

**July 1, 2012-June 30,
2022 Agreement:
New York State Canal
Corporation**



TABLE OF CONTENTS

ARTICLE 1	Statement of Joint Purpose	2
ARTICLE 2	Recognition	2
ARTICLE 3	Term of Agreement	2
ARTICLE 4	Payroll Deductions for Dues, Insurance, Retirement Account, Deferred Compensation, PEF/COPE and Direct Deposit	2
ARTICLE 5	Employee Organization Rights	3
	A. Information to PEF Concerning Employees	3
	B. Employees to be Furnished Copies of this Agreement	3
	C. Access by Corporation Employees to PEF Representatives	4
	D. Agency Shop	4
	E. Bulletin Boards	4
	F. Leave	4
	G. Copy of Publications	5
ARTICLE 6	Management Responsibilities	5
ARTICLE 7	Union Responsibilities	5
ARTICLE 8	Salaries and Salary Schedules	6
	A. Salary	6
	B. Experience Payments	7
	C. Full Minimum Salary Increase Upon Promotion	7
	D. Computation of Daily Rate of Pay	7
	E. Out-of-Title Work	7
	F. Salary of State Employees Upon Transfer/Promotion	8
	G. Navigation Season Stipend	8
	H. Unsatisfactory Performance Rating Appeal Procedure	8
	I. Salary Schedules	10
ARTICLE 9	Retirement	20
	A. Retirement Benefits for Corporation Employees	20
	B. Survivor's Benefit for Retired Employees	20
	C. Written Waiver	20
	D. Deduction from Retirement Allowances for PEF Dues and Life Insurance Premiums	20
	E. Retirement Health Insurance Coverage	20
ARTICLE 10	Insurances	21
	A. Health, Dental and Vision Care	21
	B. Accidental Death Benefit	23

ARTICLE 11	Work Day, Work Week, Overtime	23
	A. Work Day – Work Week	23
	B. Flexible Hours	24
	C. Overtime Meal Allowance	24
ARTICLE 12	Attendance and Leave	25
	A. Holidays	25
	B. Vacation (Annual) Leave	25
	C. Sick Leave	28
	D. Extended Sick Leave	31
	E. Sick Leave at Half Pay	32
	F. No Fault or Other Duplicate Compensation	32
	G. Personal Leave	33
	H. Leave for Extraordinary Conditions	34
	I. Volunteer Firefighter, Ambulance and Civil Defense Duties	34
	J. Leave for Professional Examinations	35
	K. Workers' Compensation Leave	35
	L. Leave of Absence for Probationary Employees	38
ARTICLE 13	Employee Benefits	38
	A. Health and Safety	38
	B. Posting of Examination Announcements	39
	C. Thruway Passes	39
	D. Canal Passes	40
	E. Meal, Lodging and Mileage Allowance	40
	F. Tuition Assistance	40
	G. Class Specifications/Duty Statements of Positions	41
	H. Parking Facilities	42
	I. Reimbursement for Personal Property Damage	42
	J. Hearing Stenographer for Classification and Compensation Appeals	42
	K. Transfer Policy	42
	L. Personal History Folders	43
	M. Defendant Counsel Costs	43
	N. First Aid/Defensive Driver Training	44
	O. Career Mobility	44
	P. Employee Assistance Program	44
	Q. Benefits for Less Than Full-Time Employees	44
	R. Definition of Seniority	44
	S. Flexible Spending Accounts and College Savings Program	44
	T. Professional Organizations	44
ARTICLE 14	Grievance Procedure	45
	A. Definition	45
	B. Grievance Procedure Steps	45
	C. Basic Standards and Principles	46

ARTICLE 15	Discipline Procedure	47
	A. Applicability	47
	B. Purpose	47
	C. Employee Rights	47
	D. Suspension or Temporary Reassignment Before Notice of Discipline	48
	E. Disciplinary Procedure	50
	F. Settlements	53
	G. Definitions	54
	H. Timeliness	54
	I. Time Limits	54
	J. Changes	54
	K. Unauthorized Absence	54
ARTICLE 16	Economic Interest	55
	A. Notice of Intent to Contract Out	55
	B. Notice of Anticipated Layoff	55
	C. Preferential Hiring	56
ARTICLE 17	Code of Fair Practices	56
	A. Appointment, Assignment and Promotion of Corporation Personnel	56
	B. Union and Corporation Action	56
	C. Training for Job Opportunities	56
	D. Union and Corporation Forms	57
	E. Cooperation with State Division of Human Rights	57
	F. Conduct by the Union and Corporation Representatives	57
	G. No Discrimination	57
	H. Compliance with Legislative Action	57
ARTICLE 18	Labor/Management Meetings	58
ARTICLE 19	Statutory Limitations	58
APPENDIX A	Overtime for Grade 24 Professional Engineers and Architects	60
APPENDIX B	Article 14 Grievance Form	62
APPENDIX C	Article 15 Disciplinary Grievance Form	64

AGREEMENT BETWEEN
NEW YORK STATE CANAL CORPORATION
and
PUBLIC EMPLOYEES FEDERATION
DIVISION 504, AFL-CIO
FOR NEGOTIATING UNIT V

Agreement made as of the 7th day of August, 2018 by and between the New York State Canal Corporation (hereinafter referred to as the "Corporation") and the Public Employees Federation, Division 504, AFL-CIO (hereinafter referred to as the "PEF"), acting as the duly certified collective negotiating representative of all employees in the following titles who comprise Negotiating Unit V of the employees of the Corporation excepting those temporarily appointed or promoted from outside this Negotiating Unit, but including those employees in this unit who have been temporarily appointed or promoted to titles assigned to another negotiating unit:

Assistant Canal Equipment Specialist
Assistant Engineer (Civil)
Assistant Engineer (Civil/Transportation)
Canal Electrical Supervisor
Canal Equipment Specialist
Canal Maintenance Supervisor 2
Canal Maintenance Shop Supervisor 2
Canal Traffic Agent
Code Compliance Specialist 1
Contract Management Specialist 1
Contract Management Specialist 2
Engineering Technician
Engineering Trainee
Environmental Specialist 1
Environmental Specialist 2
Floating Plant Supervisor
Information Technology Specialist 1
Land Surveyor
Mapping Technologist 2
Principal Engineering Technician
Professional Engineer 1 (Civil/Transportation)
Professional Engineer 1 (Environmental)
Professional Engineer 2 (Civil/Transportation)
Real Estate Specialist 1
Real Estate Specialist 2
Senior Engineering Technician
Senior Land Surveyor

ARTICLE 1 Statement of Joint Purpose

The parties to this Agreement affirm their understanding that the Corporation is a public benefit corporation and its facilities are managed for the safety and convenience of the public, essential commerce and the national defense. It is the declared purpose of this Agreement to maintain and improve the quality and efficiency of Corporation facilities and services, mindful of the public need for economic transportation, the employee need for fair compensation, working conditions and benefits, and the obligations of the Corporation under State and other laws. To this end, the Corporation and PEF join themselves together to observe in good faith the terms of this Agreement.

ARTICLE 2 Recognition

The Corporation, pursuant to Sections 207(3) and 208(2) (c) of the Public Employees' Fair Employment Act, recognizes PEF as the sole and exclusive representative of all Corporation employees in this Negotiating Unit for collective negotiations with respect to salaries, fringe benefits, and other terms and conditions of employment, with unchallenged representation status to the maximum extent permitted by law for the duration of this Agreement.

ARTICLE 3 Term of Agreement

The term of this Agreement will be from July 1, 2012 to JUNE 30, 2022.

The parties agree the negotiations for a new Agreement will commence prior to JULY 1, 2022 and that either party can declare an impasse one month after the beginning of negotiations if by then the parties have failed to reach agreement.

ARTICLE 4 Payroll Deductions for Dues, Insurance, Individual Retirement Account, Deferred Compensation, PEF/COPE and Direct Deposit

The Corporation agrees to honor, for PEF membership only, individual written authorizations for an individual retirement account specified by PEF Division 504; a Deferred Compensation Plan specified by PEF Division 504; premiums for group life, automobile and homeowners insurance for two insurance companies designated by PEF Division 504; and PEF/COPE (Committee on Political Education) in accordance with applicable statutes. The above-referenced authorizations may be filed or withdrawn at any time by an employee upon written notice to the Power Authority's Chief Financial Officer, in accordance with regulations promulgated by the said Officer. The Canal Corporation will

offer to employees the opportunity to participate in a Direct Deposit Program. Employees may choose to deposit either a flat amount or percentage (up to 100%) of each paycheck to be automatically deposited in an account of any financial institution of their choice provided the financial institution is a member of the New York State Automated Clearing House (ACH). Employees may elect to have funds deposited to multiple qualifying financial institutions.

The Canal Corporation will extend membership dues deduction to PEF in accordance with the applicable provisions of the Taylor Law.

ARTICLE 5 EMPLOYEE ORGANIZATION RIGHTS

5.A. Information to PEF Concerning Employees

The Corporation will furnish PEF with information regarding new Unit V employees as required by Taylor Law. The Corporation also agrees to furnish PEF, semi-annually, with the names, home address, title and payroll item number of each employee. The Corporation further agrees to furnish PEF the following information biweekly for members and non-members:

Negotiating Unit
First Initial
Middle Initial
Last Name
Street
City
State
Department
Item Number
PEF Dues/Agency Shop Fees Deduction
Life Insurance Deduction
Accident and Health Insurance Deduction
Supplemental Insurance Deduction
Automobile-Homeowners Insurance Deduction
Employee Identification Number
Zip Code

PEF covenants and agrees it will hold harmless the Corporation, its officers, agents and employees, of and from any and all claims and damages whatsoever in law or in equity arising from or out of or in any way connected with furnishing such information by the Corporation to PEF, including the payment of attorney's fees and all other necessarily and actually incurred expenses relating thereto.

5.B. Employees to be Furnished Copies of this Agreement

The Corporation agrees to make every reasonable effort to furnish a copy of this Agreement to all employees within a reasonable period, if possible within 30 days, of the date hereof.

5.C. Access by Corporation Employees to PEF Representatives.

The Corporation agrees to grant employees reasonable access during working hours to PEF representatives to discuss grievances as provided in the Grievance Procedure and for such representatives to explain PEF services and programs. During a challenge, however, access to explain PEF membership, services and programs will be permitted only to PEF Staff representatives. Any such arrangements must insure that such access be with the permission of the appropriate supervisor, consistent with safe and efficient conduct of Corporation operations, not interfere with work duties or work performance and not extend to meetings with employees while at work. Such consultations except to discuss grievances, are not to exceed 15 minutes per employee per month, and not to exceed an average of 10% per month of the employees in the work unit to which access is sought. The Corporation will provide PEF with reasonable access to new employees in accordance with applicable provisions of the Taylor Law.

5.D. Agency Shop

5.D.1. Employees have the right to join, not join, maintain or cancel their membership in PEF in accordance with applicable provisions of the Taylor Law.

5.D.2. PEF is required to represent employees in this bargaining unit in accordance with PEF policy and applicable law.

5.D.3. In accordance with Civil Service Law, Section 208, the Corporation agrees to deduct from the employees' salaries who are not members of PEF, an amount of money equal to the regular and usual dues that are paid by employees in the bargaining unit who are members of PEF. These deductions will be effective as soon as possible after appointment.

5.E. Bulletin Boards

The Corporation agrees to provide locked bulletin boards for the exclusive use of PEF at Albany, Syracuse and Buffalo. PEF agrees not to post on such bulletin boards any material which, in the opinion of the Corporation is defamatory, obscene, scandalous or scurrilous.

5.F. Leave

5.F.1. The Canal Corporation, through the Office of Employee Relations, will grant reasonable and appropriate release time to Canal Corporation employees to prepare for and to participate in PEF sponsored meetings, labor/management meetings, grievance

procedure matters and/or contract negotiations. Such leave will be contingent on the submission of leave requests in advance and shall be granted to the extent possible mindful of Corporation operations. A maximum of five hours travel time each way will also be granted to employees seeking such released time.

5.F.2. The Canal Corporation further agrees to grant up to three days of such employee organization leave to one employee for every 50 members in this unit to attend an annual PEF delegate meeting.

5.G. Copy of Publications

The final version of any directive, bulletin or instruction published by the Canal Corporation for the information and/or compliance of all employees will be supplied to the Local PEF designee.

