILA Local 1949, and are being paid an additional \$1.00, shall continue to be paid in this manner whenever and for as long as they hold the FMD title associated with their current position.

Employees accepting promotion and/or transfer into FMD after ratification of this agreement will be eligible for AA pay.

NOTE: New employees hired on or after ratification into FMD will not be eligible for AA pay.

## **ARTICLE VI – HOSPITAL, SURGICAL, DENTAL/PRESCRIPTION INSURANCE**

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

### **SECTION 1 – TYPE OF MEDICAL COVERAGE FOR ACTIVE EMPLOYEES**

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

Upon ratification and approval all current employees in job groups A through D and employees hired on or after ratification and approval in job groups A through D will contribute twelve per cent (12%) of the monthly premium cost for either single or family coverage in the Traditional Blue PPO 6398 (HDHP PPO 6312) or the Traditional Blue POS 298 (POS 205) or a replacement plan. For the HDHP PPO 6312 plan, the NFTA will establish a debit account (105 H) of three thousand dollars (\$3,000) for a family plan and replenish that account once a year thereafter to a maximum of three thousand dollars (\$3,000). Ex. Employee (s) utilize \$2,000 from 01/01/2018 through 12/31/2018, \$2,000 will be placed in the 105 H account on 01/01/2019, totaling three thousand dollars (\$3,000).

For a single plan, fifteen hundred dollars (\$1,500) will be placed in the employee account and replenished each year thereafter to a maximum of fifteen hundred dollars (\$1,500). Ex. Employee (s) utilize \$1,000 from 01/01/2018 through 12/31/2018, \$1,000 will be placed in the 105 H account on 01/01/2019, totaling three thousand dollars (\$1,500).

Upon ratification and approval employees in job groups E and F will contribute an amount equal to ten percent (10%) of the monthly premium for either single or family coverage. The per cost of the employees contribution will be capped at two and one half percent (2.5%) of his/her salary (pre-tax) as appropriate for the Traditional Blue PPO 6398 (HDHP PPO 6312) or the Traditional Blue POS 298 (POS 205) or a replacement plan selected by the company.

## **SECTION 2 – TERMINATION OF COVERAGE AND REPLACEMENT PLAN**

### **SELECTION**

The NFTA reserves the right to opt out of the Traditional Blue PPO 698 (HDHP 6312) or the Traditional Blue POS 298 (POS 205) and or Core Plan effective the date of ratification and approval and replace that coverage with substantially equivalent coverage “Replacement Plan”, which the NFTA will submit to ILA Local 1949 for its review and comment. If the NFTA and ILA Local 1949 cannot agree that the coverage is substantially equivalent, the matter will be submitted to final and binding arbitration, using the grievance/arbitration section presented to Article IX of the collective bargaining agreement.

## **SECTION 3 – DENTAL COVERAGE**

The Employer shall provide permanent employees and qualifying dependents, the Group Health Incorporated (GHI) Preferred Dental Plan. The Union will have the option to upgrade this plan by agreeing to pay the additional premiums for the upgrade by employee payroll deduction. During the life of the Agreement, the Company shall have the option to change the dental insurance plan to another carrier and/or plan with substantially equivalent coverage. Such change will be upon mutual agreement of the parties.

## **SECTION 4 – OPTICAL COVERAGE**

During the term hereof, the NFTA shall provide permanent employees and qualifying dependents, optical insurance through Group Health Incorporated (GHI) Comprehensive Benefits Plan (CBP).

## **SECTION 5 – PENSION/DISABILITY**

New York State present statutory coverage and New York State pension and life insurance benefits will be provided with the understanding that the Employer will make the maximum contribution allowable thereunder. While disability benefits may not be provided by the Employer, at some future time, an employee may nevertheless elect to carry such coverage at no cost or expense to the Employer.

## **SECTION 6 – CHANGES IN BENEFITS**

Except as specifically provided above, the Employer and the Union agree that all benefit providers listed in this Article, other than pension and life insurance benefits under the New York State Retirement System, are subject to change upon mutual agreement of the parties, and

that the levels and types of coverage provided shall be the equivalent to those under the plans listed in this Article unless mutually agreed to be otherwise.

## **SECTION 7 – RETIREES MEDICAL BENEFITS**

### **A.) Medical Insurance (Employees who retire on or after September 1, 2004)**

The company shall make available the retiree medical coverage set forth below subject to the right of the company to opt out of the Traditional Blue POS 298 (POS 205) on or after ratification and approval and to replace that plan (s) with substantially equivalent coverage.

#### 1. Age Pre 65/Pre Medicare Eligible Retirees

Upon ratification and approval eligible retirees, who retire on or after that date: the Traditional Blue POS 298 (POS 205) and the Traditional Blue PP with RX (Traditional Blue PPO 812). Participation in the plans is subject to residing requirements established by the carrier, Blue Cross/Blue Shield of Western New York. The Company will pay 50% of the monthly premium cost for single, double or family coverage, as appropriate, in the Traditional Blue POS 298 (POS 205) or a replacement plan selected by the company for Age Pre-65 retirees. Retirees covered by the Traditional Blue PPO with RX (Traditional Blue PPO 812) will also be responsible for paying the difference between the cost of POS 205 and the cost of the Traditional Blue PPO with RX (Traditional Blue PPO 812), in addition to their 50% if the monthly premium of the POS 205 plan.

