Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see
http://digitalcommons.ilr.cornell.edu/perbcontracts/

Or contact us:
Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Niagara Frontier Transportation Authority and Buffalo Niagara Airport Firefighters Association (2008)**

Employer Name: **Niagara Frontier Transportation Authority**

Union: **Buffalo Niagara Airport Firefighters Association**

Effective Date: **04/01/08**

Expiration Date: **03/31/09**

PERB ID Number: **7832**

Unit Size:

Number of Pages: **33**

For additional research information and assistance, please visit the Research page of the Catherwood website - http://www.ilr.cornell.edu/library/research/

For additional information on the ILR School - http://www.ilr.cornell.edu/

PSO\ 7832

AGREEMENT

BETWEEN

NIAGARA FRONTIER TRANSPORTATION AUTHORITY

AND

BUFFALO NIAGARA AIRPORT FIREFIGHTERS ASSOCIATION

April 1, 2008 – March 31, 2009

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

SEP 17 2009

ADMINISTRATION

TABLE OF CONTENTS

	PAGE
ARTICLE I – REGOGNITION/UNION MEMBERSHIP	
Section 1 – Recognition	1
Section 2 – Purpose of Agreement	1
Section 3 – Applicable Law	2
Section 4 – Legislative Requirements	2
Section 5 – Association Officials	2
Section 6 – Dues Checkoff	2
Section 7 – Agency Shop Fee	3
Section 8 – New Job Classifications	3
ARTICLE II – HOURS OF WORK	
Section 1 – Work Week and Work Day	3
Section 2 – Overtime	3
Section 3 – Overtime Distribution	3
Section 4 – Call-In Pay	4
Section 5 – Lunch and Rest Periods	4
ARTICLE III –HOLIDAYS	
Section 1 – Holidays	4
Section 2 – Holiday Pay	4
Section 3 – Veterans	5
ARTICLE IV - VACATION	
Section 1 – Vacation Entitlement	5
Section 2 – Schedule of Incremental Steps	6
Section 3 – Entitlement Pro-Rate	6
Section 4 – Vacation Carry-Over	6
Section 5 – Monetary Equivalent	6
Section 6 – Vacation During Holiday	7
Section 7 – Vacation Pay	7
Section 8 – Vacation Sellback	7
ARTICLE V – COMPENSATION	
Section 1 – Salary	7
Section 2 – Course of Duty Injury Pay	7
Section 3 – Jury Duty and Testimony	8
Section 4 – Out-of-Title Pay	8
Section 5 – Training Pay	9
Section 6 – Court Pay	9
Section 7 – Stipend for Non-Use of Sick Leave	9
Section 8 – Workers' Compensation	9
Section 9 – EMT Certification Pay	10
Section 10 – Peace Officer Certification Pay	10
Section 11 – First Responder Certification Pay	10

	PAGE
ARTICLE VI – IDENTIFICATION BADGES/UNIFORM AND CLEANING ALLOWANCE/NFTA PROPERTY	
Section 1 – Identification Badges	10
Section 2 – Uniform Allowance	11
Section 3 – Cleaning Allowance	11
Section 4 – NFTA Property	11
ARTICLE VII – HOSPITAL, SURGICAL, DENTAL, OPTICAL AND PRESCRIPTION INSURANCE	
Section 1 – Medical Insurance	11
Section 2 – Waiver of Medical Insurance	12
Section 3 – Dental Insurance	12
Section 4 – Optical Insurance	12
Section 5 – Equivalent Coverage	12
Section 6 – Medical Insurance Upon Retirement	12
ARTICLE VIII – RETIREMENT BENEFITS	
Section 1 – New York State Retirement System	14
ARTICLE IX – SENIORITY, LAYOFF AND RECALL	
Section 1 – Seniority Defined	15
Section 2 – Promotion	15
Section 3 – Layoff/Demotion	15
Section 4 – Recall	16
Section 5 – Probationary Period (New Employees)	16
ARTICLE X – LEAVES OF ABSENCE WITH PAY	
Section 1 – Personal Leave	16
Section 2 – Sick Leave	16
Section 3 – Union Leave	17
Section 4 – Military Leave	17
Section 5 – Bereavement Leave	18
ARTICLE XI – SICK LEAVE BANK	18
ARTICLE XII – GRIEVANCE AND ARBITRATION PROCEDURE	
Section 1 – Definition	19
Section 2 – Procedure	19
Section 3 – Matters Relevant to Grievance Procedure	20
ARTICLE XIII – DISCIPLINARY PROCEDURE	
Section 1 – Disciplinary Action	20
Section 2 – Procedure	21
Section 3 – Bill of Rights	21
ARTICLE XIV – SAFETY AND WELFARE	
Section 1 – Safety Committee	21
Section 2 – Safety Devices	21
Section 3 – Drug and Alcohol Testing	22