ARTICLE 6 Management Responsibilities

The parties agree that the customary and usual rights, powers, functions and authority of management are vested in management officials of the Corporation. These rights include, but are not limited to, the right (a) to direct employees of the Corporation; (b) to select, hire, promote, transfer, assign and retain employees in positions and to suspend, demote, discharge or take disciplinary action against such employees for proper cause; (c) to relieve employees from duties because of lack of work or for other legitimate purposes in accordance with the appropriate provisions of the New York State Civil Service Law (principally Section 80 and following), and Rules and Regulations applicable to the Corporation and promulgated by the Department of Civil Service, provided that the budget items of the positions involved are also eliminated, and that no permanent employee will suffer a reduction in salary as a result of the reclassification or reallocation of their position held by permanent appointment; (d) to maintain the discipline and efficiency of the employees and the operation of the Canal system; (e) to determine the methods, means (including size and type of equipment), schedules, procedures and personnel by which such operations are to be conducted; and (f) to take whatever actions may be necessary to carry out the mission of the Corporation consistent with legal requirements, reserving to the employee or to PEF, as the case may be, the right to question the exercise of such management rights through the Grievance Procedure or, where applicable, Section 76 of the New York State Civil Service Law.

The provisions of this Article are subject to such conditions, requirements and obligations as may be applicable under law and must be exercised consistent with the provisions of this Agreement.

ARTICLE 7 Union Responsibilities

PEF agrees that it does not assert the right to strike against the Corporation, to assist or participate in any such strike, or to impose any obligation to conduct, assist or participate in such a strike. PEF further agrees that it will not interfere with, restrain or coerce a Corporation employee in the exercise of the rights of the employee to form, join and participate in, or to refrain from forming, joining or participating in any employee organization of such employee's own choosing or to cause or attempt to cause, the Corporation to do so. PEF further agrees that it will not participate in or induce a Corporation employee to participate in secondary boycott, secondary recognition or hot cargo activities or wrongful recognition picketing.

ARTICLE 8 Salaries and Salary Benefits

8.A. Salary

8.A.1. Retroactive to the payroll period that includes July 1, 2015, employees shall receive a 2.0% general salary increase, payable as soon as practicable.

8.A.2. Retroactive to the payroll period that includes July 1, 2016, employees shall receive a 2.0% general salary increase, payable as soon as practicable.

8.A.3. Retroactive to the payroll period that includes July 1, 2017, employees shall receive a 2.0% general salary increase, payable as soon as practicable.

8.A.4. Retroactive to the payroll period that includes July 1, 2018, employees shall receive a 2.0% general salary increase, payable as soon as practicable.

8.A.5. Effective the payroll periods that includes July 1, 2019, employees shall receive a 2.0% general salary increase.

8.A.6. Effective the payroll periods that includes July 1, 2020, employees shall receive a 2.0% general salary increase.

8.A.7. Effective the payroll periods that includes July 1, 2021, employees shall receive a 2.0% general salary increase.

8.A.8. Effective upon ratification, the hiring rate for new hires will be the same hiring rate provided in the 2016-2019 State/PEF Agreement, Article 7.6, 2018-2019 Salary Schedule. Effective July 1, 2019 and thereafter, the hiring will be in accordance with the 2% increases contained herein in Article 8.A. Upon ratification, no current employee shall make less than the hiring rate of their grade.

8.A.9 Effective as soon as practicable after ratification, a \$1000 lump sum payment (not added to base) will be provided to those on the payroll 1/1/17 and the date of ratification. Employees who are on an authorized unpaid leave at the time of ratification shall be provided with the \$1000 lump sum payment as soon as practicable after their return to work.

8.A.10 Employees who transferred from the Thruway Authority to the Canal Corporation and who already received 2% salary increases for 2015, 2016, or 2017 will not receive additional 2% increases for any of those same years under this Agreement. However, such employees will have adjustments made to receive retroactive longevity payments due as a result of the changes made herein to the salary schedule.

8.A.11. The general salary increases will be applied to the salary schedules, including experience payments and longevities.

8.A.12. Retroactivity

Employees who retire or who are promoted to another bargaining unit prior to the date of board ratification of this Agreement will be eligible for any retroactive monies due them. Such general salary increase retroactivity also applies to overtime and out-of-title earnings. Employees who are terminated or resign prior to the date of board ratification of this Agreement will not be eligible for such monies. Employees not in pay status at the time of any retroactive salary payments will receive any retroactive monies due in the first pay check upon their return to work.

8.B. Experience Payments

8.B.1. Experience payments or partial experience payments shall be credited to the full extent thereof and in the same manner as "increments and partial increments" were heretofore credited. Such experience payments or partial experience payments shall be credited as of the payroll period closest to the close of business June 30 of each year.

8.B.2. The annual period for determination of satisfactory service shall commence as of July 1 of each year.

8.C. Full Minimum Salary Increase Upon Promotion

The annual salary of a full time employee in this negotiating unit holding a position to which such employee is or was appointed or promoted on or after the date of this Agreement from a lower grade position will not be less than the annual salary the employee would be receiving in such position had the employee first entered Corporation service by open-competitive appointment to such position on the date of such employee's appointment or promotion to such position.

8.D. Computation of Daily Rate of Pay

The Corporation will compute the daily rate of pay by dividing the biweekly gross pay by ten.

8.E. Out-of-Title Work

An employee in the promotional field for any position shall be entitled to receive out-of-title pay for any consecutive period of time after 10 workdays during which such employee is assigned and is performing the duties of such position. An employee who is not in the promotional field for such position will receive out-of-title pay after the employee has been assigned and performed such duties for no less than 10 calendar days and no more than 60 calendar days.

8.F. Salary of State Employees Upon Transfer/Promotion

Upon transfer from State service to a Corporation position, transferees will be paid at their current State salary and slotted into the Corporation's salary grade schedule at that salary and thereafter advance in accordance with that schedule.

Upon promotion from State service to a Corporation position, the candidate's current State salary will be used as the salary upon which such promotion shall be based and the Unit V promotion rules applied.

Upon promotion or transfer from State Service to a Corporation position on or after April 1, the candidate shall be eligible to receive any increase to the basic annual salary of unit employees on or about July 1 in the year following such promotion or transfer. Employees promoted or transferred from state service to a Corporation position on or before the beginning of business, January 14, will be eligible for an experience payment on the following June 30.

8.G. Navigation Season Stipend

Employees in the Canal Electrical Supervisor and Floating Plant Supervisor positions will receive an annual \$2400 Navigation Season Stipend. This stipend shall be paid on a bi-weekly basis to the above employees on active pay status during navigation season. An employee will not receive the bi-weekly portion of the stipend for any pay period in which s/he is not on active pay status. This provision will be effective upon contract ratification on a pro-rated basis.

Employees under this provision are expected to respond timely to support or to provide assistance in the resolution of issues or incidents on the Canal System outside their normal work hours. Employees receiving this stipend are required to complete, and submit along with their time records, a bi-weekly log of phone calls/alerts received while off-duty. The logs shall include a description of and the time required for such calls/alerts.

Overtime compensation for responding to work calls shall remain consistent with the provisions of the CBA, and applicable law, and is not affected by this stipend.

8.H. Unsatisfactory Performance Rating Appeal Procedure

If an employee does not agree with an unsatisfactory performance rating, the employee may submit the matter to the Corporation's Office of Employee Relations. The appeal must be submitted, in writing, no later than 14 calendar days from receiving the unsatisfactory performance rating.

As soon as practicable but no later than 60 days after receipt of the employee appeal, the Office of Employee Relations shall convene a meeting of the Unit V Unsatisfactory Performance Rating Appeals Board (Board) to review the evaluation and the employee's written objections or arguments. The Board shall consist of the PEF Council Leader for Division 504, or designee, the Canal Corporation's Director of Administrative Services and the Canal Corporation's General Counsel. The Director of Administration Services shall serve as the Chairperson.

Within seven (7) days after the meeting, the Chairperson of the Evaluation Appeals Board shall issue a written response to each appeal. The response will state only whether the appeal was affirmed or denied. The determination of the Board shall be based upon a majority vote and will be final and binding. The vote will remain confidential.

The Corporation shall attach the Board's written response to the original report of unsatisfactory service. The Corporation shall mail copies of the response to the appellant and the Council Leader for PEF Division 504.

Disputes arising as a result of an unsatisfactory rating or appeal or with respect to the procedure of the Board will not be subject to the grievance procedure set forth in Article 14 but rather, will be addressed by the Board. Decisions reached by the Board with respect to all disputes are final and binding.

Salary Schedules

New York State Canal Corporation
Unit V Salary Schedule
Effective the Pay Period that Includes 07/01/2012

Experience Payment	Hiring Rate (1)	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6		First (2) Longevity	Second (3) Longevity	Third (4) Longevity
1,961	34,343	38,731	41,806	43,716	45,630	47,537	49,329		51,358	53,270	55,180
2,057	36,206	40,814	44,028	46,036	48,040	50,045	51,924		54,053	56,058	58,064
2,163	38,286	43,143	46,525	48,641	50,753	52,869	54,849		57,094	59,207	61,320
2,264	40,481	45,576	49,110	51,324	53,538	55,750	57,821		60,176	62,388	64,598
2,364	42,767	48,117	51,814	54,129	56,444	58,762	60,929		63,395	65,711	68,026
2,487	45,120	50,745	54,623	57,059	59,498	61,935	64,215		66,809	69,246	71,684
2,604	47,654	53,565	57,630	60,188	62,742	65,297	67,688		70,408	72,968	75,522
2,736	50,337	56,557	60,823	63,515	66,205	68,893	71,408		74,276	76,964	79,656
2,868	53,044	59,577	64,044	66,865	69,686	72,509	75,145		78,149	80,970	83,791
3,004	55,747	62,590	67,261	70,218	73,172	76,127	78,885		82,037	84,991	87,947
3,141	58,701	65,869	70,750	73,843	76,939	80,029	82,918		86,213	89,306	92,400
3,283	61,828	69,351	74,459	77,699	80,939	84,177	87,202		90,657	93,896	97,136
3,437	65,072	72,952	78,291	81,682	85,072	88,460	91,627		95,244	98,637	102,024
3,581	68,524	76,771	82,333	85,871	89,407	92,946	96,249		100,021	103,559	107,097
3,748	72,283	80,936	86,757	90,463	94,170	97,875	101,330		105,286	108,992	112,699
3,914	76,094	85,153	91,229	95,103	98,975	102,851	106,459		110,597	114,473	118,342
4,083	80,174	89,653	95,986	100,028	104,072	108,116	111,880		116,198	120,243	124,285

Hiring rate is not a factor in subsequent promotions in Unit V.

employees with five years satisfactory service at or above the maximum salary of their grade will be eligible to have their salary advanced to the First Longevity.

employees with ten years satisfactory service at or above the maximum salary of their grade will be eligible to have their salary advanced to the Second Longevity.

employees with fifteen years satisfactory service at or above the maximum salary of their grade will be eligible to have their salary advanced to the Third Longevity.

New York State Canal Corporation
Unit V Salary Schedule
Effective the Pay Period that Includes 07/01/2013

Experience ≥	Hiring Payment	Hiring Rate (1)	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	First (2) Longevity	Second (3) Longevity	Third (4) Longevity
	1,961	34,343	38,731	41,806	43,716	45,630	47,537	49,329	51,358	53,270	55,180
	2,057	36,206	40,814	44,028	46,036	48,040	50,045	51,924	54,053	56,058	58,064
	2,163	38,286	43,143	46,525	48,641	50,753	52,869	54,849	57,094	59,207	61,320
	2,264	40,481	45,576	49,110	51,324	53,538	55,750	57,821	60,176	62,388	64,598
	2,364	42,767	48,117	51,814	54,129	56,444	58,762	60,929	63,395	65,711	68,026
	2,487	45,120	50,745	54,623	57,059	59,498	61,935	64,215	66,809	69,246	71,684
	2,604	47,654	53,565	57,630	60,188	62,742	65,297	67,688	70,408	72,968	75,522
	2,736	50,337	56,557	60,823	63,515	66,205	68,893	71,408	74,276	76,964	79,656
	2,868	53,044	59,577	64,044	66,865	69,686	72,509	75,145	78,149	80,970	83,791
	3,004	55,747	62,590	67,261	70,218	73,172	76,127	78,885	82,037	84,991	87,947
	3,141	58,701	65,869	70,750	73,843	76,939	80,029	82,918	86,213	89,306	92,400
	3,283	61,828	69,351	74,459	77,699	80,939	84,177	87,202	90,657	93,896	97,136
	3,437	65,072	72,952	78,291	81,682	85,072	88,460	91,627	95,244	98,637	102,024
	3,581	68,524	76,771	82,333	85,871	89,407	92,946	96,249	100,021	103,559	107,097
	3,748	72,283	80,936	86,757	90,463	94,170	97,875	101,330	105,286	108,992	112,699
	3,914	76,094	85,153	91,229	95,103	98,975	102,851	106,459	110,597	114,473	118,342
	4,083	80,174	89,653	95,986	100,028	104,072	108,116	111,880	116,198	120,243	124,285

≥ Hiring rate is not a factor in subsequent promotions in Unit V.

employees with five years satisfactory service at or above the maximum salary of their grade will be eligible to have their salary advanced to the First Longevity.

employees with ten years satisfactory service at or above the maximum salary of their grade will be eligible to have their salary advanced to the Second Longevity.

employees with fifteen years satisfactory service at or above the maximum salary of their grade will be eligible to have their salary advanced to the Third Longevity.