#### 2. Age Post-65/Medicare Eligible Retirees

Upon ratification and approval there are five (5) plans available for Age Post-65 retirees, Participation in the plans is subject to residency requirements established by the carrier, Blue Cross/Blue Shield of Western New York.

The (5) five plans available:

Option A- BC/BS of WNY Senior Blue HMO 699 Plan 28

Option B- BC/BS of WNY Senior Blue HMO 699 Plan 39

Option C- BC/BS of WNY Senior Blue HMO 699 Plan 40

Option D- BC/BS of WNY Forever Blue PPO 799 Plan 41

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

Option E is the only option available to employees who permanently live outside of the Western New York area, as defined by the carrier, Blue Cross/Blue Shield of WNY.

The company will pay 50% of the monthly premium cost for single or double coverage as appropriate, for Option A, Option B, Option C, or Option D or a replacement plan selected by the company, for Age Post-65 retirees who retire on or after ratification and approval.

For Age Post-65/Medicare Eligible enrolled retirees covered under Option A, Option B, Option C, and Option D, who have spouses under the age of 65 and/or eligible, covered dependents, the company will pay 50% of the monthly premium cost for single coverage for the retiree through Option A, Option B, Option C, or Option D and will pay 50% if the monthly premium cost for single, double, or family coverage, as appropriate, for the dependents through the Traditional Blue POS 205.

Age Post-65 Medicare Eligible enrolled retirees covered under Option E who have spouses under the age of 65 and/or eligible covered dependents may select double or family coverage under Option E, as appropriate. These retiree covered by Option E will be responsible for paying the difference between the monthly premium cost of the most expensive plan among Option A- BC/BS of WNY Senior Blue HMO 699 Plan 28, Option B- BC/BS of WNY Senior Blue HMO 699 Plan 39, Option C- BC/BS of WNY Senior Blue HMO 699 Plan 40, Option D- BC/BS of WNY Forever Blue PPO 799 Plan 41 and the monthly premium cost of Option E- Core Traditional Blue PPO with RX (Traditional Blue PPO 812) in addition to their 50% of the monthly premium for the most expensive plan among Options A, B, C, or D.

**B.) To be eligible for this 50% contribution, the retiree must meet the following conditions:**

- a) Retiree on or after ratification and approval
- b) Retire with a minimum of ten (10) years of credited service with the NFTA
- c) Must retire from full time employment with the NFTA
- d) Employees who opt for coverage under a separate medical plan, may re-apply for medical coverage with NFTA upon a qualifying event and at the premium rate in existence at that time.

**C.) Medical Coverage Upon Death of Retiree**

Upon death of the retiree, the surviving spouse will be eligible for the NFTA's 50% premium contribution for single coverage only for a maximum of nineteen (19) months, provided he/she retains his/her eligibility per the above listed conditions. After a 19-month period, the spouse may elect to remain in the NFTA retirees' group and pay full cost of medical premiums.

**D.) Redemption of Unused Sick Leave for All Retirees**

At the time of retirement, eligible employees may redeem unused sick leave in the values listed to apply toward their 50% share of the medical benefit costs:

0 – 10 days	one month's premium cost
11 – 20 days	two month's premium cost
21 – 30 days	three month's premium cost
31 – 40 days	four month's premium cost
41 – 50 days	five month's premium cost
51 – 60 days	six month's premium cost
61 – 70 days	seven month's premium cost
71 – 80 days	eight month's premium cost
81 – 90 days	nine month's premium cost
91 – 100 days	ten month's premium cost
101 – 110 days	eleven month's premium cost
111 – 120 days	twelve month's premium cost
121 – 130 days	thirteen month's premium cost
131 – 140 days	fourteen month's premium cost
141 – 150 days	fifteen month's premium cost
151 – 160 days	sixteen month's premium cost
161 – 170 days	seventeen month's premium cost
171 – 180 days	eighteen month's premium cost
181 – 190 days	nineteen month's premium cost
191 – 200 days	twenty month's premium cost
201 – 210 days	twenty-one month's premium cost
211 – 220 days	twenty-two month's premium cost
221 – 230 days	twenty-three month's premium cost
231 - 240 days	twenty-four month's premium cost

**E.)** Upon becoming eligible for Medicare, retirees/spouses of the bargaining unit will be required to take Medicare Parts A & B (Part B contributions are the responsibility of the employee).

**SECTION 8– WAIVER OF MEDICAL INSURANCE**

Effective, 01-01-2019, In the event an employee waives the medical insurance set forth above, upon showing proof of the duplicate coverage, he or she shall receive the amount of \$5,000 per year (family eligible) or \$3,000 per year (single eligible). In order to receive said stipend, the employee must be actively on the payroll as of December 15. This amount will be payable in the last pay period of December of each year. A notice to waive coverage must be



given to NFTA no later than March 1<sup>st</sup> to be eligible for the following fiscal year's payment. In the event an employee wishes to re-obtain medical insurance, he or she may re-apply to the NFTA.