	PAGE
ARTICLE XV – PERSONNEL FILE	
Section 1 – Disciplinary Memo or Notice	22
Section 2 – Unsupported Charges	22
Section 3 – Inspection	22
ARTICLE XVI – MISCELLANEOUS BENEFITS	
Section 1 – Bulletin Boards	22
Section 2 – Printing of Agreement	23
Section 3 – Mileage Allowance	23
Section 4 – Indemnification	23
Section 5 – Physical Fitness Equipment	23
Section 6 – Direct Deposit	23
ARTICLE XVII – SAVINGS CLAUSE	23
ARTICLE XVIII – TERMS OF AGREEMENT	24
ARTICLE XIX – LEGISLATIVE REVIEW	24
LONGEVITY PAY	25
WAGE RATES	26
APPENDIX "A"	27
ARFO SENIORITY LIST	28

THIS AGREEMENT made and entered into on the 27th day of July, 2009, by and between Niagara Frontier Transportation Authority, a body corporate and politic, constituting a public benefit corporation, organized and existing pursuant to Chapter 717 of the Laws of 1967 of the State of New York, as amended, with its principal office for the transaction of business at 181 Ellicott Street, in the City of Buffalo, County of Erie and State of New York, (hereinafter referred to as "NFTA") and the Buffalo Niagara Airport Firefighters Association.

WITNESSETH:

ARTICLE I – RECOGNITION/UNION MEMBERSHIP

SECTION 1 – RECOGNITION

Pursuant to PERB Case No. C-2735, the NFTA recognizes the Association as the representative of its Aircraft, Rescue and Firefighting Officers.

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

It is agreed that, before there may be a layoff of any employee on Exhibit "A," the above paragraph shall become inoperative for the period of such layoff and the jurisdiction of the bargaining unit shall revert to that which existed prior to the date of the 4/1/87 Agreement. Any employee hired on or after 1/28/08 will not be required to possess a Peace Officer Certification and, therefore, will not be included within Exhibit "A."

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

SECTION 2 – PURPOSE OF AGREEMENT

The parties hereto desire to provide through this Agreement: methods for orderly collective bargaining between the NFTA and the Association; to secure prompt and equitable disposition of

grievances that may arise; to establish fair wages, fringe benefits and working conditions for personnel in the negotiating unit and to promote, to the highest degree, efficiency providing service to the public.

SECTION 3 – APPLICABLE LAW

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

SECTION 4 – LEGISLATIVE REQUIREMENTS

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

SECTION 5 – ASSOCIATION OFFICIALS

The Association will advise the NFTA, in writing to the Manager of Labor Relations, the names and titles of each of its four (4) officers and four (4) 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 any such change.

SECTION 6 – DUES CHECKOFF

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

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

SECTION 7 – AGENCY SHOP FEE

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

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

SECTION 8 – NEW JOB CLASSIFICATIONS

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

ARTICLE II – HOURS OF WORK

SECTION 1 – WORK WEEK AND WORK DAY

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

SECTION 2 – OVERTIME

Overtime shall be all work beyond a regular scheduled tour of duty and any work beyond a regular scheduled workweek and shall be paid at time and one-half the employee's hourly rate.

SECTION 3 – OVERTIME DISTRIBUTION

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

SECTION 4 – CALL-IN PAY

When an employee is called to work other than as scheduled, i.e. from home, not on premises, he/she will be guaranteed a minimum of five (5) hours pay at the appropriate rate. When the employee is requested to continue working, he/she will be paid for the actual hours worked at the appropriate rate.