New York State Canal Corporation
Unit V Salary Schedule
Effective the Pay Period that Includes 07/01/2014

Experience	Hiring									First (2)	Second (3)	Third (4)
<u>Payment</u>	<u>Rate (1)</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>			<u>Longevity</u>	<u>Longevity</u>	<u>Longevity</u>
1,961	34,343	38,731	41,806	43,716	45,630	47,537	49,329			51,358	53,270	55,180
2,057	36,206	40,814	44,028	46,036	48,040	50,045	51,924			54,053	56,058	58,064
2,163	38,286	43,143	46,525	48,641	50,753	52,869	54,849			57,094	59,207	61,320
2,264	40,481	45,576	49,110	51,324	53,538	55,750	57,821			60,176	62,388	64,598
2,364	42,767	48,117	51,814	54,129	56,444	58,762	60,929			63,395	65,711	68,026
2,487	45,120	50,745	54,623	57,059	59,498	61,935	64,215			66,809	69,246	71,684
2,604	47,654	53,565	57,630	60,188	62,742	65,297	67,688			70,408	72,968	75,522
2,736	50,337	56,557	60,823	63,515	66,205	68,893	71,408			74,276	76,964	79,656
2,868	53,044	59,577	64,044	66,865	69,686	72,509	75,145			78,149	80,970	83,791
3,004	55,747	62,590	67,261	70,218	73,172	76,127	78,885			82,037	84,991	87,947
3,141	58,701	65,869	70,750	73,843	76,939	80,029	82,918			86,213	89,306	92,400
3,283	61,828	69,351	74,459	77,699	80,939	84,177	87,202			90,657	93,896	97,136
3,437	65,072	72,952	78,291	81,682	85,072	88,460	91,627			95,244	98,637	102,024
3,581	68,524	76,771	82,333	85,871	89,407	92,946	96,249			100,021	103,559	107,097
3,748	72,283	80,936	86,757	90,463	94,170	97,875	101,330			105,286	108,992	112,699
3,914	76,094	85,153	91,229	95,103	98,975	102,851	106,459			110,597	114,473	118,342
4,083	80,174	89,653	95,986	100,028	104,072	108,116	111,880			116,198	120,243	124,285

➤ Hiring rate is not a factor in subsequent promotions in Unit V.

Employees with five years satisfactory service at or above the maximum salary of their grade will be eligible to have their salary advanced to the First Longevity.

Employees with ten years satisfactory service at or above the maximum salary of their grade will be eligible to have their salary advanced to the Second Longevity.

Employees with fifteen years satisfactory service at or above the maximum salary of their grade will be eligible to have their salary advanced to the Third Longevity.

New York State Canal Corporation
Unit V Salary Schedule
Effective the Pay Period that Includes 07/01/2015

Wage Increase: 2%

<u>Grade</u>	<u>Experience Payment</u>	<u>Hiring Rate (1)</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>		<u>First (2) Longevity</u>	<u>Second (3) Longevity</u>	<u>Third (4) Longevity</u>
	2,000	35,030	39,506	42,642	44,590	46,543	48,488	50,316		52,385	54,335	56,284
	2,098	36,930	41,630	44,909	46,957	49,001	51,046	52,962		55,134	57,179	59,225
	2,206	39,052	44,006	47,456	49,614	51,768	53,926	55,946		58,236	60,391	62,546
	2,309	41,291	46,488	50,092	52,350	54,609	56,865	58,977		61,380	63,636	65,890
	2,411	43,622	49,079	52,850	55,212	57,573	59,937	62,148		64,663	67,025	69,387
	2,537	46,022	51,760	55,715	58,200	60,688	63,174	65,499		68,145	70,631	73,118
	2,656	48,607	54,636	58,783	61,392	63,997	66,603	69,042		71,816	74,427	77,032
	2,791	51,344	57,688	62,039	64,785	67,529	70,271	72,836		75,762	78,503	81,249
	2,925	54,105	60,769	65,325	68,202	71,080	73,959	76,648		79,712	82,589	85,467
	3,064	56,862	63,842	68,606	71,622	74,635	77,650	80,463		83,678	86,691	89,706
	3,204	59,875	67,186	72,165	75,320	78,478	81,630	84,576		87,937	91,092	94,248
	3,349	63,065	70,738	75,948	79,253	82,558	85,861	88,946		92,470	95,774	99,079
	3,506	66,373	74,411	79,857	83,316	86,773	90,229	93,460		97,149	100,610	104,064
	3,653	69,894	78,306	83,980	87,588	91,195	94,805	98,174		102,021	105,630	109,239
	3,823	73,729	82,555	88,492	92,272	96,053	99,833	103,357		107,392	111,172	114,953
	3,992	77,616	86,856	93,054	97,005	100,955	104,908	108,588		112,809	116,762	120,709
	4,165	81,777	91,446	97,906	102,029	106,153	110,278	114,118		118,522	122,648	126,771

The Hiring rate is not a factor in subsequent promotions in Unit V.

Employees with five years satisfactory service at or above the maximum salary of their grade will be eligible to have their salary advanced to the First Longevity.

Employees with ten years satisfactory service at or above the maximum salary of their grade will be eligible to have their salary advanced to the Second Longevity.

Employees with fifteen years satisfactory service at or above the maximum salary of their grade will be eligible to have their salary advanced to the Third Longevity.

New York State Canal Corporation
Unit V Salary Schedule
Effective the Pay Period that Includes 07/01/2016

<u>Grade</u>	<u>Experience Payment</u>	<u>Hiring Rate (1)</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>		<u>First (2) Longevity</u>	<u>Second (3) Longevity</u>	<u>Third (4) Longevity</u>
11	2,040	35,730	40,296	43,495	45,482	47,473	49,457	51,322		53,433	55,422	57,409
12	2,140	37,669	42,463	45,807	47,896	49,981	52,067	54,022		56,237	58,323	60,410
13	2,250	39,833	44,886	48,405	50,606	52,803	55,005	57,065		59,401	61,599	63,797
14	2,355	42,116	47,417	51,094	53,397	55,701	58,002	60,157		62,607	64,908	67,208
15	2,460	44,495	50,061	53,907	56,316	58,724	61,136	63,391		65,956	68,366	70,774
16	2,587	46,943	52,795	56,830	59,364	61,902	64,437	66,809		69,508	72,044	74,580
17	2,709	49,579	55,729	59,958	62,620	65,277	67,935	70,423		73,252	75,916	78,573
18	2,847	52,371	58,842	63,280	66,081	68,880	71,676	74,293		77,277	80,073	82,874
19	2,984	55,187	61,984	66,631	69,566	72,501	75,438	78,181		81,306	84,241	87,176
20	3,125	57,999	65,119	69,978	73,055	76,128	79,203	82,072		85,351	88,425	91,500
21	3,268	61,073	68,530	73,608	76,826	80,047	83,262	86,268		89,696	92,914	96,133
22	3,416	64,326	72,153	77,467	80,838	84,209	87,578	90,725		94,320	97,689	101,060
23	3,576	67,701	75,899	81,454	84,982	88,509	92,034	95,329		99,092	102,622	106,146
24	3,726	71,292	79,873	85,659	89,340	93,019	96,701	100,137		104,062	107,743	111,424
25	3,899	75,203	84,206	90,262	94,118	97,974	101,829	105,424		109,540	113,395	117,252
26	4,072	79,168	88,593	94,915	98,945	102,974	107,006	110,760		115,065	119,098	123,123
27	4,248	83,413	93,275	99,864	104,069	108,277	112,484	116,400		120,892	125,101	129,306

-) The Hiring rate is not a factor in subsequent promotions in Unit V.
-) Employees with five years satisfactory service at or above the maximum salary of their grade will be eligible to have their salary advanced to the First Longevity.
-) Employees with ten years satisfactory service at or above the maximum salary of their grade will be eligible to have their salary advanced to the Second Longevity.
-) Employees with fifteen years satisfactory service at or above the maximum salary of their grade will be eligible to have their salary advanced to the Third Longevity.

New York State Canal Corporation
Unit V Salary Schedule
Effective the Pay Period that Includes 07/01/2017

Grade	Experience Payment	Hiring Rate (1)	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6		First (2) Longevity	Second (3) Longevity	Third (4) Longevity
11	2,081	36,445	41,102	44,365	46,392	48,423	50,447	52,348		54,502	56,531	58,557
12	2,183	38,422	43,312	46,723	48,854	50,980	53,108	55,102		57,361	59,489	61,618
13	2,295	40,629	45,784	49,373	51,618	53,859	56,105	58,206		60,589	62,831	65,073
14	2,403	42,959	48,366	52,116	54,465	56,815	59,162	61,360		63,859	66,207	68,552
15	2,509	45,385	51,062	54,985	57,442	59,899	62,359	64,658		67,275	69,733	72,190
16	2,639	47,882	53,851	57,966	60,551	63,140	65,726	68,145		70,898	73,484	76,072
17	2,763	50,571	56,844	61,157	63,872	66,582	69,294	71,831		74,718	77,434	80,145
18	2,903	53,418	60,019	64,546	67,403	70,257	73,110	75,779		78,822	81,675	84,532
19	3,044	56,291	63,224	67,964	70,958	73,951	76,947	79,744		82,932	85,926	88,920
20	3,188	59,159	66,421	71,378	74,516	77,651	80,787	83,713		87,058	90,193	93,330
21	3,333	62,294	69,901	75,080	78,363	81,648	84,927	87,993		91,490	94,772	98,056
22	3,484	65,612	73,596	79,016	82,455	85,893	89,329	92,539		96,206	99,643	103,088
23	3,647	69,055	77,417	83,083	86,682	90,279	93,874	97,235		101,074	104,674	108,266
24	3,800	72,718	81,470	87,372	91,127	94,879	98,635	102,140		106,143	109,898	113,655
25	3,977	76,707	85,890	92,067	96,000	99,934	103,866	107,532		111,730	115,663	119,599
26	4,154	80,752	90,365	96,813	100,924	105,033	109,146	112,975		117,366	121,480	125,588
27	4,333	85,081	95,140	101,861	106,151	110,442	114,734	118,728		123,310	127,603	131,899

The Hiring rate is not a factor in subsequent promotions in Unit V.

Employees with five years satisfactory service at or above the maximum salary of their grade will be eligible to have their salary advanced to the First Longevity.

Employees with ten years satisfactory service at or above the maximum salary of their grade will be eligible to have their salary advanced to the Second Longevity.

Employees with fifteen years satisfactory service at or above the maximum salary of their grade will be eligible to have their salary advanced to the Third Longevity.

New York State Canal Corporation
Unit V Salary Schedule
Effective the Pay Period that Includes 07/01/2018

<u>Grade</u>	<u>Experience Payment</u>	<u>Hiring Rate (1)</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>		<u>First (2) Longevity</u>	<u>Second (3) Longevity</u>	<u>Third (4) Longevity</u>
11	2,123	38,464	41,924	45,252	47,320	49,391	51,456	53,395		55,592	57,661	59,729
12	2,227	40,622	44,178	47,657	49,831	52,000	54,170	56,204		58,509	60,679	62,850
13	2,341	42,986	46,699	50,360	52,651	54,937	57,227	59,370		61,800	64,088	66,375
14	2,451	45,455	49,333	53,158	55,555	57,951	60,346	62,587		65,136	67,531	69,923
15	2,559	48,027	52,083	56,085	58,591	61,097	63,606	65,952		68,621	71,128	73,634
16	2,692	50,722	54,928	59,126	61,762	64,403	67,040	69,508		72,316	74,954	77,593
17	2,819	53,568	57,980	62,381	65,149	67,914	70,680	73,268		76,212	78,983	81,747
18	2,962	56,604	61,219	65,837	68,751	71,662	74,572	77,294		80,399	83,308	86,222
19	3,104	59,671	64,488	69,323	72,377	75,430	78,486	81,339		84,591	87,645	90,698
20	3,252	62,726	67,749	72,805	76,006	79,204	82,402	85,388		88,799	91,997	95,197
21	3,400	66,052	71,299	76,582	79,930	83,281	86,626	89,753		93,320	96,668	100,017
22	3,554	69,603	75,068	80,597	84,104	87,611	91,116	94,390		98,130	101,636	105,143
23	3,720	73,284	78,966	84,745	88,415	92,085	95,752	99,180		103,095	106,768	110,434
24	3,876	77,187	83,099	89,120	92,950	96,777	100,608	104,183		108,266	112,096	115,925
25	4,057	81,446	87,608	93,909	97,920	101,933	105,943	109,683		113,965	117,976	121,989
26	4,237	85,736	92,172	98,749	102,943	107,134	111,329	115,235		119,714	123,909	128,097
27	4,420	90,375	97,043	103,898	108,274	112,651	117,028	121,103		125,776	130,155	134,530

The Hiring rate is not a factor in subsequent promotions in Unit V.