## **ARTICLE VII – SENIORITY, PROMOTION, TRANSFER, LAYOFF, RECALL**

### **SECTION 1 – SENIORITY DEFINITION/PROMOTION REQUIREMENTS**

Except as otherwise provided herein, seniority shall mean the period of service of an employee within the bargaining unit. With regard to matters of promotion and transfer, senior employees will receive preference based upon their qualifications, ability, physical fitness and experience to satisfactorily perform their jobs and provided their records of punctual attendance are satisfactory. The Employer shall provide the Union, on April 1<sup>st</sup> of each year, a seniority listing of all bargaining unit employees. In addition, a separate seniority list of facility employees will be posted at each facility on April 1<sup>st</sup> of each year.

### **SENIORITY 2 – BREAKS IN SENIORITY**

Seniority shall be broken by the occurrence of any one of the following: discharge or termination for cause; voluntary separation; failure to report following layoff; failure to report for employment on the date required by recall notification, provided such notification was given by certified mail to the last known address at least one (1) week in advance of the report date; failure to return to work from worker's compensation leave when medically able; failure to return from an authorized leave of absence or sick leave when medically able and verified by a physician.

### **SECTION 3 – PROBATIONARY PERIOD FOR NEW EMPLOYEES**

All newly hired employees shall have a probationary period of twelve (12) months before being placed on permanent employment status. During said probationary period, an employee may be disciplined and/or terminated without any right of said employee to grieve said action pursuant to the parties' grievance/arbitration procedures. The probationary period may be waived or shortened in the case of former temporary employees in the sole discretion of the Employer. During this period, the provisions with respect to seniority shall not apply. If retained, the employee shall then assume permanent employment status with seniority dating from the commencement of his/her employment.

#### **SECTION 4 – PROMOTIONS OUTSIDE UNIT**

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

#### **SECTION 5 – JOB POSTINGS**

All vacancies or newly created jobs within the bargaining unit shall be posted for a period of five (5) work days in order to give an opportunity to any interested employees to make application, in writing, for such jobs. The Employer agrees that the job posting will include the job title, description and salary. The Union will be provided with a copy of such posting prior to posting. Each employee applying for posted jobs will be considered in accordance with the provisions of this Article. The Employer agrees to interview those employees who meet the minimum qualifications in accordance with the seniority provisions of this Article. The Employer also agrees to the provisions of applicable Federal Law regarding the posting of job vacancies.

Posted positions must be filled within thirty (30) days from posting if bid on by a qualified union employee.

#### **SECTION 6 – NEW POSITIONS**

When the Board of Commissioners, or designee, of the Authority creates a new job titled not contained in any collective bargaining unit in effect with the Authority, notification of such action will be sent to ILA Local 1949. Such notification will be provided within five (5) working days of the Board action.

Notification will include job title, description, salary grade and Employer designation as to union or non-represented exempt status.

Upon receipt of such notification, ILA Local 1949 will have ten (10) working days to challenge the Authority's designation. This challenge must be submitted, in writing, to the Human Resources Department.

Upon receipt of a written challenge, the Authority agrees to meet within five (5) working days with the ILA Local 1949 in an attempt to negotiate the issue. If mutual agreement of this

challenge is not negotiated, then the challenge will be submitted to the Public Employment Relations Board (PERB) or arbitration for final resolution.

### **SECTION 7 – PROMOTIONS/PROBATIONARY PERIOD**

**Promotion** – Any employee selected to fill a vacancy or new job within the bargaining unit shall be assigned to the job within two (2) weeks after his/her selections and shall be on probation for a period of one hundred twenty (120) days of actual work or any extension thereof as may be mutually agreed by the Union and Employer. Exception is made for the airfield, in which case a twelve (12) month promotional probationary period will apply for the position of Fieldperson. The position of Fuel Farm Technician shall have a promotional probationary period of one hundred eighty (180) days of actual work. If an employee is found to be unsatisfactory, or if the Employer or employee decides not to maintain or retain that job during the probationary period, then the employee shall be reinstated to his/her former job. A job vacated during such probationary period may be filled by the Employer to avoid unnecessary shifting of employees. When a promoted employee proves to be satisfactory, he/she shall be so notified. The rate of pay for a promotional employee shall be the lowest step of the salary schedule for the job classification which the employee is being promoted to for that fiscal year, provided it constitutes at least one increment increase in salary, and he/she will be eligible to move to the next step in his/her new grade once the probationary period is satisfactorily completed. An employee begins to accumulate job seniority from the date the employee actually enters into the performance of his/her promotional position.

### **SECTION 8 – LAYOFF/DEMOTION**

As used herein, the term “facility” applies to BNIA, NFIA, Port, MTC, Facilities Maintenance, 1404 Main Street, Operations Control Center, and NFTC.