SECTION 5 – LUNCH AND REST PERIODS

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

ARTICLE III – HOLIDAYS

SECTION 1 – HOLIDAYS

The following are to be paid holidays, whether or not they fall within the scheduled work week: New Year's Day, Martin Luther King Jr. Day, President's Day, Good Friday (6 hours), Memorial Day, Independence Day, the first Monday in August, Labor Day, Columbus Day, Election Day, Veteran's Day, Thanksgiving Day and Christmas Day. In order to be paid for a holiday, an employee must be on full pay status or workers' compensation. Employees on unpaid leave, disability or disciplinary suspension when a holiday occurs, or is observed, will not be paid for that holiday. In any fiscal year, an employee must have worked the last scheduled day/night prior to the holiday and the immediate day or night after the holiday in order to be paid for such holiday.

SECTION 2 – HOLIDAY PAY

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

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

When an Aircraft, Rescue, Firefighting Officer is scheduled to work a holiday and calls in sick, he/she will be paid sick time for this day and will not be eligible for holiday pay.

SECTION 3 – VETERANS

Employees are entitled to the benefits of Public Officers Law §63. Employees who meet the eligibility requirements of that statute and who are scheduled to work on Memorial Day and/or Veteran's Day will be entitled to the day(s) off with pay and without being required to charge vacation leave.

If an eligible employee is scheduled to work on Memorial Day and/or Veteran's Day and is required to work one or both of those days by NFTA because his/her absence would endanger the public safety, then the employee shall be entitled to a leave of absence with pay on another day approved by his or her supervisor in lieu of Memorial Day and/or Veteran's Day.

Otherwise, eligible employees who are scheduled to work Memorial Day and/or Veteran's Day and who do work will not be entitled to any additional compensation or time off.

ARTICLE IV – VACATION

SECTION 1 – VACATION ENTITLEMENT

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

Basic vacation credits shall be earned on a per week basis as follows:

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

during each fiscal year commencing April 1st and ending on the immediately following March 31st. Thus, an employee may earn up to thirteen (13) basic vacation days (130 hours) in a particular fiscal year.

Anniversary vacation credits will be earned at the rate of one (1) additional day (10 hours) for each full year, plus one (10 hours) day of employment up to a maximum of seven (70 hours) days. Such credit will be deemed earned on the day immediately following the employee's anniversary date.

Longevity vacation credits up to a maximum of five (50 hours) days will be earned by employees with twelve (12) years or more of service. The first day's (10 hours) credit will be earned on the employee's twelfth anniversary, and one additional (10 hours) day will be earned on the employee's seventeenth, twenty-second, twenty-seventh and thirty-second anniversary dates.

Vacation credits must be taken in not less than one-half day increments.

SECTION 2 – SCHEDULE OF INCREMENTAL STEPS

Fiscal year of employment	Vacation credits
First year	Up to 13 days (130 hours)
Second year	Up to 14 days (140 hours)
Third year	Up to 15 days (150 hours)
Fourth year	Up to 16 days (160 hours)
Fifth year	Up to 17 days (170 hours)
Sixth year	Up to 18 days (180 hours)
Seventh year	Up to 19 days (190 hours)
Eighth year through Eleventh year	Up to 20 days (200 hours)
Twelfth year through Sixteenth year	Up to 21 days (210 hours)
Seventeenth year through Twenty-first year	Up to 22 days (220 hours)
Twenty-second year through Twenty-sixth year	Up to 23 days (230 hours)
Twenty-seventh year through Thirty-first year	Up to 24 days (240 hours)
Thirty-second year or more	Up to 25 days (250 hours)

SECTION 3 – ENTITLEMENT PRO-RATE

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

SECTION 4 – VACATION CARRY-OVER

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

SECTION 5 – MONETARY EQUIVALENT

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

SECTION 6 – VACATION DURING HOLIDAY

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

SECTION 7 – VACATION PAY

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

SECTION 8 – VACATION SELLBACK

Officers have the option to convert vacation time into cash value, four (4) times during the fiscal year. This election for a maximum total of ten (10) days per fiscal year must be submitted, in writing, to the Chief prior to the date(s), which the vacation check will be paid. The cash value may be paid with the first paychecks in May, August, November and February.