Employees with five years satisfactory service at or above the maximum salary of their grade will be eligible to have their salary advanced to the First Longevity.

Employees with ten years satisfactory service at or above the maximum salary of their grade will be eligible to have their salary advanced to the Second Longevity.

Employees with fifteen years satisfactory service at or above the maximum salary of their grade will be eligible to have their salary advanced to the Third Longevity.

New York State Canal Corporation
Unit V Salary Schedule
Effective the Pay Period that Includes 07/01/2019

<u>Grade</u>	<u>Experience Payment</u>	<u>Hiring Rate (1)</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>		<u>First (2) Longevity</u>	<u>Second (3) Longevity</u>	<u>Third (4) Longevity</u>
1	2,165	39,233	42,762	46,157	48,266	50,379	52,485	54,463		56,703	58,814	60,923
2	2,271	41,434	45,062	48,610	50,827	53,040	55,254	57,328		59,679	61,893	64,107
3	2,388	43,846	47,633	51,367	53,704	56,035	58,372	60,558		63,036	65,369	67,702
4	2,500	46,364	50,320	54,221	56,666	59,110	61,553	63,839		66,439	68,881	71,321
5	2,610	48,988	53,125	57,207	59,763	62,319	64,878	67,271		69,993	72,550	75,106
6	2,746	51,736	56,027	60,308	62,998	65,691	68,381	70,899		73,763	76,453	79,145
7	2,875	54,639	59,140	63,628	66,452	69,272	72,093	74,733		77,736	80,563	83,382
8	3,021	57,736	62,443	67,154	70,126	73,096	76,063	78,840		82,007	84,974	87,947
9	3,167	60,864	65,778	70,710	73,824	76,939	80,056	82,966		86,283	89,397	92,512
10	3,317	63,981	69,104	74,262	77,526	80,788	84,050	87,095		90,575	93,837	97,101
11	3,468	67,373	72,725	78,114	81,529	84,947	88,358	91,548		95,186	98,601	102,017
12	3,625	70,995	76,569	82,209	85,786	89,363	92,938	96,278		100,093	103,669	107,246
13	3,795	74,750	80,545	86,440	90,184	93,926	97,667	101,164		105,157	108,903	112,643
14	3,954	78,731	84,761	90,902	94,809	98,713	102,620	106,267		110,431	114,338	118,244
15	4,138	83,075	89,360	95,787	99,878	103,971	108,062	111,877		116,244	120,336	124,429
16	4,321	87,451	94,016	100,724	105,001	109,276	113,556	117,539		122,108	126,387	130,659
17	4,508	92,183	98,984	105,976	110,439	114,904	119,369	123,525		128,292	132,758	137,221

The Hiring rate is not a factor in subsequent promotions in Unit V.

Employees with five years satisfactory service at or above the maximum salary of their grade will be eligible to have their salary advanced to the First Longevity.

Employees with ten years satisfactory service at or above the maximum salary of their grade will be eligible to have their salary advanced to the Second Longevity.

Employees with fifteen years satisfactory service at or above the maximum salary of their grade will be eligible to have their salary advanced to the Third Longevity.

New York State Canal Corporation
Unit V Salary Schedule
Effective the Pay Period that Includes 07/01/2020

Grade	Experience Payment	Hiring Rate (1)	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6		First (2) Longevity	Second (3) Longevity	Third (4) Longevity
11	2,208	40,018	43,617	47,080	49,231	51,387	53,534	55,552		57,837	59,991	62,142
12	2,317	42,263	45,963	49,583	51,844	54,101	56,359	58,475		60,872	63,130	65,389
13	2,436	44,723	48,586	52,395	54,778	57,156	59,539	61,769		64,297	66,677	69,056
14	2,550	47,291	51,326	55,306	57,799	60,292	62,784	65,116		67,768	70,259	72,748
15	2,662	49,967	54,188	58,351	60,958	63,565	66,176	68,616		71,393	74,001	76,608
16	2,801	52,771	57,147	61,514	64,258	67,004	69,749	72,317		75,238	77,982	80,728
17	2,933	55,732	60,323	64,901	67,781	70,658	73,535	76,228		79,291	82,174	85,050
18	3,081	58,891	63,692	68,497	71,528	74,558	77,585	80,417		83,647	86,674	89,706
19	3,230	62,082	67,093	72,124	75,301	78,478	81,657	84,625		88,008	91,185	94,362
20	3,383	65,260	70,487	75,747	79,077	82,404	85,731	88,837		92,387	95,714	99,043
21	3,537	68,721	74,179	79,676	83,159	86,646	90,126	93,379		97,090	100,573	104,057
22	3,697	72,415	78,100	83,853	87,502	91,150	94,797	98,204		102,095	105,742	109,391
23	3,871	76,245	82,156	88,168	91,987	95,805	99,620	103,187		107,260	111,081	114,896
24	4,033	80,305	86,457	92,720	96,705	100,687	104,672	108,392		112,640	116,624	120,609
25	4,221	84,736	91,147	97,702	101,876	106,051	110,223	114,114		118,569	122,743	126,917
26	4,408	89,200	95,896	102,739	107,101	111,462	115,827	119,890		124,550	128,915	133,272
27	4,598	94,026	100,964	108,096	112,648	117,202	121,756	125,995		130,858	135,413	139,965

The Hiring rate is not a factor in subsequent promotions in Unit V.

Employees with five years satisfactory service at or above the maximum salary of their grade will be eligible to have their salary advanced to the First Longevity.

Employees with ten years satisfactory service at or above the maximum salary of their grade will be eligible to have their salary advanced to the Second Longevity.

Employees with fifteen years satisfactory service at or above the maximum salary of their grade will be eligible to have their salary advanced to the Third Longevity.

New York State Canal Corporation
Unit V Salary Schedule
Effective the Pay Period that Includes 07/01/2021

<u>Grade</u>	<u>Experience Payment</u>	<u>Hiring Rate (1)</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>		<u>First (2) Longevity</u>	<u>Second (3) Longevity</u>	<u>Third (4) Longevity</u>
11	2,253	40,818	44,490	48,022	50,216	52,415	54,605	56,664		58,994	61,190	63,384
12	2,363	43,108	46,882	50,574	52,881	55,183	57,486	59,644		62,090	64,393	66,697
13	2,485	45,617	49,558	53,443	55,873	58,299	60,730	63,004		65,583	68,010	70,437
14	2,601	48,237	52,352	56,412	58,955	61,498	64,039	66,418		69,123	71,664	74,203
15	2,715	50,967	55,271	59,518	62,177	64,836	67,499	69,988		72,821	75,481	78,140
16	2,857	53,827	58,290	62,745	65,543	68,344	71,144	73,763		76,743	79,542	82,342
17	2,991	56,847	61,529	66,199	69,137	72,071	75,006	77,752		80,877	83,817	86,751
18	3,143	60,069	64,966	69,867	72,959	76,049	79,136	82,025		85,320	88,407	91,500
19	3,294	63,323	68,435	73,566	76,807	80,047	83,290	86,318		89,769	93,009	96,250
20	3,451	66,565	71,896	77,262	80,658	84,052	87,446	90,614		94,235	97,628	101,023
21	3,608	70,095	75,663	81,270	84,822	88,379	91,928	95,247		99,032	102,585	106,139
22	3,771	73,863	79,662	85,530	89,252	92,973	96,693	100,168		104,136	107,857	111,579
23	3,948	77,770	83,799	89,932	93,827	97,721	101,613	105,251		109,405	113,303	117,194
24	4,113	81,911	88,186	94,575	98,639	102,701	106,766	110,560		114,893	118,957	123,021
25	4,305	86,431	92,970	99,657	103,914	108,172	112,428	116,396		120,941	125,198	129,456
26	4,496	90,984	97,814	104,793	109,243	113,691	118,143	122,288		127,041	131,493	135,938
27	4,690	95,907	102,983	110,258	114,901	119,546	124,191	128,515		133,475	138,121	142,764

The Hiring rate is not a factor in subsequent promotions in Unit V.

Employees with five years satisfactory service at or above the maximum salary of their grade will be eligible to have their salary advanced to the First Longevity.

Employees with ten years satisfactory service at or above the maximum salary of their grade will be eligible to have their salary advanced to the Second Longevity.

Employees with fifteen years satisfactory service at or above the maximum salary of their grade will be eligible to have their salary advanced to the Third Longevity.

ARTICLE 9 Retirement

9.A. Retirement Benefits for Corporation Employees

The Corporation will provide to employees in this Negotiating Unit the retirement benefits made available to participating employers by the New York State Retirement and Social Security Laws, including Chapters 1046 and 1047 of the Laws of 1973.

9.B. Survivor's Benefit for Retired Employees

The Corporation agrees to provide a survivor's benefit of \$3,000 for retired employees administered pursuant to the Regulations Governing the Survivor's Benefit Program for Corporation Employees.

9.C. Written Waiver

The Corporation agrees to require all employees in this Negotiating Unit for whom membership in the New York State Employees' Retirement System is optional and who choose not to join the Retirement System to acknowledge in writing waiver of membership.

9.D. Deduction from Retirement Allowances for PEF Dues and Life Insurance Premiums

The Corporation agrees to continue to honor individual written authorizations by retired employees to have PEF dues and/or cost of PEF group life insurance premiums deducted from their retirement allowance checks.

The parties agree that any or all such deductions may be terminated by the employee, by filing written notice of such termination in a form acceptable to the State Comptroller, or by the Corporation in the same manner should PEF cease to be the representative of all employees in this Negotiating Unit for collective negotiating purposes.

9.E. Retiree Health Insurance Coverage

9.E.1 In accordance with the NYSHIP Rules and Regulations an employee retiring from Corporation service may delay commencement or suspend his/her retiree health coverage and the use of the employee's sick leave conversion credits indefinitely, provided that the employee applies for the delay or suspension, and furnishes proof of continued coverage under the health care plan of the employee's spouse, or from post retirement employment.

9.E.2. Retiree Health Insurance Contribution Rates for Employees who Retire after Ratification

Retirees' share of health insurance premiums is as noted below, with the Corporation paying the balance of the premiums.

9.E.2.a. For Employees Hired Before Ratification of this Agreement.

The retiree will pay 6% of the cost of the individual premium and 25% of the additional cost of the dependent premium if applicable. When all active employees contribute to health insurance during employment at rates of at least 10% for individual coverage and 25% for family coverage, then employees who retire after that will contribute at those same rates.

9.E.2.b. For Employees hired After Ratification of this Agreement.

The retiree will pay 16% of the cost of the individual premium and 31% of the additional cost of the dependent premium if applicable.

ARTICLE 10 Insurances

10.A. Health, Dental and Vision Care

10.A.1. The Corporation agrees to elect to participate, pursuant to the provisions of Section 163(4) of the New York State Civil Service Law, in the Health Insurance Program for New York State Employees and Employees of Local Subdivisions in New York State, as it may from time to time be amended. Subject to the provisions of 10.A.3. below, for employees with four or more years of Corporation service, the Corporation will pay 100% of the cost of the individual and dependent coverage for those enrolled in the Empire Plan. The Corporation further agrees to pay, for those enrolled in the H.M.O. plans, up to the same dollar amounts as for the Empire Plan.

10.A.2. For those employees new to the Corporation, on or after July 29, 2005, subject to the provision of 10.A.3. below, the Corporation will contribute 90% of the cost of individual health insurance and 75% of the cost of individual and dependent coverage for the Empire Plan. For such employees, the Corporation further agrees to pay, for those enrolled in the H.M.O. plans, up to the same dollar amounts as for the Empire Plan. Service with the NYS Thruway Authority for health insurance purposes will be deemed Canal service.