In the event that a reduction in work force within the facility is necessary, for whatever reasons including, without limitation, reversal of situations contemplated by Sections 4 and 6 above, the selection of employees affected shall be based upon bargaining unit seniority. The reduction of the work force within a job classification shall be accomplished by layoff of the employee within that classification who has the least bargaining unit seniority of the facility. In the case of ties, classification time within the facility would be counted first, then Authority time. The employee to be laid off within the reduced job classification, may, in lieu of accepting layoff, assert seniority over other employees at the same facility and move to any equal or lesser job classification, provided that he or she has the ability to perform the duties required. In such

instances, the employee displaced must be the least senior employee in that job classification. The least senior or displaced employee at a facility, in lieu of layoff, may exercise bumping rights based on bargaining unit seniority at any other facility within an equal or lesser job classification, providing they are able to perform the job. This shall continue until the least senior member of the bargaining unit, who has been bumped, and has no equal or lower level permanent position to bump, is laid off.

### **SECTION 9 – RECALL**

**Recall** – In the event that employees will be recalled to work, such recall will be based upon seniority as defined in Section 1 of this Article as follows:

The most senior employee will be recalled to any job classification to which the employee is qualified, provided he or she has the ability to perform the duties required.

An employee recalled to any lower rated job need not accept such recall. Refusal to accept such recall does not result in waiver of any recall rights. If not recalled to the position held prior to layoff, the employee shall retain recall rights to said position. If an employee accepts recall to any position other than the position held at time of layoff, then said employee shall continue to hold recall rights to his/her former position.

Employees retain recall rights for a period of four (4) years.

Employees on layoff retain bidding rights under Section 5 of this Article, for a period of four (4) years. The NFTA has no obligation to inform employees on layoff of job vacancies.

Employees on layoff have the responsibility to notify and keep currently informed, the Human Resources Department as to their legal mailing address.

Recall notices shall be sent by certified and regular mail addressed to the employee's address on record in the Human Resources Department. The date of mailing of the recall notice shall be considered as the date of notification.

Upon notification of recall, an employee has twenty (20) calendar days to inform the Human Resources Department as to his or her willingness and availability to return to work.

If the Human Resources Department is not contacted by the employee being recalled within the above time limits, the employee forfeits all rights under this Section.

### **SECTION 10 – NOTICE OF TERMINATION**

When service of an employee is about to be terminated by layoff or discharge, the Employer will give notice, in writing, to the Union within ten (10) working days preceding layoff and, when possible, before termination.

## **SECTION 11 – EQUALITY OF APPLICATION**

The parties agree that the provisions of this Agreement shall be applied to all employees without regard to age, race, color, sex, religion, creed, national origin or disability. The parties further agree that the provisions of this Agreement be applied fairly and equally to all employees.

## **SECTION 12 – SUBCONTRACTING**

During the term of this Agreement, the Employer agrees not to hire temporary or part-time employees or subcontract or sublease any work in such a way as to adversely affect the job security or continued employment of the present employees.

## **ARTICLE VIII – LEAVES OF ABSENCE**

### **SECTION 1 – UNION LEAVE**

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

### **SECTION 2 – PERSONAL LEAVE**

Each employee with seniority of at least one (1) year shall be entitled to five (5) personal leave days per year commencing April 1<sup>st</sup> of each year during the term hereof. Employees with less than one (1) year seniority shall be entitled to a prorated share of personal leave days, based on their date of hire, commencing April 1<sup>st</sup>. Personal leave shall be granted for such personal business as arises from time to time as approved by the Employer. Such approval shall not be unreasonably withheld.

Personal leave shall be granted with at least forty-eight (48) hours prior written notice (when possible) to the facilities manager or his/her designee. At the start of each fiscal year, any personal leave time not used by an employee during the previous fiscal year, eight (8) hours may be converted to vacation time, provided it does not exceed the maximum allowed. All other remaining personal leave time will be converted into sick leave, providing it does not exceed the maximum allowed. Personal leave time may be taken in not less than one (1) hour increments.

### **SECTION 3 – MILITARY LEAVE**

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

### **SECTION 4 – SICK LEAVE ELIGIBILITY**

Employees on full pay status who are 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 employee is absent, subject to the limitations herein provided. Employees who report off sick and/or injured will be excluded from overtime opportunities, until they report back to work on their regularly scheduled shift. Earnings for sick days will be included in the employee's regular pay.

### **SECTION 5 – SICK LEAVE ACCRUAL**

Sick days will be earned at the rate of one-half (1/2) day per biweekly pay period, while an employee is on full pay status, up to a maximum of thirteen (13) days per year. Sick days may accumulate up to 240 days. 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 Union business up to a maximum of five (5) working days per year, paid personal days, or any other days off or leave while an employee is on full pay status.

### **SECTION 6 – NOTIFICATION TO SUPERVISOR/DOCTOR STATEMENTS**

Employees have the responsibility to notify his/her supervisor or facility office one (1) hour prior to his/her shift when reporting off sick/injured. The employee must make the call, not a family member (except in cases of medical emergencies). The Employer may require a doctor's statement as to the employee's health prior to returning to work if the Employer believes the employee's health may affect his/her safety or job performance.

The Employer, at its own expense and selection, may require an employee to take a physical examination whenever deemed necessary.