ARTICLE V- COMPENSATION

SECTION 1 – SALARY

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

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

SECTION 2 – COURSE OF DUTY INJURY PAY

An employee injured in the course of performing his/her duties for the NFTA as an Aircraft, Rescue, Firefighting Officer and leaves work upon notification to his/her supervisor because of such injury, shall be entitled to receive compensation equal to their regular salary during the period of time the employee is unable to work. Such compensation from the NFTA shall cease at the earlier of (i) twelve months from the date of injury, (ii) the date the employee resumes working for the NFTA, (iii) the date it

is determined that the employee shall receive New York State Disability Retirement Benefits, or (iv) the date it is determined by the NFTA physician that the employee may return to work at the NFTA.

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

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

During the period of time that the employee is receiving course of duty injury pay from the NFTA, the amount of such pay shall be reduced by any amount the employee receives for work performed for another employer or entity or as a result of self-employment, except for amounts received for part-time employment in which the employee has been engaged before the date of the injury.

SECTION 3 – JURY DUTY AND TESTIMONY

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

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

SECTION 4 – OUT-OF-TITLE PAY

Whenever an employee is assigned to perform the duties of a higher paid job classification, he/she shall be paid the sum of $5.00 per hour for all hours actually worked in the higher paid job classification. Any employee who is a member of the Association's Executive Board may refuse a request to work in the position of Captain. All other employees may refuse a request to work as a Captain unless no other qualified Aircraft, Rescue, Firefighting Officer working the shift accepts such assignment. In that case, the Chief shall have the discretion to order a qualified Aircraft, Rescue, Firefighting Officer to work in the position of Captain.

SECTION 5 – TRAINING PAY

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

SECTION 6 – COURT PAY

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

SECTION 7 – STIPEND FOR NON-USE OF SICK LEAVE

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

A. Eligible Officers who receive the $400.00 bonus for each quarter of the calendar year shall receive an additional bonus of $400.00.

B. For purposes of this Section, the following shall be considered as days worked:

1. Full days actually worked;
2. Days absent on paid vacation;
3. Days absent on paid holidays designated in this Agreement;
4. Days absent on ordered military reserve or National Guard duty, not full-time active duty;
5. Days absent on paid bereavement leave under the provisions of this Agreement;
6. Days absent on paid personal days, pursuant to the provisions of Article X, Section 1;
7. Days absent on paid jury duty under the provisions of this Agreement
8. Officers will not be paid the sick leave stipend for the quarter in which he/she is off on workers' compensation or injury on duty.

SECTION 8 – WORKERS' COMPENSATION

If an employee is receiving workers' compensation or injury on duty pay during the month in which a stipend, i.e. EMT certification, Peace Officer certification, First Responder certification is issued, the employee will not receive such stipend until the employee returns to full duty and provides documentation that the certification has been retained. The stipend will be paid in the next pay period upon return to full duty and documentation has been submitted and approved.

Employees on workers' compensation or injury on duty will receive uniform and cleaning allowance. An employee on light duty will receive uniform and cleaning allowance. Upon returning to full duty from workers' compensation, injury on duty pay, light duty, an employee who provides documentation that his/her certification for EMT, Peace Officer (for employees hired prior to 1/1/08) and First Responder has been retained and approved will receive the stipend in the next pay period.

SECTION 9 – EMT CERTIFICATION PAY

Effective March 31, 2009, all Aircraft Rescue Firefighting Officers who obtain and retain his/her EMT Certification shall receive, in a separate check, ninety (90) hours pay which shall be payable no later than October 15th of each year.

Each Aircraft Rescue Firefighting Officer hired after January 1, 2008, must obtain and retain his/her EMT Certification for continued employment.

SECTION 10 – PEACE OFFICER CERTIFICATION PAY

Effective April 1st of each year, each Officer who qualifies annually for peace officer certification shall receive a separate check in the amount of sixteen (16) hours pay in the first pay period of October.

SECTION 11 – FIRST RESPONDER CERTIFICATION PAY

The NFTA shall offer (during duty hours) a first responder course to all Officers. Officers who successfully complete this course, or other first responder course, and obtain a first responder certification, shall be entitled to a sum of fifty (50 hours) pay in a separate check to be paid no later than February 15th of each year, provided the Officer obtains or retains the first responder certification.