For those employees promoted or transferred from within the Corporation to this Negotiating Unit, their percentage of contribution will remain the same as it was previously.

It is agreed that effective as soon as operationally practicable the Corporation will change the employee health insurance deduction from a monthly to a bi-monthly deduction.

10.A.3. Health Insurance Premium Contribution Rates For Employees Upon and Subsequent to Ratification of the Agreement, shall be as follows with the Corporation paying the balance:

Individual / Dependent Health Insurance Premium Contribution Rates			
Effective Date	Employees Hired	Employees Hired on or after	Employees Hired Ratification Date and After
	July 29, 2005	July 29, 2005	
Upon Ratification	7% / 9%	10% / 20%	16% / 31%
January 1,	8% / 12%	10% / 25%	16% / 31%
January 1,	9% / 15%	10% / 25%	16% / 31%
January 1,	10% / 20%	10% / 25%	16% / 31%
January 1,	10% / 25%	10% / 25%	16% / 31%

10.A.4. Individuals who were Corporation employees prior to the signing of this agreement will continue to have the same health insurance benefits that were in effect prior to the signing of the agreement.

10.A.5. The Pre-Tax Contribution Program (PTCP) for employee Health Insurance costs will be continued for Corporation employees.

10.A.6. The Corporation will pay 100% of the cost of employees' enrollment in a Dental Insurance program for both individual and dependent coverage administered by the Authority.

10.A.7. The Corporation will pay 100% of the cost of employees' enrollment in a Vision Care program administered by the Authority, for Unit employees on the date of this Agreement for both individual and dependent coverage.

10.A.8. Health Insurance Opt Out Option

Employees who are eligible for health insurance who decide to opt for no coverage will be paid on an annual basis, at the end of the coverage year, \$1,500 for opting out of individual coverage and \$3,000 for opting out of dependent coverage. Employees who drop their coverage after January 1 of the coverage year will receive a prorated payment at the end of the coverage year proportional to the number of full months remaining in the coverage year.

Employees choosing this option must demonstrate to the Corporation's satisfaction that they are otherwise insured. Effective upon ratification of this Agreement, employees who opt out of health coverage shall attest to having other health insurance coverage that is not through a NYSHIP Plan.

Changing from dependent to individual coverage will not qualify an employee for any payment under this provision.

10.A.9. Domestic Partnership coverage will be available upon ratification of this Agreement in accordance with NYSHIP eligibility criteria.

10.A.10. Leave Credits To Offset Employee Share of Health Insurance Premiums for Employees Enrolled in NYSHIP (Productivity Enhancement Program).

Full time employees may exchange vacation or personal leave on a pre tax basis to offset the employee share of their NYSHIP health insurance premiums. For calendar year 2019 only, employees will also be able to use earned year end compensatory time credits as of December 31, 2018 to offset health insurance premiums in 2019 based on the following:

	Grades 1-17	Grades 18-24
Eligibility	MUST be enrolled in NYSHIP	
Accrual Balance	After election, minimum combined balance of vacation accrual and personal time must be at least 8 days	
Allocation of Time	3 days = \$600	2 days = \$600
	6 days = \$1,200	4 days = \$1,200
Election Period	November 1-30	

10.B. Accidental Death Benefit

The Corporation will provide a \$50,000 accidental death benefit to the beneficiary or estate of an employee who dies as a result of an on-the-job injury and is eligible for a Workers' Compensation Death Benefit.

The Corporation agrees that children of deceased employees receiving the accidental death benefit will be eligible for full tuition to attend any school of the New York State University System (SUNY) at Corporation expense, providing they meet the institution's entrance requirements.

ARTICLE 11 Work Day, Work Week, Overtime

11.A. Work Day - Work Week

11.A.1. Under normal circumstances and consistent with program needs, the normal work week will be Monday through Friday. There is no restriction on the start time of the workday.

11.A.2. It is agreed that compensation for authorized overtime worked will be paid to an employee in salary grade 23 or below at a rate of one and one-half times the employee's hourly salary based upon the employee's normal workday (either 7.5 or 8 hours) divided into the employee's daily rate of pay as provided in Article 8.D.

11.A.3 It is agreed that all authorized overtime worked by an employee on Saturdays, Sundays, and holidays, if other than a regular scheduled work day, will be paid

at the employee's overtime rate of pay, in addition to any benefits due under the Holiday Article.

11.A.4. It is agreed that any employee who is scheduled to work on a day other than their regular scheduled work day will be guaranteed a minimum of four hours pay at such employee's overtime rate of pay.

11.A.5. Overtime is defined as all hours worked over the employee's normal (either 37.5 or 40 hours) work week.

11.A.6. Employees may choose to receive compensatory time in lieu of cash payment for overtime. Compensatory time shall be earned at the rate of one and one half hour per hour of authorized overtime worked for which the employee would be eligible for an overtime cash payment. Use of compensatory time is subject to supervisory approval. Effective upon ratification of this Agreement, the annual carry over time will be limited to 60 hours on June 30 of each year. On a one-time basis, 2018 year end (December 31) hours may be used on a pre-tax basis to offset the employee's share of their health insurance premiums in 2019 using the Productivity Enhancement Program contained in Article 10.A.11. above. For calendar year 2018, hours in excess of 60 (up to 120) must be used or cashed out by December 31, 2018. Such accrued time shall not expire and will be paid to the employee in cash at the employee's current hourly rate upon separation from this bargaining unit.

11.B. Flexible Work Hours

The parties agree that subject to supervisory approval, employees will be permitted to work flexible work hours.

11.C. Overtime Meal Allowance

Employees will receive a meal allowance of \$6.00 for assigned overtime work which results in the employee working a total of 11 or more contiguous regular and overtime hours or at least eight hours on other than a regular work day.

ARTICLE 12 Attendance and Leave

12.A. Holidays

12.A.1. The parties agree that all employees will receive leave with pay for each of the following 12 Holidays:

New Year's Day
Martin Luther King Day
Lincoln's Birthday
President's Day

Labor Day
Columbus Day
Election Day
Veterans Day

Memorial Day
Independence Day

Thanksgiving Day
Christmas Day

Holidays falling on Saturdays will be observed on Friday and holidays falling on Sundays will be observed on Monday.

12.A.2. The Corporation, on an annual basis, will designate two (2) floating holidays in January and two (2) floating holidays in July each year for the employee to use within one year of allocation. Employees shall have the opportunity to select on an individual basis the dates upon which such floating holidays shall be observed by them, consistent with the reasonable operating needs of the Corporation.

The holidays that may be designated as floating holidays are as follows:

Lincoln's Birthday
President's Day
Columbus Day
Election Day
Veterans Day

The floating holiday(s) may be used prior to the actual date(s) of the holiday(s).

Employees may use accumulated floating holiday accruals in not less than one-quarter hour units.

12.A.3. The parties agree that the employees will be granted any special holiday declared by the Governor for State employees.

12.B. Vacation (Annual) Leave

The parties agree that the crediting, accrual and use of vacation leave for employees in this Negotiating Unit will be administered as follows:

12.B.1. Employees of the Corporation who were in State service before December 31, 1956 and who, after such date, are reinstated or re-employed within one year after separation from State or Corporation service, will earn and accumulate vacation at the rate of 20 working days per year as provided in the Attendance Rules in force and effect on December 31, 1956.

12.B.2. Employees with no previous State or Corporation service will, upon completion of 13 biweekly pay periods of service, be credited 6.5 days vacation. Thereafter, each such employee will earn and accumulate vacation credits at the rate of one-half day per biweekly pay period until such employee has completed 7 years of continuous service. An employee will not earn vacation credit for any biweekly pay period during which the employee is in less than full pay status for more than 5 work days.

12.B.3. Employees will also earn on January 1 of each year, additional vacation in accordance with the following schedule:

Completed Years of Continuous Service	Additional Vacation Credits Earned
1	1 Day
2	2 Days
3	3 Days
4	4 Days
5	5 Days
6	6 Days
7	7 Days

12.B.4. During the second through the seventh year of continuous service, one-half of the additional vacation credits earned during the current year of service will be credited in the pay period that includes July 1 and January 1. Compensation will be granted for these credits in the event of layoff, military leave or death of an employee. Furthermore, credits not to exceed the number of additional vacation credits earned for the previously completed years of service, and in proportion to the number of pay periods served during the current year, may be advanced to an employee to cover necessary absences where an employee has earned 7 days of additional vacation credits, the employee will then earn vacation for completed biweekly pay periods at a rate which will equal 20 days for 26 such pay periods.

12.B.5. Employees having 20 or more years of continuous Corporation and/or State service, and who are entitled to earn and accumulate vacation credits will earn additional vacation credits each year as follows:

Completed Years of Continuous Service	Additional Vacation Credits Earned
20 to 24	1 Day
25 to 29	3 Days
30 to 34	4 Days
35 or more	5 Days

Employees who complete 20 years of continuous Corporation and/or State service will be credited with one additional vacation day as of the pay period that includes July 1 and January 1 which immediately follows their anniversary date. Thereafter, if there is no break in continuous service, they will receive one-half of their entitlement every six months. The crediting days are the pay periods closest to January 1 and July 1.

12.B.6. A leave of absence without pay, a resignation or a layoff followed by reinstatement or reemployment in Corporation service within one year following such resignation or layoff will not constitute an interruption of continuous service for the purposes of this Article; provided, however, that leave without pay for more than six months or the period between resignation and reinstatement or reappointment, during which the employee is not in State or Corporation service, will not be counted in determining eligibility for additional vacation credits under this Article.

12.B.7. During the first year of employment, an employee will be considered eligible for the additional day of vacation if the employee has completed 13 or more biweekly pay periods of service by the January 1 next following appointment.

12.B.8. No accumulation of vacation credits in excess of 40 days will be permitted except as noted below:

On the first working day of each calendar year, an employee may not exceed 40 days of accrued vacation, although an employee's total may exceed this limit at other times during the year. An employee who accumulates more than 40 days of vacation credits in a calendar year must use the amount over 40 days or lose it on the last day of the calendar year.

Each employee will be notified, in writing, of the total amount of their unliquidated vacation credits when such credits total the equivalent of 25 workdays. Should an employee exceed the maximum allowable vacation while on Workers' Compensation Leave, such employee will have one year from the date of restoration of the employee's vacation accruals or the date of return to work, whichever is appropriate, to reduce such credits below the allowable maximum.

12.B.9. The time at which vacation may be drawn by an employee is subject to the prior approval of the appropriate supervisor. Employees shall have the right to use accumulated vacation credits in not less than one-quarter hour units.

12.B.10. So far as practicable, vacation credits are to be used prior to transfer. However, an employee who is transferred to the Corporation from State service will be credited with all of their accumulated vacation credits not used prior to transfer to the extent permitted by the labor contracts concerned.

12.B.11. Upon separation from service by resignation with prior notice, layoff, retirement or death, an employee, the employee's estate or beneficiary, as the case may be, will be compensated in cash for such employee's vacation credits not in excess of 30 days.

12.B.12. In the event of a dismissal for cause, an employee will not be compensated for their vacation credits.

12.B.13. Other provisions of this Agreement notwithstanding, an employee, when first subject to the Attendance Rules regarding the accumulation of leave credits, shall not receive vacation credit until the completion of 13 biweekly pay periods of service which may be a combination of temporary and probationary service.

12.B.14. Between November 15 and December 31 of each year, any employee who has previously earned and accrued vacation credits may elect to receive cash payment in lieu of the use of up to five days of such accrued vacation credits, in one day units. Employees are also eligible to exchange a maximum of five additional days for a total of ten days, provided they have a 35 day vacation accrual balance in the pay period

prior to submitting the election form. Payment will be made in the first pay period in March at the employee's salary rate in effect at that time.

12.C. Sick Leave

The parties agree that the crediting, accrual and use of sick leave for employees in this Negotiating Unit will be administered as follows:

Sick leave is absence with pay necessitated by the illness or other physical disability of the employee.

12.C.1. Employees will earn sick leave credits at the rate of one-half day per biweekly pay period and may accumulate such credits up to a total of 165 days; provided, however, that an employee will not earn sick leave credit for any biweekly pay period during which the employee is in less than full pay status for more than five work days.