Sick leave is provided exclusively to help compensate employees who are unable to work due to a bonafide illness or injury. The use of sick leave may include required doctor and dentist visits.

The misuse of sick leave will result in disciplinary action.

**SECTION 7 – SICK LEAVE STIPEND**

All permanent employees will be eligible for a stipend for non-use of sick leave during the fiscal year based upon the following:

<u>Sick Leave Used (Hours)</u>	<u>Amount of Stipend</u>
0 – 24	40 hrs. pay
25 – 32	20 hrs. pay
33 – 40	10 hrs. pay

The hourly rate to be paid is that which the employee is entitled to on the last day of the fiscal year which applies. The NFTA shall pay over this additional wage within thirty (30) days of the start of the new fiscal year in a separate check if over \$300.

**SECTION 8 – BEREAVEMENT LEAVE**

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

**ARTICLE IX – GRIEVANCE/ARBITRATION – DISCIPLINARY PROCEDURE**

**SECTION 1 – GRIEVANCE DEFINITION**

A grievance is any dispute by the parties to the Agreement with respect to the interpretation of, application of, or compliance with the terms and conditions of this Agreement. Only the Union shall be allowed to seek arbitration of a grievance and the arbitration procedure hereby established shall be the exclusive remedy for the resolution of a grievance.

**SECTION 2 – TIME LIMITS FOR FILING/STEPS**

A grievance must be presented, in writing, within seven (7) calendar days after the circumstances giving rise to such grievance occurred or should have been known about, or it shall not be considered valid.

All grievances will be handled in accordance with the following procedure:

**Step 1** – The grievance will be discussed with the Manager and his/her designee of the facility involved within five (5) calendar days mentioned above.

**Step 2** – If not resolved at Step 1, the Union president or his/her steward may present the grievance in writing, to the manager or his/her designee of the facility involved within two (2) calendar days after the conclusion of Step 1. A copy of the grievance will be sent to the Manager of Labor Relations. The facility manager shall respond to the grievance within two (2) calendar days.

**Step 3** – If not resolved at Step 2, the written grievance shall then be submitted by the Union to the Manager of Labor Relations within twenty (20) calendar days.

**Step 4** – Upon submittal by the Union to the Manager of Labor Relations, or his/her designee, the Manager of Labor Relations or his/her designee will provide a written response to the President within five (5) calendar days of receipt of grievance.

**Step 5** – If not resolved at Step 4, the Union, within twenty (20) calendar days from receipt of the response from Human Resources, may submit the dispute to final and binding arbitration, before a single arbitrator, pursuant to the rules of procedure of the Public Employment Relations Board (PERB) the arbitrator selected pursuant to the rules of the Public Employment Relations Board (PERB) 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 with thirty (30) days after the record is closed. The decision of the arbitrator shall be final and binding on the parties. The expenses incurred, including the fees and expenses of the arbitration shall be divided equally between the Employer and Union. Any expense incurred in connection with the calling of witnesses shall be borne by the party calling the witness. The time limits provided herein may be waived by mutual agreement of the parties.

### **SECTION 3 – PAY DURING GRIEVANCE PROCEDURE**

During the operation of the grievance procedure, the parties agree that the Employer will pay at the straight time rate, which shall not be included as hours worked for purposes of computing overtime, for the time lost by employees or Union officers as follows:

- (a) Except when an employee has been discharged, for time lost from work during the operation of the grievance procedure, but only with respect to a grievance in which the employee is involved as the grievant.
- (b) For time lost from work by a steward or other Union officer in the operation of the procedure herein set forth.

### **SECTION 4 – GRIEVANCE COMMITTEE**

Provision is made for a grievance committee comprised of employees who are Union stewards and/or officers, said committee shall be limited to two (2) such employees designated by the Union for the purposes of investigating and adjusting grievances. The Employer agrees that it will, through its agents and representatives, meet with the grievance committee as it may deem necessary in an effort to resolve grievances. During the investigation of a grievance, the



grievance committee shall have the right, if necessary, to examine the personal records of the grievant related to the grievance, such as attendance records, disciplinary notices, etc.

#### **SECTION 5 – MANAGEMENT RIGHTS**

The Employer maintains rights to set rules. The Employer shall have the right to adopt and put into effect, rules and regulations not in conflict with this Agreement.

All employees shall be subject to such rules and regulations, and any violations shall be considered cause for disciplinary action, which may include discharge. The sole right to discipline and discharge employees for just cause is retained by the Employer.

#### **SECTION 6 – PROGRESSIVE DISCIPLINE PROCEDURE**

Progressive Discipline for Minor Offenses. The Employer will follow the principles of progressive discipline with respect to minor offenses. Progressive discipline shall include verbal warnings, written warnings, suspension and dismissal. Employees shall be entitled to a copy of each disciplinary memo or notice placed in his/her personnel file and the Union shall be notified. The office personnel file for each employee will be maintained by the Human Resources Department at 181 Ellicott Street, Buffalo, New York.