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

SECTION 1 – IDENTIFICATION BADGES

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

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

SECTION 2 – UNIFORM ALLOWANCE

The NFTA will provide fifty-five (55) hours pay per fiscal year, uniform allowance for all issued equipment, excluding weapons. This allowance shall be paid in a separate check in the first pay period in May of each year.

SECTION 3 – CLEANING ALLOWANCE

On January 1st of each year, the NFTA will provide each employee with a separate check in the amount of thirty (30) hours pay for uniform cleaning allowance.

SECTION 4 – NFTA PROPERTY

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

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

SECTION 1 – MEDICAL INSURANCE

Effective March 31, 2009, employees hired prior to March 19, 2002 will be required to contribute an amount equal to ten percent (10%) of the monthly premium cost for single or family coverage, as appropriate, under the LMHC "Core" Plan or replacement plan. The amount of the employee's contribution will be capped at 1.5% of the hourly wage rate multiplied by 2184 hours in pre-tax dollars.

Employees hired after March 19, 2002 will continue to contribute twenty percent (20%) of the monthly premium cost for either single or family coverage.

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

The NFTA reserves the right to opt out of the LMHC or the "Core" Plan effective on or after November 1, 2007 and replace that coverage with a comparable "replacement plan" coverage, which the NFTA will submit to the Buffalo Niagara Airport Firefighters Association for its review and comment.

SECTION 2 – WAIVER OF MEDICAL INSURANCE

The NFTA may, in its sole discretion, administer its program whereby an employee may waive the medical insurance coverage set forth in Section 1 above, upon proof of duplicate coverage. The rules and procedures for taking part in this program and/or for reapplying for the insurance coverage provided for in Section 1, shall be established by the NFTA in its sole discretion. Any employee who, for the entire period of April 1st through November 30th, has waived his or her medical coverage with the approval of the NFTA shall receive the amount of $1000 for single coverage and $2000 for family coverage payable no later than December 15th. It is further understood that re-enrollment in the NFTA provided medical insurance coverage may only be done for the next fiscal year or upon proof of loss of duplicate coverage.

SECTION 3 – DENTAL INSURANCE

NFTA shall provide permanent employees and qualifying dependents, the Group Health Incorporated (GHI) Preferred Dental Plan.

The NFTA shall provide permanent employees and qualifying dependents, the GHI Preferred Plan.

SECTION 4 – OPTICAL INSURANCE

NFTA shall provide permanent employees and qualifying dependents with Group Health Incorporated Comprehensive Benefits Plan (CBP) Optical coverage.

SECTION 5 – EQUIVALENT COVERAGE

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

SECTION 6 – MEDICAL INSURANCE UPON RETIREMENT

The Company will contribute toward medical insurance for eligible retirees as outlined in points A and B.

To be eligible for the 50% contribution, the retiree must meet the following conditions:

- Retire on or after 4/1/88
- Retire with a minimum of fifteen (15) years of credited service with the NFTA
- Must enroll in the NFTA retiree medical benefit program

- Must retire from full-time employment from the NFTA

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

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

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

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

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

Effective November 1, 2007 or as soon thereafter as possible, there are two LMHC plans for Age Pre-65/Pre-Medicare Eligible Retirees who retire on or after that date: the Core Plan and the Traditional Blue PPO 812 Plan with Rx. Participation in the plans is subject to residency 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 Core Plan or a Replacement Plan selected by the Company for Age Pre-65 retirees. Such retirees covered by the Traditional Blue PPO 812 with Rx, will also be responsible for paying the difference between the 50% of the Core Plan and the cost of the Traditional Blue PPO 812 with Rx.

B. Age Post-65/Medicare Eligible Retirees

Effective November 1, 2007, or as soon thereafter as possible, there are four (4) LMHC plans for Age Post-65 Medicare Eligible/Enrolled Retirees. Participation in the plans is subject to residency requirements established by the carrier, Blue Cross/Blue Shield of Western New York. **NOTE:** Upon becoming eligible for Medicare, retirees/spouses of the bargaining unit will be required to enroll in Medicare Parts A & B.