Employees appointed after May 7, 1992 who are new to the Corporation/State will earn sick leave credits for each year of service as follows:

First Year	- 10 days
Second Year	- 10 days
Third Year	- 10 days
Fourth Year	- 10 days
Fifth Year	- 12 days
Sixth Year and Thereafter	- 13 days

12.C.2. Employees absent on sick leave are to notify their supervisor of such absence and the reason therefore on the first day of such absence and within two hours after the beginning of the employee's workday; provided, however, that where the work is such that a substitute may be required, the Corporation may require earlier notification. Sick leave credits may be used in such units as the Corporation may approve, but not in units of less than one-quarter hour.

12.C.3. Before absence for personal illness may be charged against accumulated sick leave credits, the Corporation may require such proof of illness, which provides evidence satisfactory to the Corporation of illness sufficient to justify the employee's absence from the performance of their job duties. It may also require the employee to be examined, at the expense of the Corporation, by a physician designated by the Corporation. In the event of failure to submit proof of illness upon request, or in the event that, upon such proof as is submitted or upon the report of medical examination, the Corporation finds that there is not satisfactory evidence of illness sufficient to justify the employee's absence from the performance of said employee's duties, such absence may be considered as unauthorized leave and will not be charged against accumulated sick leave credits. Abuse of sick leave privileges may result in disciplinary action.

12.C.4. The Corporation may require an employee who has been absent because of personal illness, prior to and as a condition of such employee's return to duty, to be examined, at the expense of the Corporation, by a physician designated by the

Corporation, to establish that the employee is not disabled from the performance of the employee's normal duties and that the employee's return to duty will not jeopardize such employee's health or that of other employees. However, upon request of an employee returning from sick leave who is certified as being able to work but because of the nature of such employee's illness or injury will, for a short period of time, be restricted from performing some of the duties appropriate to the employee's position, the Corporation may in its discretion permit the employee's return to service on a limited duty basis, subject to whatever conditions the Corporation may require.

When the Corporation requires that an employee who has been absent on sick leave be medically examined by a doctor designated by it, before such employee is allowed to return to work, the Corporation shall make reasonable effort to schedule such medical examination within five working days of the date upon which notice is received that the employee has the approval of said employee's own physician to return to work.

12.C.5. In addition to personal illness of the employee, the following types of absence, when approved by the Corporation, may be charged against accumulated sick leave credits: illness or death in the employee's family provided, however, that charge for such absence may not exceed a maximum of fifteen days in any one year; personal visits to the doctor or dentist. Proof of the need for such absences, satisfactory to the Corporation, may be required. The Corporation will accept as proof of absence a statement from the family member's doctor that the family member's illness was such that it required the employee's presence.

12.C.6. When an employee is transferred to an agency with which the Corporation has a reciprocal agreement, the employee's accumulated sick leave credits, to the extent permitted by the labor contracts concerned, will be transferred with the employee. When an employee is separated from service for other than transfer or disciplinary reasons and is subsequently reinstated or re-employed within one year after such separation, the employee's sick leave credits accumulated and unused at the time of separation will be restored.

12.C.7. When reinstatement occurs more than one year following separation, sick leave credits accumulated and unused at the time of separation may be restored in the discretion of the Corporation. Notwithstanding the provisions of this paragraph, an employee reinstated from a preferred list or by action of the Civil Service Commission will be entitled to restoration of all sick leave credits accumulated and unused to the extent permitted by this Agreement.

12.C.8. Unused sick leave will not be liquidated in cash at the time of separation, retirement or death. However, its cash value will be applied as provided in Section 167, subdivision 5 of the State Civil Service Law relative to the payment of health insurance premiums of retired employees. If the Civil Service Law Section 167.5 is amended to permit dependent survivors to use the value of a deceased retiree's sick leave accruals to offset the cost of State Health Insurance Plan premiums, the Corporation agrees to negotiate this with the Union.

12.C.9. Employees at the end of a six-month period of January 1 – June 30 and/or

July 1 – December 31, who during such period(s) have and maintain continuously a balance of not less than 165 days sick leave shall receive four days straight time pay for each such six month period they do not use sick leave. Employees may not use any sick leave during such six month period to be eligible for the benefit.

Employees who use sick leave during such six month period may be eligible for the sick leave incentive plan for employees with less than 165 days accumulated sick leave provided in Article 12.C.11.

Employees with a balance of 165 days of sick leave who are paid for non-use of sick leave as described above, who have at least 165 days in regular sick leave accumulated, shall have one-half day sick leave accruals credited to a special sick leave accrual bank for each day of sick leave accruals not credited until a total of 35 such days are accumulated. In no event shall an employee accumulate more than a total of 200 days of sick leave including regular sick leave and the special bank accruals. These special accruals shall not be used until all other sick leave is exhausted. Sick leave used must be deducted from the 165 days total and regular sick leave accruals must be built up to 165 days before further special bank credits will be granted and the employee eligible for the four days pay described above. At the time of retirement, these special sick leave accruals will be added to the regular sick leave accruals up to the 200 day limit toward the payment of health insurance premiums of retired employees and for retirement service credit purposes.

Any unauthorized absence occurring during the six-month period will disqualify an employee from receiving any sick leave incentive payment.

12.C.10. Should an employee who is out sick be in danger of exceeding the 40 day maximum allowable limit for annual leave, such employee may charge all of their absence because of illness or a portion thereof to their vacation accruals.

12.C.11. Employees at the end of the six month period July 1 - December 31 and/or the six month period January 1 - June 30 will receive the greater of either one or two days straight time pay for each six month period for which they are eligible based upon the following schedule:

<u>Sick Leave Used During Six Month Period</u>	<u>Additional Days Pay</u>
No sick leave used	2 days
One or less days sick Leave used	1 day
More than one day sick Leave used	0

Any authorized or unauthorized absence without pay, occurring during the six-month period will disqualify an employee from receiving any sick leave incentive payment

excluding workers' compensation leave and approved "voluntary leave without pay."

Payment will be made in the last pay period in August and February at the rate in effect at that time. This section will not apply to those employees who are eligible for the payment for lost sick leave over 165 days in accordance with Section 9 of this Article.

12.C.12. The parties agree to establish a Leave Donation Program with the following provisions:

1. Unit employees may make a non-refundable donation of annual leave to other unit employees.
2. Leave donations must be in one-half or whole day units.
3. Donated leave will be credited to the designated recipient as sick leave.
4. Use of donated leave must be due to medically documented personal illness or injury only.
5. Donated leave used by recipient for a Workers' Compensation illness or injury is non-restorable.

12.D. Extended Sick Leave

The Corporation may, in its discretion, advance sick leave credits to an employee absent due to personal illness who has exhausted their accumulated sick leave and vacation credits. Such advanced sick leave credits are to be repaid, as soon as practicable after the employee's return to duty, from subsequent accumulations of time credits. The outstanding unrepaid sick leave credits advanced to any employee under the provisions of this Article may not at any time exceed a total of five days.

Upon termination of the employee's services, any such advance of sick leave not offset by subsequent accumulations of sick leave and vacation credits is to be deducted from salary or wages due the employee.

12.E. Sick Leave at Half Pay

12.E.1. The Corporation will grant sick leave at half pay for personal illness or injury to a permanent employee having not less than one year of Corporation service after all of the sick leave and vacation credits have been used, subject to the following guidelines:

12.E.1.a. The employee must, by reason of personal illness or injury, be unable to perform the normal duties of the position. The Corporation may require the employee to undergo a physical examination by its own physician to verify this fact.

12.E.1.b. The Corporation must be reasonably assured that the employee will be able to return to normal duties following the absence.

12.E.1.c. The past record of the employee in the areas of attendance and work performance must be satisfactory.

12.E.1.d. The cumulative total of all sick leave at half pay granted to an employee during Corporation and/or State service may not exceed one pay period for each complete six months of Corporation and/ or State service.

12.E.2. The Corporation will, subject to subparagraphs a., b. and d. above, grant sick leave at half pay in all workers' compensation cases, after the use of all Workers' Compensation Leave, sick leave and vacation credits, except where the case is initially controverted and provided that the total period of absence does not exceed that set forth in Section 71 of the Civil Service Law. Such leave will not be granted where an examination by a State Insurance Fund or Corporation physician does not show evidence of a Workers' Compensation disability.

12.E.3. The Corporation will advise PEF in advance of notifying an employee of the denial of a request for sick leave at half pay, and will consider any comments PEF may wish to make at that time.

12.F. No Fault and Other Duplicate Compensation

12.F.1. No leave will be granted for any portion of any absence for which payments for lost wages are recovered or recoverable by the employee through Workers' Compensation or in any third-party action, or under a Corporation automotive liability policy, unless such payments for lost wages only and the right thereto, and the right to initiate any action to recover such payments for lost wages only and to participate as a party in any action brought by or on account or behalf of the employee to recover such payments for lost wages only, have been assigned to the Corporation.

12.F.2. Leave credits, including sick leave at half pay, used by an employee during a period of absence for which no fault benefits have been paid or are payable, which benefits or the right thereto have been assigned and/or credited to the Corporation as reimbursement for wages paid, will be restored to the employee in full; provided, however, that no restoration will be made for any absence of less than a full day. Credits so restored may not again be used for future absences attributable to the same injury.

12.F.3. In the event that the employee dies, resigns or retires, cash payment for vacation or other leave credits compensable in cash, including any credits restored under this subsection, will be made in accordance with the appropriate provisions of this Agreement.

12.G. Personal Leave

The parties agree that the crediting and use of personal leave for employees in this Negotiating Unit will be administered as follows:

Personal leave is leave with pay for annual leave or for personal business, including religious observance, without charge against accumulated vacation. Employees in this Negotiating Unit will be entitled to personal leave as set forth below:

12.G.1. Each employee in this negotiating unit will be credited with five days

personal leave each year as of the first full pay period in January. An employee who is appointed, promoted or transferred to a Unit position from another negotiating unit of the Corporation or the State will retain the personal leave standing to the employee's credit at that time. The following January, such employee will be credited with five days. Thereafter, the employee will receive five days each year as of the first full pay period in January.

12.G.2. An employee who reenters or is reinstated in Corporation service within the same calendar year after being separated or being granted a leave of absence without pay therefrom will be credited only with the unused personal leave time standing to the employee's credit at the time of such separation or leave until the following January.

12.G.3. An employee who enters Corporation service from State service by appointment, promotion or transfer will be credited with the unused personal leave standing to such employee's credit at the time of such appointment, promotion or transfer until the employee's State personal leave anniversary date is reached provided it does not exceed the limits as set forth in Section 4 below.

12.G.4. An employee who (a) enters Corporation service; or (b) reenters or is reinstated in Corporation service after having been separated or granted a leave of absence without pay from State or Corporation service; or (c) has reached the employee's anniversary date pursuant to Section 3 above will be immediately credited with personal leave as shown in the schedule below, until the following January 1:

Date of Entry, Reentry or Reinstatement or State Personal Leave Anniversary	Amount of Personal Leave to be Credited for Employees in Negotiating Unit V
---	---

January - March 14	5 Days
March 15 - May 26	4 Days
May 27 - August 7	3 Days
August 8 - October 19	2 Days
October 20 - January	1 Day

12.G.5. Personal leave is not cumulative and any personal leave credit remaining unused by an employee on the date preceding the first full pay period in January of each year will be cancelled. Unused personal leave may not be liquidated in cash at the time of separation, retirement or death.

12.G.6. Personal leave may be drawn only at a time convenient to and approved in advance by the appropriate supervisor, provided, however, that personal leave allowed for religious observance will be granted on the days and hours required, insofar as the same may be granted at such time without interference with the proper conduct of Corporation functions.

12.G.7. Employees shall have the right to use personal leave in not less than one-quarter hour units.

12.H. Leave for Extraordinary Conditions

The Corporation may, in its discretion, allow leave to employees in this Negotiating Unit under the following circumstances:

12.H.1. In the event of extraordinary weather conditions which develop before the commencement of a work day where appropriate public announcement has been made, the Corporation may direct employees to remain away from work on account of such conditions, such time to be charged against accumulated vacation, personal or sick leave credits at the employee's option. If such extraordinary weather conditions develop after the commencement of the workday, employees who are sent home shall not have to charge the time to their accruals.

12.H.2. In the event an employee has reported to duty and because of extraordinary circumstances beyond the employee's control which made the employee's duty station uninhabitable the employee is directed to leave work, any such absence for the remainder of that day will not be charged against the employee's accumulated leave.

The provisions of subsection 12.H.1. hereof do not apply to employees whose duties are of an essential nature and whose presence is required at their duty stations.