Before an employee is suspended for more than eight (8) hours, a meeting will be held between the appropriate NFTA management personnel, Manager of Labor Relations or his/her designee, the employee and his or her Union representative (if desired), unless the offense or incident is of such an extreme nature that it warrants an indefinite suspension. In such case, an employee may be suspended for more than eight (8) hours, however, a meeting as described above, must take place within seventy-two (72) hours from the time of suspension.

The purpose of this meeting will be to gather information relevant to the offense or incident in questions, and to provide the employee and/or Union, an opportunity to present whatever information they so desire.

#### **SECTION 7 – EMPLOYER DISCIPLINARY COMMITTEE**

Provision is made for a disciplinary committee comprised of Employer's representatives as designated by the Executive Director, for purposes of investigating alleged infractions by employees who have been directed to "punch out" their time card, and applying disciplinary measures uniformly among employees at each facility. During such investigation, the Union Grievance Committee shall be requested to furnish, within five (5) working days upon notification, whatever input it may have in furtherance of ascertaining the facts.

## **ARTICLE X – HEALTH, SAFETY AND WELFARE**

### **SECTION 1 – FIRST AID AND MEDICAL SERVICES**

The Employer will furnish first aid and medical services to employees according to the requirements of the New York State Law.

### **SECTION 2- SAFETY DEVICES/COVERALLS AND UNIFORMS**

The Employer will continue to install safety devices for the protection of the lives and health of employees and will use its best efforts to maintain necessary equipment, buildings and other facilities in as safe and sanitary condition in accordance with established practice. In addition, the Employer will provide and maintain changes of coveralls or uniforms and the individual equipment necessary for the safe performance of the work assigned to each employee in accordance with established practice, which each employee so assigned will wear or use only on the job.

### **SECTION 3 – UNIFORM CLEANING ALLOWANCE**

The Employer will provide each of the employees in the bargaining unit with a \$650.00 separate payment annually to be issued for uniform cleaning. This payment will be provided in the first pay period of April.

### **SECTION 4 – SAFETY SHOE ALLOWANCE**

Effective 04-01-2018 and every year thereafter, the NFTA (Employer) will provide each of the employees in the bargaining unit, a voucher for two hundred fifty dollars (\$250.00) to be used to purchase approved safety shoes and insoles from a vendor provided by the NFTA (Employer).

Each employee will be required to wear safety shoes/insoles at work per the policy of the facility.

NOTE: New hires will be issued a voucher for shoes/insoles upon appointment.

### **SECTION 5 – USE OF BULLETIN BOARDS**

The Employer agrees to allow authorized officers of the Union who are employees, to use the designated bulletin boards for posting official Union notices, which must be signed by an authorized Union official. The Union agrees to use these designated bulletin boards for the

posting of notices and announcements of meetings, elections, appointments to offices and results of elections, social, educational or recreational affairs of the Union.

#### **SECTION 6 – COPIES OF AGREEMENT**

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

#### **SECTION 7 – USE OF PERSONAL VEHICLE/MILEAGE**

If an employee is requested by management to work at another division or facility, the Employer must provide transportation to the employee or a minimum of the established IRS rate shall be paid from base facility to facility where employee is assigned, for the use of employee's personal vehicle. The mileage payment may be increased by the NFTA's Board of Commissioners. Employees may refuse to use personal vehicle during scheduled work hours.

#### **SECTION 8 – PUBLIC EMPLOYEES/PROHIBITION OF STRIKES**

The Union recognizes that the employees within the unit are public employees as defined and covered by the provisions of the New York State Public Employee's Fair Employment Law, Article 14 of the Civil Service Law. The Union asserts that it will not engage in, cause, instigate, encourage or condone a strike or stoppage of work or slowdown.

#### **SECTION 9 – EMERGENCY LODGING ALLOWANCE**

In the event of severe weather conditions or emergency, any employee who is authorized by the Employer to spend an evening in a hotel/motel, shall be eligible for a twenty-five (\$25.00) dollar credit for food and non-alcoholic beverages for each night he or she stays at the hotel. This credit may be applied directly to room charge if itemized or may be paid in cash to the employee if receipts are furnished.

#### **SECTION 10 – PERSONNEL FILES**

Employees have the right to examine the contents of their personnel files and may be accompanied by an advisor of their choice. Examinations may be made by appointment only. The Human Resources Department will maintain custody of all personnel files. Employees will receive copies of all disciplinary notices or evaluations placed in their files.

Employees will be permitted to have included in their files, any material that is pertinent to their performance and qualifications.

## **SECTION 11 – DRUG AND ALCOHOL TESTING**

Both parties agree that in the interest of public safety and for the safety and protection of its employees, the NFTA has the right to require employees to submit to drug and alcohol testing under the following circumstances:

- A. Immediately after an incident or accident which results in injury or loss of life and/or substantial damage to equipment or property and where the conduct of the employee is questioned. After such incidents, each employee involved will be required to take a drug and alcohol screening test at the discretion of the NFTA.
- B. Upon returning to work from an extended sick leave or other leave of absence that would normally require a return to work physical, the employee shall be tested for drugs as a routine part of such physical.
- C. When there is reasonable cause to suggest that an employee is using or under the influence of drugs or alcohol, especially while at work, the NFTA may require this employee to submit to drug and alcohol testing.