The four plans are:

Option A – BCBS of WNY Senior Blue 402
Option B – BCBC of WNY Senior Blue 401
Option C – BCBC of WNY Traditional Medicare 201
Option D – Traditional Blue PPO 812 with RX

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

The Company will pay 50% of the monthly premium cost for single or double coverage as appropriate, for Option A, B or C or a Replacement Plan selected by the Company, for Age Post-65 retirees on or after April 1, 2007.

For Age Post-65 Medicare Eligible/Enrolled Retirees covered under Option A, B or C 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 either Option A, B or C and will pay 50% of the monthly premium cost for coverage for those individuals in the Core Plan or Replacement Plan.

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

ARTICLE VIII – RETIREMENT BENEFITS

SECTION 1 – NEW YORK STATE RETIREMENT SYSTEM

A. For employees who elected to remain in the New York State and Local Employees Retirement Plan, the NFTA shall continue to contribute on behalf of the employees and provide benefits under Sections 75-i and 41-j.

B. For employees in the New York State Police and Fire Retirement System and for all future hires, the NFTA shall contribute on behalf of the officers to Plans under §384(d) and §384(e) with §375 backup plans.

ARTICLE IX – SENIORITY, LAYOFF AND RECALL

SECTION 1 – SENIORITY DEFINED

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

SECTION 2 – PROMOTION

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

SECTION 3 – LAYOFF/DEMOTION

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

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

SECTION 4 – RECALL

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

SECTION 5 – PROBATIONARY PERIOD (NEW EMPLOYEES)

New employees will serve a probationary period of twelve (12) months from the date of hire, during which time said employee may be disciplined or discharged without any recourse to Article XIII. As to the practice of swaps while on probation, probationary employees may swap up to 120 hours during the twelve-month period with the express permission of the Chief or his designee. The Chief or his designee may deny swaps at his/her discretion without recourse to the grievance procedure, Article XII – Grievance and Arbitration Procedure.

ARTICLE X – LEAVES OF ABSENCE WITH PAY

SECTION 1 – PERSONAL LEAVE

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

Personal leave shall be granted for such personal business as arises from time to time and as approved by NFTA. Personal leave shall be granted only upon at least forty-eight (48) hours prior written notice (when possible) to NFTA. At the start of each fiscal year, any personal leave time not used by an employee during the previous fiscal year will be converted into sick leave in equal increments and added to the employee's accumulated sick leave time, providing it does not exceed the maximum allowed. Personal leave time may be taken in not less than three (3) hour increments.

SECTION 2 – SICK LEAVE

An employee on full-pay status who is unable to report for work because of illness or injury, will be paid sick time at his/her regular hourly rate and any other benefits, starting with the first scheduled workday on which the employee is absent, subject to the limitations hereinafter provided. Earnings for

sick days will be included in the employee's regular pay. Sick leave is exclusively to help compensate employees who are unable to work due to a bonafide illness or injury.

Sick days shall be earned on a per week basis as follows:

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

while an employee is on full-pay status, up to a maximum of thirteen (13) days (130 hours) per fiscal year. Sick days may accumulate up to 2,300 hours. For the purpose of determining the number of sick days earned, the following days shall be considered as having been worked: vacation days, days lost by reason of temporary leave of absence for Association business up to a maximum of five (5) working days per year, paid personal days, or any other days off or leave while an employee is on full-pay status.

Of the maximum thirteen (13) sick days each year, an officer may use up to seven (7) paid sick days without medical documentation in accordance with the conditions set forth above. In order to receive paid sick leave in excess of seven (7) days in any fiscal year, an officer may be requested to present medical documentation from the physician verifying the illness or injury.

For any illness in excess of four (4) consecutive workdays, the NFTA may require a doctor's statement as to the employee's health prior to returning to work.

Employees have the responsibility to notify their supervisor one (1) hour prior to the start of their shift when they are sick.

SECTION 3 – UNION LEAVE

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

a. Investigate and process grievances
b. Post notices
c. Distribute literature
d. Attend negotiating meetings
e. Consult with the NFTA concerning the enforcement of any provision of this Agreement
f. Any employee selected by the Association to represent it in any district, state or national convention shall be granted leave of absence to attend such convention without pay and without loss of seniority rights or other benefits, provided NFTA receives sufficient prior written notice to obtain a replacement.