12.I. Volunteer Firefighter, Ambulance and Civil Defense Duties

The tardiness of volunteer firemen caused by firefighting duties or tardiness of members of volunteer ambulance services caused by emergency ambulance service shall be excused by the Corporation. In such cases, the Corporation may require the employee to submit satisfactory evidence that the lateness was due to such firefighting or emergency ambulance duties. Should this tardiness extend for the entire shift, it will also be excused under the same conditions.

The Corporation shall grant leave with pay for Civil Defense duties in accordance with Section 21.13 of the Department of Civil Service Attendance Rules.

12.J. Leave for Professional Examinations

Subject to approval in advance, an employee will be granted leave with pay without charge to accruals to compete in one professional examination each year in the employee's discipline. In the event such examination is administered in several parts, the several parts shall be considered a single examination. Absence required for travel shall be charged to appropriate leave credits.

12.K. Workers' Compensation Leave

12.K.1. Effective January 1, 1996, employees with attendance rules coverage who are necessarily absent from duty because of an occupational injury, disease or condition as defined in the workers' compensation law shall be eligible for a workers' compensation benefit as modified in this article. This Article does not diminish employees' rights under the Workers' Compensation Law. Determinations of the Workers' Compensation Board regarding compensability of claims shall be binding upon the parties.

12.K.2. A workers' compensation injury shall mean any occupational injury, disease or condition found compensable as defined in the workers' compensation law.

12.K.3. An employee who suffers a compensable occupational injury shall be placed on leave of absence without pay for all absences necessitated by such injury and shall receive the benefit provided by the Workers' Compensation Law.

12.K.4. Effective January 1, 1996, a statewide network of evaluating physicians will be selected by the State Insurance Fund, which will act as the third party administrator for the medical evaluation network. Employees who elect to participate in the medical evaluation network program shall attend all scheduled medical exams. Medical evaluation network physicians make determinations on an employee's degree of disability and prognosis for full recovery. Eligible employees who elect to participate in the medical evaluation program shall be placed on leave without pay and will receive the benefits provided by the workers' compensation law and the added benefits provided by this article, such as assignment pursuant to 12.K.16. Employees who elect not to participate in the medical evaluation network program will receive only the benefits provided by 12.K.3.

12.K.4.a. Employees electing to participate in the medical evaluation network program may be eligible for payments, for a period not to exceed nine months per injury, in addition to the statutory wage benefit provided pursuant to the workers' compensation law. Supplemental payments will be paid to employees whose disability is classified by the evaluating physicians as "total" or "marked", and where a Workers' Compensation Law wage payment is less than 60% of pre-disability wages, so that the total of the statutory payment and the supplemental payment provided by this article equals 60% of their pre-disability gross wages. The pre-disability wages are gross wages, defined as the sum of base annual salary, location pay, geographic differential, shift differential and inconvenience pay, received as of the date of the disability.

12.K.4.b. The Corporation will assume that all eligible employees have elected to participate in the medical evaluation network program unless the employee submits in writing a statement which clearly states such employee's election to not participate in the program, as soon after the accident as possible.

12.K.5. An employee necessarily intermittently absent for one full day or less in connection with a workers' compensation injury as defined in 12.K.4 due to therapy, a doctor's appointment, or other required continuing treatment, may charge accrued leave for said absences.

12.K.6. The Corporation will make previously authorized payroll deductions for periods the employee is receiving salary sufficient to permit such deductions. The employee is responsible for making payment for any such deductions whenever salary is insufficient to permit these deductions, for example, during periods of leave without pay, such as those provided in 12.K.3 and 12.K.4.

12.K.7. An employee required to serve a waiting period pursuant to the Workers' Compensation Law shall have the option of using accrued leave credits or being placed on leave without pay. Where an employee charged credits and it is subsequently determined

that no waiting period is required, the employee shall be entitled to restoration of credits charged proportional to the combined amount of net monetary award credited to the corporation by the Workers' Compensation Board or 60% of pre-disability gross income as defined in 12.K.4.a. of this section, whichever is greater.

12.K.8. When vacation credits are restored pursuant to this Article and such restoration causes the total vacation credits to exceed 40 days, a period of one year from the date of the return of the credits or the date of return to work, whichever is later, is allowed to reduce the total accumulation to 40 days.

12.K.9. An employee receiving workers' compensation payments for a period of disability found compensable by the Workers' Compensation Board shall be treated as though on the payroll for the length of the disability, not to exceed twelve months per injury, for the sole purposes of accruing seniority, continuous service, vacation, sick leave, and personal leave. Additionally, such employee shall be treated as though on payroll for the period of disability, not to exceed twelve months per injury, for the purposes of health insurance, retirement service credit and retirement contributions.

12.K.10. An employee whose disability exceeds the nine month entitlement afforded by this Article shall not be allowed to use accumulated leave credits.

12.K.11. If an employee's workers' compensation claim is controverted by the State Insurance Fund upon the ground that the disability did not arise out of or in the course of employment, the employee may utilize leave credits (including sick leave at half-pay) pending a determination by The Workers' Compensation Board.

12.K.12. If the employee's controverted or contested claim is decided in the employee's favor, any leave credits charged (and sick leave at half pay eligibility) shall be restored proportional to the combined amount of net monetary award credited to the corporation by the Workers' Compensation Board or 60 percent of pre-disability gross income as defined in 12.K.4.a., whichever is greater.

12.K.13. If the employee was in leave without pay status pending determination of a controverted or contested claim, and the claim is decided in the employee's favor, the employee shall receive the benefits pursuant to this section for the period covered by the award, not to exceed the time limits set forth in this section per injury.

12.K.14. If the date of the disabling incident is prior to January 1, 1996, the benefits available shall be as provided in the 1994-95 Canal Corporation/PEF Agreement.

12.K.15. If the date of the disabling incident is on or after January 1, 1996, the benefits available shall be as provided herein.

12.K.16. A mandatory alternate duty policy shall be established that allows management to recall an employee to duty and allows an eligible employee to request a return to duty subject to meeting the eligibility criteria. During the period of the alternate duty, the employee will receive regular full salary.

12.K.16.a. Only employees who have elected to participate in the medical evaluation network are eligible for mandatory alternative duty. In addition, an employee is eligible when such employee's disability is classified at 50% or less by the SIF and such employee has a prognosis of full recovery within sixty calendar days.

12.K.16.b. Mandatory alternate duty assignments shall be based upon medical documentation satisfactory to management. The issue of medical documentation is not reviewable under Article 14 of this agreement.

12.K.16.c. Mandatory alternate duty assignments shall be for up to sixty calendar days per injury and may be extended at management's discretion.

12.K.16.d. If no such alternate duty assignment is available, the employee will receive the wage benefit they would have received pursuant to section 4.a. If the disability was classified as "total" for the period the employee qualified for alternate duty not to exceed 60 calendar days.

12.K.16.e. An employee who refuses an alternate duty assignment will continue on leave and receive the wage benefit deemed appropriate pursuant to the Workers' Compensation Law.

12.K.16.f. Mandatory alternate duty assignments shall reflect the employee's physical limitations. Such assignments may include tasks that can be performed by the employee but that are outside of the employee's salary grade, title series or normal job duties. Such assignments shall not be considered to constitute out-of-title work and may result in changes in the employee's workday, workweek, work schedule and/or work location.

12.K.16.g. When the employee's mandatory alternate duty assignment expires, the employee who has fully recovered will return to their regular position. If the disability continues beyond the 60 days, the employee may request an extension of the assignment. If the extension is not granted by management, the employee shall receive only the statutory wage benefit appropriate to their level of disability.

12.K.16.h. The mandatory alternate duty assignment may be terminated prior to its expiration date if it is determined that the employee is able to return to their regular assignment.

12.K.17. The Corporation and PEF shall establish a committee whose purpose shall include, but not be limited to, reviewing and making recommendations on the following: (1) the effects of the implementation and administration of the workers' compensation statutory benefit; (2) the implementation of the mandatory alternate duty program; (3) the accident and injury data focusing on incidence of injuries or accidents in order to develop prevention strategies and means to reduce and/or eliminate the risk of on-the-job injury.

12.L. Leave of Absence for Probationary Employees

The Corporation agrees to grant an employee in this Negotiating Unit holding a permanent position in the competitive or non-competitive class and who is appointed to a Corporation position from an open-competitive eligible list a leave of absence from such position for the duration of the employee's probationary term in the position to which the employee is appointed.

ARTICLE 13 Employee Benefits

13.A. Health and Safety

13.A.1. The parties agree to the formation of a Safety Committee composed of the Director of the Bureau of Occupational Safety and Health Services and one PEF representative to review and transmit to the Canal Corporation recommendations concerning employee safety and to insure that such recommendations are not unreasonably denied. The Safety Committee shall review all relevant DOSH Reports.

13.A.2. The Canal Corporation will provide, to employees who have not previously received such safety equipment and whose positions require that they wear such equipment, one pair of safety glasses including prescription glasses (and including tinted lenses when such lenses are prescribed) and reimburse employees for two pair of safety BOOTS as follows:

- Up to \$100 each for two pairs of boots annually or up to \$150 for one pair of boots annually.

The Canal Corporation further agrees to replace, upon request of the employee, safety glasses and to reimburse employees for the replacement of safety BOOTS, for those employees who were previously issued such safety equipment, when replacement is made necessary by wear or damage on the job or in the case of a change in prescription for safety glasses.

Those employees who are provided or reimbursed for such equipment shall make full appropriate use thereof.

13.A.3. The Canal Corporation agrees to maintain accessible First Aid supplies and equipment in each of the Headquarters Buildings.

13.A.4. The Corporation agrees that employees who have been certified as First Aid Instructors may attend refresher training courses during their regular working hours.

13.B. Posting of Examination Announcements

13.B.1. The Corporation agrees to post all "short circular" open-competitive examination announcements received from the Department of Civil Service on all general bulletin boards of the Corporation. The Corporation also agrees to post detailed examination announcements for all Corporation promotion examinations and for all inter-departmental promotion examinations for which Corporation employees qualify at all

Corporation work locations and to send a copy of each such announcement to PEF.

The Corporation also agrees to post a notice on each general bulletin board that examination announcements and applications are available in the Office of Human Resources and/or at Headquarters Offices.

13.C. Thruway Passes

The Thruway Pass benefit will be eliminated for active employees and future retirees effective upon ratification of this Agreement. As soon as practicable after ratification, a \$1000 lump sum payment will be provided to employees on the payroll on the date of ratification. Employees who are on an authorized unpaid leave at the time of ratification shall be provided with the \$1000 lump sum payment as soon as practicable after their return to work.

13.D. Canal Passes

The Canal Pass benefit will be eliminated for active employees and future retirees effective upon ratification of this Agreement.

13.E. Meal, Lodging and Mileage Allowance

Receipted lodging and meal expenses for authorized overnight travel for locations within and outside of New York State shall be reimbursed at rates equal to the combined per diem lodging and meal reimbursement rate provided by the Federal Government to its employees in such locations. The rates shall be revised in accordance with any revision made in the per diem rates provided by the Federal Government to its employees.

The Corporation will publish and distribute the Federal Government reimbursement schedules for New York State locations for meals and lodging and any revisions thereto.

NOTE: (1) No meals or lodging will be paid to an employee performing official duties within 35 miles of such employee's official station or place of residence.

(2) An employee will receive the greater rate whenever official duties are conducted during a 24 hour period in areas with different rates.

13.E.1. The conditions for payment of expenses pursuant to this section shall be as follows:

13.E.1.a. Prior certification by the employee's supervisor that such travel is necessary and,

13.E.1.b. Subsequent certification by the employee and the employee's supervisor that such travel did in fact take place.

13.E.2. When the employee is in travel status for less than a

full day, and incurs no lodging charges, reasonable and necessary receipted expenses will be allowed for breakfast and dinner.

13.E.3. The Corporation will provide a mileage allowance rate equal to the prevailing Internal Revenue Service mileage allowance for business expenses to those employees who must use their personal vehicles for Corporation business.

13.E.4. Unreceipted transportation and lodging expenses will be reimbursed pursuant to the most current Finance and Accounts Bulletin on Travel Rates.

13.F. Tuition Assistance

The Corporation agrees to provide a Tuition Assistance Program for permanent full-time employees for formal education courses which:

will improve the employee's general competence in performing their present job; courses which increase the employee's opportunity for advancement to positions for which the employee may compete on a promotional basis; courses in preparation for high school equivalency, or if the course is part of an overall education program leading to an associate's or bachelor's degree at a college or university accredited by the State of New York.

13.F.1. The financial assistance provided herein will be provided for payment of 90% of tuition only.

13.F.2. If an employee receives financial assistance for any course described above, the Corporation may deduct the amount of such assistance from the tuition reimbursement. Financial assistance shall not include loans.