## **SECTION 12 – TRAINING COMMITTEE**

The NFTA and Union agree to create a joint Labor-Management Training Committee that will identify resources and training opportunities necessary for promotion.

## **SECTION 13 – SAFETY COMMITTEE**

The Employer and Union agree to create a joint Labor-Management Safety Committee (maximum three (3) members each) that will identify safety problems that might need to be addressed at each facility. The said Committee shall meet not less often than quarterly. The said Committee shall, whenever possible, make recommendations for improving employee safety.

## **SECTION 14 – SAFETY EYEWEAR**

The NFTA will provide reimbursement for prescription safety eyewear up to an amount of \$125.00 per year. In order to receive reimbursement, the employee must complete a designated reimbursement form that must be submitted, along with an itemized receipt, to the Deputy Director, Aviation and/or his designee. It is understood that this reimbursement is for eyewear only and does not apply to eye exams.

Safety eyewear must meet the following requirements:

Frames: Only Titnus safety frames are allowed.

Lenses: Must be safety lenses in glass, plastic or polycarbonate.

Sideshields: Must be permanently attached.

Tints: #1 or #2 only (photo---- not allowed)

### **ARTICLE XI – TERM**

This Agreement shall become effective April 1, 2018 and shall continue in effect until March 31, 2022.

One hundred and twenty (120) days prior to expiration of this Agreement, the Union agrees to provide the Employer with its initial proposals for change hereto, if any. Ninety (90) days prior to expiration of the Agreement, the Employer agrees to meet with the Union to discuss these proposals.

**ARTICLE XII – LEGISLATIVE REVIEW**

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

1st IN WITNESS WHEREOF, the parties hereto have executed this Agreement this  
day of March 12 01 9.

INTERNATIONAL LONGSHOREMEN'S  
ASSOCIATION LOCAL 1949

*Neil A. Smith*  
*[Signature]*  
*Carroll Smith*  
*Dorise Roman*  
*Mr. Sinclair Labor Sr*  
*Jack Hill Esquire*  
*Jack J. [Signature]*

NIAGARA FRONTIER TRANSPORTATION AUTHORITY

*[Signature]*  
Kimberly A. Minkel  
Executive Director

**APPENDIX A**

**SALARY TABLES/LONGEVITY PAY**

It is hereby agreed that the following schedules reflect the hourly wage rates payable to the employees covered by this Agreement. The following wage schedules cover a four (4) year period commencing April 1, 2018 and ending March 31, 2022. All references to "year" thereafter shall refer to the fiscal year April 1 to March 31.

Any new employee hired into a grade covered by this Agreement, shall enter the grade at the starting rate in the fiscal year he/she was hired, and will move to each successive step at the start of each successive fiscal year.

**Salary Table**

<b>Year 1 - FYE19</b>		2.35%				
<b>Grade</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
<b>A</b>	\$20.4275	\$21.2845	\$22.2625	\$23.2886	\$24.3663	\$25.4978
<b>B</b>	\$18.6835	\$19.4961	\$20.4220	\$21.3934	\$22.4142	\$23.4858
<b>C</b>	\$18.0885	\$18.8735	\$19.7679	\$20.7073	\$21.6938	\$22.7290
<b>D</b>	\$17.4906	\$18.2479	\$19.1111	\$20.0179	\$20.9693	\$21.9688
<b>E</b>	\$16.5595	\$17.2628	\$18.0638	\$18.9042	\$19.7868	\$20.7144
<b>F</b>	\$12.7709	\$13.2994	\$13.8571	\$14.4425	\$15.0572	\$15.7003

<b>Year 2 - FYE20</b>		2.25%				
<b>Grade</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
<b>A</b>	\$20.8871	\$21.7634	\$22.7634	\$23.8126	\$24.9145	\$26.0715
<b>B</b>	\$19.1039	\$19.9348	\$20.8815	\$21.8748	\$22.9186	\$24.0143
<b>C</b>	\$18.4955	\$19.2982	\$20.2127	\$21.1733	\$22.1819	\$23.2404
<b>D</b>	\$17.8841	\$18.6585	\$19.5411	\$20.4683	\$21.4411	\$22.4631
<b>E</b>	\$17.1725	\$17.8916	\$18.7106	\$19.5700	\$20.4724	\$21.4209
<b>F</b>	\$13.2987	\$13.8390	\$14.4092	\$15.0079	\$15.6364	\$16.2939

<b>Year 3 - FYE21</b>		2.25%				
<b>Grade</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
<b>A</b>	\$21.3571	\$22.2531	\$23.2755	\$24.3484	\$25.4751	\$26.6582
<b>B</b>	\$19.5337	\$20.3833	\$21.3513	\$22.3669	\$23.4342	\$24.5546
<b>C</b>	\$18.9117	\$19.7324	\$20.6674	\$21.6497	\$22.6810	\$23.7633
<b>D</b>	\$18.2865	\$19.0783	\$19.9808	\$20.9289	\$21.9235	\$22.9685
<b>E</b>	\$17.5589	\$18.2941	\$19.1316	\$20.0103	\$20.9330	\$21.9029
<b>F</b>	\$13.5979	\$14.1504	\$14.7335	\$15.3455	\$15.9882	\$16.6606