SECTION 4 – MILITARY LEAVE

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

SECTION 5 – BEREAVEMENT LEAVE

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

For stepchildren, the employee shall be entitled to a maximum of three (3) days of bereavement leave with pay. The employee must attend the funeral or memorial service and shall notify the department head of his/her request of said leave. Proof of the relationship to the deceased, i.e. marriage certificate to the parent of the deceased, birth certificate of the deceased child, shall be submitted by the employee upon request.

ARTICLE XI – SICK LEAVE BANK

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

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

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

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

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

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

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

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

ARTICLE XII – GRIEVANCE AND ARBITRATION PROCEDURE

SECTION 1 – DEFINITION

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

SECTION 2 – PROCEDURE

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

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

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

Step 3 – If not satisfied with the Manager of Labor Relations' answer, the Association may, within thirty (30) days of receipt of the Step 2 decision, file a written demand for arbitration with the Manager of Labor Relations 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. **James McDonnell**
2. **Thomas Rinaldo**
3. **Michael Lewandowski**

When a demand for arbitration is filed, the case will be assigned to the first/next arbitrator on the list, provided the arbitrator is available to hear the case on a date available to the parties within one hundred twenty (120) calendar days, unless that time condition is waived by the parties. If the initial arbitrator contacted is not available within 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 arbitration 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.

SECTION 3 – MATTERS RELEVANT TO GRIEVANCE PROCEDURE

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

(b) In the case of a group, policy or organization type grievance, the grievance may be submitted directly to the Manager of Labor Relations.

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

ARTICLE XIII – DISCIPLINARY PROCEDURE

SECTION 1 – DISCIPLINARY ACTION

Upon completion of a one (1) year probationary period, an employee shall become permanent and shall not be terminated or otherwise subjected to any discipline except for just cause. The only procedure for taking disciplinary action shall be set forth in this Article.

SECTION 2 – PROCEDURE

An employee against whom disciplinary action is taken shall be served with written notice of the reasons for such discipline and the penalty imposed. A copy of the discipline will also be forwarded to the President of the Association. 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.

SECTION 3 – BILL OF RIGHTS

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

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

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

(d) No employee shall be given a polygraph examination.

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

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

ARTICLE XIV – SAFETY AND WELFARE

SECTION 1 – SAFETY COMMITTEE

A committee of six (6) members, three (3) members designated by the NFTA and three (3) members designated by the Association will review and investigate complaints regarding working conditions.

SECTION 2 – SAFETY DEVICES

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

SECTION 3 – DRUG AND ALCOHOL TESTING

Both parties agree that in the interest of public safety and for the safety and protection of its employees, the NFTA has the right to require employees to submit to drug and alcohol testing under the terms of the NFTA policy for compliance with Federal Regulations, the Drug Free Workplace Act of 1988 (49 CFR Part 32) and Prevention of Prohibited Drug Use and Alcohol Misuse (49 CFR Part 655). This program will include the random testing of Buffalo Niagara Airport Firefighters Association employees for drugs and alcohol in accordance with federal standards.

ARTICLE XV – PERSONNEL FILE

SECTION 1 – DISCIPLINARY MEMO OR NOTICE

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

SECTION 2 – UNSUPPORTED CHARGES

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

SECTION 3 – INSPECTION

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

ARTICLE XVI – MISCELLANEOUS BENEFITS

SECTION 1 – BULLETIN BOARDS

NFTA agrees to allow authorized employees of the Association to use the designated bulletin boards for posting official Association 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 meeting, elections, appointments to offices and results of elections, social, educational or recreational affairs of the Association.

SECTION 2 – PRINTING OF AGREEMENT

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

SECTION 3 – MILEAGE ALLOWANCE

If an employee is requested by the NFTA to use his or her personal vehicle during the course of work and the employee agrees, the Employer will reimburse mileage to the employee at the established IRS rate for the use of an employee's personal vehicle.