Year 4 - FYE22	2.35%					
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
A	\$21.8590	\$22.7760	\$23.8225	\$24.9206	\$26.0737	\$27.2846
B	\$19.9927	\$20.8623	\$21.8531	\$22.8926	\$23.9849	\$25.1316
C	\$19.3561	\$20.1961	\$21.1531	\$22.1584	\$23.2140	\$24.3217
D	\$18.7163	\$19.5266	\$20.4503	\$21.4207	\$22.4387	\$23.5083
E	\$17.9715	\$18.7240	\$19.5812	\$20.4806	\$21.4250	\$22.4176
F	\$13.9174	\$14.4829	\$15.0797	\$15.7062	\$16.3640	\$17.0521

Effective 04-01-2019, and each fiscal year thereafter through 03-31-2021, a \$500 equity adjustment for E & F custodians will be rolled into their respective base wage.

**Longevity Pay** – Longevity pay will be earned by employees with ten (10) years of service and for each five (5) year increment thereafter, in accordance with the following schedule:

<u>Anniversary</u>	<u>Longevity Pay Earned</u>
10 <sup>th</sup>	\$ 700
15 <sup>th</sup>	\$ 900
20 <sup>th</sup>	\$1100
25 <sup>th</sup>	\$1400
30 <sup>th</sup>	\$1800

For the purpose of computing longevity pay, an employee shall receive a longevity increment on April 1<sup>st</sup>, if his/her 10<sup>th</sup>, 15<sup>th</sup>, 20<sup>th</sup>, 25<sup>th</sup>, 30<sup>th</sup> year of service shall be completed at any time within that fiscal year. Once eligible, the employee's annual increments shall become part of his/her wage.

## AIRFIELD PROGRESSION

Employees entering the Airfield either at BNIA as a Fieldperson or NFIA as Airport Attendant would begin at Salary Grade C. After one (1) year of continuous service in Grade C and after having successfully completed a written test (s) or practical exercise (s), the employee would progress to Salary Grade B. After one (1) year of continuous service in Grade B and after having successfully completed a written test (s) or practical exercise (s), the employee would progress to Salary Grade A.

MEMORANDUM OF UNDERSTANDING  
CONCERNING  
SALARY GRADE AA  
REACHED AUGUST 27, 2003  
BETWEEN  
NIAGARA FRONTIER TRANSPORTATION AUTHORITY  
AND  
INTERNATIONAL LONGSHOREMEN'S ASSOCIATION LOCAL 1949

This Agreement has been reached in full and final settlement of any and all complaints and grievances that may exist on this subject by the Union and/or its members and in full implementation of the Salary Grade AA provision of the Collective Bargaining Unit Agreement between the Niagara Frontier Transportation Authority and International Longshoremen's Association Local 1949 and the related arbitration awards of February 5, 1995 and October 9, 1997 by Arbitrators Drotning and Ahern, as well as PERB Case No. U-21786 heard by Judge Kaufman.

THE PARTIES AGREE THAT THE ELIGIBLE TITLES FOR SALARY GRADE AA STATUS ARE:

- Senior Groundsperson
- Senior Airport Attendant
- Groundsperson I
- Fuel Farm Technician
- Carpenter
- Electrician
- HVAC Maintenance Person
- Mechanic
- Painter
- Stationary Engineer

STANDARDS AND QUALIFICATIONS PROCEDURES

The parties agree to the standards and qualifications procedures necessary to qualify eligible employees for the Grade AA status and pay, as outlined in Attachment A to this Agreement.

UP TO \$1.00 PER HOUR SALARY GRADE AA PAY:

- Employees in each eligible job classification may potentially earn up to a maximum of \$1.00 per hour of Salary Grade AA Pay.
- There shall be five (5) Standards and Qualifications criteria or groups of criteria, for each of the Salary Grade AA-eligible job classifications listed above.
- Each of these five (5) Standards or Groups of Standards, as the case may be, will be worth \$.20 per hour each in potential Salary Grade AA Pay.

- Employees in the eligible job titles who demonstrate that they meet the Standards and Qualifications criteria will receive \$.20 per hour pay for each criteria or group of criteria for which they are evaluated as qualified by the Company.
- All employees who are currently eligible for potential Salary Grade AA will be initially evaluated by the Company by December 1, 2003. If they are found to be qualified in any of the categories, they will be paid the appropriate amounts retroactive to August 27, 2003.
- All such current employees who are not found to be qualified at this time may be re-evaluated at some future date. Also, future eligible employees will be evaluated as appropriate. If they are subsequently evaluated and ruled qualified, they will be eligible for the applicable payments on a prospective basis only, with no retroactivity.

LUMP SUM PAYMENT OF \$500:

- A lump sum payment of five hundred dollars (\$500) will be paid to all current and eligible ILA 1949 employees, except Boat Harbor, who are in Grade A, Step 6 employees as defined in the current Collective Bargaining Unit Agreement. These employees are identified, by name, in the below Attachment B to this Agreement.