SECTION 4 – INDEMNIFICATION

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

SECTION 5 – PHYSICAL FITNESS EQUIPMENT

The NFTA shall maintain an exercise room to be housed at the CFR building for use of Aircraft, Rescue, Firefighting Officers. The equipment in the exercise room will be maintained by the NFTA and, every fiscal year, a committee consisting of the Chief, President of BNAFA and the Director of Aviation or his/her designee, will make recommendations for the purchase of new or replacement of existing equipment in the exercise room.

SECTION 6 – DIRECT DEPOSIT

Officers will be afforded the option for direct deposit of their payroll checks.

ARTICLE XVII – SAVINGS CLAUSE

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

ARTICLE XVIII – TERMS OF AGREEMENT

This Agreement shall become effective April 1, 2008 and shall continue in effect until March 31, 2009.

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

ARTICLE XIX – LEGISLATIVE REVIEW

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

It is hereby agreed that the attached schedules reflect the salary rates payable to the employees covered by this Agreement. The attached salary schedules cover a period commencing April 1, 2008 and ending March 31, 2009. All references to "year" shall refer to the fiscal year April 1 to March 31.

Any new employees hired shall enter the appropriate wage increment at the starting rate in the fiscal year he/she was hired; then will move to the first step after six (6) months of satisfactory service from the date of hire, and will then be eligible to move to each successive step based on satisfactory service on the anniversary of the first step until the fifth step is reached.

LONGEVITY PAY

Effective April 1st, for employees who have completed or will complete seven (7) years of continuous service for the NFTA during the fiscal year April 1 through March 31, $500 will be added to the employee's salary rate. Effective April 1st of the fiscal year in which such employee shall have completed eleven (11) years of continuous service for the NFTA, an additional $200 shall be added to the employee's salary rate (making the total longevity pay $700). Effective April 1st of the fiscal year in which such employee shall have completed fifteen (15) years of continuous service for the NFTA, an additional $200 shall be added to the employee's salary rate (making the total longevity pay $900). Effective April 1st of the fiscal year in which such employee shall have completed twenty (20) years of continuous service for the NFTA, an additional $200 shall be added to the employee's salary rate (making the total longevity pay $1100).

AIRCRAFT RESCUE FIREFIGHTING OFFICERS

WAGE RATES

APRIL 1, 2008 – MARCH 31, 2009

SALARY RATES – EFFECTIVE APRIL 1, 2008

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
13.4124	14.7581	16.1038	17.4495	18.7951

APPENDIX "A"

1. Abramo, Charles
2. Chortie, Alan
3. Crangle, Daniel
4. Finnegan, Timothy
5. Flynn, William
6. Herdzik, Joseph
7. Kotwicki, Jerome
8. Lettieri, Victor
9. Lippiatt, Philip
10. Louisos, Angelo
11. McQuade, Timothy
12. Malone, Robert
13. Maxwell, Fay
14. Napierala, Gregory
15. Notaro, Donald
16. Radoani, John
17. Rivera, Michael
18. Roll, Roger
19. Tagliaferro, David
20. Whitthorne, F. Marie
21. Mischel, Robert
22. Szymanski, Martin

ARFO SENIORITY LIST

1. Rivera, Michael
2. Maxwell, Fay
3. Roll, Roger
4. Napierala, Gregory
5. Kotwicki, Jerome
6. McQuade, Timothy
7. Malone, Robert
8. Radoani, John
9. Tagliaferro, David
10. Louisos, Angelo
11. Flynn, William
12. Whitthorne, F. Marie
13. Herdzik, Joseph
14. Crangle, Daniel
15. Abramo, Charles
16. Lippiatt, Philip
17. Lettieri, Victor
18. Notaro, Donald
19. Finnegan, Timothy
20. Chortie, Alan
21. Mischel, Robert
22. Szymanski, Martin
23. Walsh, Michael
24. Eberth, Joel
25. Turner, Anthony
26. Major, William
27. Biedron, Seth
28. Sweetland, George
29. Langenfeld, Nickolas
30. O'Connor, Mike
31. Powers, Brian
32. Strom, Jessica

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 27th day of July 2009.

BUFFALO NIAGARA AIRPORT FIREFIGHTERS ASSOCIATION

NIAGARA FRONTIER TRANSPORTATION AUTHORITY

Lawrence M. Meckler
Executive Director