13.F.3. There is a maximum of 15 credit hours annually per employee.

13.F.4. Tuition support for approved courses will be advanced to the employee before the course begins. If the course is not satisfactorily completed, with a passing grade, the amount of tuition must be returned to the Corporation.

13.F.5. If a disagreement arises between the Corporation and an employee as to whether the tuition assistance program applies to a particular course or courses which the employee proposes to take and following the decision of the Director of Agency Training, the employee may within ten days of the receipt of such decision, which shall also be communicated to the appropriate supervisors, request that it be reviewed by the Executive Director or the Executive Director's designee. Such review shall be made and the result thereof forwarded to the employee concerned within fifteen days of receipt of the request. Nothing contained herein shall be construed to replace, but shall be in addition to, any other remedies available to the employee under this Agreement.

13.F.6. The Corporation agrees to request that the Department of Civil Service permit Corporation employees to participate, under the Corporation's Tuition Assistance

Program, in the Employee Benefits Training Courses offered to State employees. The Corporation further agrees, subject to the approval of the appropriate supervisor, to grant employees leave with pay, including reasonable travel time, for those courses which are offered only during the employee's normal work day.

13.G. Class Specifications/Duty Statements of Positions

The Canal Corporation agrees to update and maintain a complete set of class specifications for each title and also to provide a set in the Office of Human Resources, in each of the three Division Headquarters Offices of the Canal Corporation and to PEF. The Canal Corporation also agrees to provide to any employee, at their request, a copy of the class specification for their position.

All revisions in class specifications will be incorporated in the above sets as they occur.

A copy of each position duty statement revised in the future will be provided by the Director of Employee Relations to the PEF representative assigned to the Canal Corporation. In addition, the Director of Labor Relations will provide five copies of such revised duty statements to the Unit President.

The Canal Corporation recognizes its obligation to negotiate with the union any changes in the class specification or duty statement for a position when these changes involve duties which are not inherent to the duties of that position.

13.H. Parking Facilities

The Corporation agrees not to charge employees in this Negotiating Unit for parking personally owned cars at any regularly established work location of the Corporation.

13.I. Reimbursement for Personal Property Damage

The Corporation agrees that the provisions of the small claims procedure will apply to permit the filing and consideration of claims for reimbursement for personal property damaged or destroyed in the course of performance of their duties.

13.J. Hearing Stenographer for Classification and Compensation Appeals

The Canal Corporation agrees to provide a hearing stenographer at any hearing held by the Canal Corporation Board on an appeal by an employee in this Negotiating Unit from a determination by the Canal Corporation's Compensation Committee concerning the salary grade to which the employee's position is allocated and to request the Civil Service Commission to provide a hearing stenographer at any hearing held by such Commission on an appeal by an employee in this Negotiating Unit from a determination by the State Director of Classification and Compensation concerning the title classification of the employee's position.

13.K. Transfer Policy

The Corporation will establish a transfer policy which provides for:

13.K.1. Posting of vacancies Corporation-wide.

13.K.2. Employees interested in such vacancies shall so indicate by signing the posting or by prefiling a memorandum with the appropriate supervisor stating their interest in such transfer.

13.K.3. Selection will be on the basis of total Corporation service excluding trainee and probationary service unless satisfactorily completed. In the event the most senior employee is not appointed, the Corporation will set forth the reasons therefore.

13.L. Personal History Folders

Concerning Personal History Folders:

13.L.1. Employees shall have access to these folders.

13.L.2. Material shall not be filed in the folders of which the employee does not have a copy.

13.L.3. The employee may submit for filing a response to anything in the folder which the employee considers adverse, a copy of which may be given by the Canal Corporation to whoever originates such adverse material.

13.L.4. The Canal Corporation will remove, upon written request of the employee after three years from the date thereof, any item in the employee's personal history folder which the employee considers to reflect adversely on such employee's work performance or character, except items that have been used to support an unsatisfactory performance rating which was subsequently sustained or items which are part of a disciplinary proceeding; such items may be removed upon the employee's request after five years from the date thereof provided there has been no subsequent unsatisfactory rating or subsequent discipline proceeding. If there has been subsequent action, the material may not be removed until five years from the date of the last such action. The Corporation may refer to and/or cite material that has been removed in subsequent disciplinary proceedings.

13.L.5. PEF may represent the employee in connection with paragraph 13.L.1. above providing the employee has so notified the Personnel Director in writing.

13.M. Defendant Counsel Costs

When a defendant employee is required to appear in any court for the purpose of testifying because of any accident such employee may have been involved in while in the Corporation's service during working hours, such time will be considered as time worked and the employee will be paid accordingly.

The Corporation shall furnish employees who are involved in accidents during working hours with bail bond and legal counsel and shall pay in full for same. Said bail bond and legal counsel shall remain assigned to the employee until all legal action in connection with said accident is concluded. This shall not apply to crimes or accidents involving gross or criminal negligence. The Corporation shall assume all responsibility for all court costs, legal fees and bail bond fees for any employee who is involved in any accident during working hours and in the scope and course of such employee's employment and shall assume all responsibility for all judgments and awards against an employee who is involved in accidents during working hours and in the scope and course of their employment, which result through court action against said employee. This shall not apply to crimes or accidents involving gross or criminal negligence.

13.N First Aid/Defensive Driver Training

When such training is not part of an employee's duties, the Corporation will pay a \$1.00 per hour premium to an employee assigned by such employee's supervisor to conduct first aid or defensive driving training for each hour spent actually conducting such classroom training.

13.O. Career Mobility

The parties agree that they will mutually work to determine ways to enhance career mobility. The Corporation will post all Corporation job announcements on the Canal Corporation website.

13.P. Employee Assistance Program

There shall be an Employees Assistance Program (EAP) available to all employees.

13.Q. Benefits for Less Than Full Time Employees

A less than full-time employee is eligible for annual, sick and personal leave; health insurance and dental benefits. To qualify for the above benefits, the employee must work at least half-time per pay period on a regularly scheduled basis. For this purpose, time on leave with full pay is considered time worked. The leave credits an employee receives are prorated to the percentage of time scheduled to work. The maximum leave credits an employee may accrue are also prorated. For example, if an employee could accrue a maximum of 40 days (300 hours) of annual leave as a full-time employee, that same employee may accrue a maximum of 40 prorated days (150) hours as a half-time employee.

13.R. Definition of Seniority

Seniority shall be defined as contiguous service with the Corporation/Thruway Authority/State.

13.S. Flexible Spending Accounts and College Savings Program

The Corporation will offer to employees the opportunity to participate in medical expense and dependent care flexible spending accounts.

The Corporation will offer to employees the opportunity to participate in the New York State College Savings Program.

13.T. Professional Organizations

The Corporation will reimburse 50% of the cost of dues or membership fees to one professional organization in the employee's discipline up to \$50 per calendar year.

ARTICLE 14 Grievance Procedure

In order to further the harmonious and cooperative relationship between the Corporation and its employees, it is agreed to provide for the settlement of grievances in the manner set forth herein.

14.A. Definition

14.A.1. A formal grievance is a dispute concerning the interpretation, application, or alleged violation of specific terms or provisions of this Agreement, which is presented for resolution not more than 90 days after the occurrence or cause for such grievance.

14.A.2. An informal grievance is any other dispute which may arise out of an action within the scope of authority of the Executive Director and which is not covered by this Agreement. It shall be processed up to and including Step 2 of the grievance procedure.

14.A.3. Unless otherwise agreed by the parties, grievances may not be brought on matters as to which other means of resolution are provided or foreclosed by this Agreement or by statute or administrative procedures applicable to the Corporation.

14.B. Grievance Procedure Steps

Step 1: In the first instance, the employee and/or the Union Representative shall discuss the grievance with the Canal Division Engineer, Department Head or designee involved. Every effort should be made by both parties to settle the issue.

If unsatisfactory settlement is not effected with the Canal Division Engineer, or Department Head within ten working days of the above-referenced Step 1 discussion, the union representative and the employee may, within fifteen working days, or within 90 days of the incident being grieved, whichever is later, submit such grievance, in writing to the Director of Human Resources.

Step 2: A grievance may be progressed to Step 2 only by the Union Representative. The written grievance must be submitted on a form and in a format mutually developed by the parties to the Director of Human Resources within 15 working days of the Step 1 discussion or within 90 days of the incident being grieved, whichever is later. If a settlement is reached, it shall be final and binding.

Step 3: If no satisfactory settlement can be agreed upon at Step 2, either the Corporation or the Union may, within 21 working days, request arbitration of the grievance.

The parties shall refer the matter to the American Arbitration Association for resolution pursuant to American Arbitration Association procedures and rules.

The decision or award of the arbitrator shall be final and binding upon the Corporation, the Union and the grievant(s) to the extent permitted by and in accordance

with appropriate law and this Agreement. The arbitrator shall not have the authority to amend or modify this Agreement or establish new terms or conditions under this Agreement.

The arbitrator may not fashion an award that would be effective more than 90 days prior to the filing of the grievance.

The expense for the arbitration will be shared equally by the Corporation and the Union.

14.C. Basic Standards and Principles

14.C.1. Grievances of the Union or the Corporation shall be submitted at Step 2.

14.C.2. Grievances shall be handled during working hours and the aggrieved employee and the Union Representative, if a Corporation employee shall be granted leave with pay for the time involved. Such time shall include reasonable time for travel, if needed.

14.C.3. Any Union Representative, if a Corporation employee, shall with the approval of the Representative's supervisor, be permitted to leave their work to investigate and adjust the grievance of any employee within the Representative's jurisdiction.

14.C.4. Should the Union Representative, if a Corporation employee, and the aggrieved employee have different supervisors, then the approval for the discussion of the grievance must be obtained from both supervisors.

14.C.5. Employees shall have the Union Representative present during the discussion of any grievance with representatives of the Corporation.

14.C.6. PEF shall have the exclusive right to represent any employee or employees, upon their request at any Step of the grievance procedure, provided, however, individual employees may represent themselves in processing grievances at Step I.

14.C.7. Pertinent work records shall be made available during the discussion of grievances.

14.C.8. The procedure set forth herein may be invoked only by the authorized representative of the Corporation or the Union.

An updated Article 14 Grievance Form will be attached at Appendix B.

ARTICLE 15

Discipline Procedure

15.A. Applicability

The disciplinary procedure set forth in this Article shall be in lieu of the procedure specified in Section 75 and 76 of the Civil Service Law and shall apply to all persons currently subject to Section 75 and 76 of the Civil Service Law. In addition, it shall apply to those non-competitive class employees described in Section 75(l)(c) of the Civil Service Law who, since last entry into Corporation service, have completed at least two years of continuous service in the non-competitive class, or who were appointed to a non-competitive class position as described in Section 75(l)(c) of the Civil Service Law on or after April 1, 1979 and have completed at least one year of continuous service in such position.

15.B. Purpose

The purpose of this Article is to provide a prompt, equitable and efficient procedure for the imposition of discipline for just cause. Both parties to this Agreement recognize the importance of counseling and the principle of corrective discipline. Prior to initiating formal disciplinary action pursuant to this Article, the Corporation, or the Corporation's designee, is encouraged to resolve matters informally: provided, however, such informal action shall not be construed to be a part of the disciplinary procedure contained in this Article and shall not restrict the right of the Corporation, or the designee, to consult with or otherwise counsel employees regarding their conduct or to initiate disciplinary action.

15.C. Employee Rights

15.C.1. Employees may represent themselves or be accompanied for purposes of representation by PEF or an attorney, at meetings or hearings held pursuant to the disciplinary procedure set forth in 15.E, and when, as provided in subdivision (2) or (3) below, the employee is required to submit to an interrogation or requested to sign a statement. Unless the employee declines representation, a reasonable period of time shall be given to obtain a representative. If the employee requests representation and the employee or PEF fails to provide a representative within a reasonable period of time, the meetings or hearings under the disciplinary procedure may proceed, an interrogation as provided in subdivision (2) below may proceed, or, the employee may be requested to sign a statement as provided in subdivision (3) below. An arbitrator under this Article shall have the power to find that a delay in providing a representative may have been unreasonable. Where an employee elects to be represented by PEF exclusively, the PEF representative assigned by PEF, if a Corporation employee, shall not suffer any loss of earnings or be required to charge leave credits for absence from work as a result of accompanying an employee for purposes of representation as provided in this subdivision.

15.C.2. An "interrogation" shall be defined to mean the questioning of an employee who, at the time of the questioning, has been determined to be a likely subject for disciplinary action. The routine questioning of an employee by a supervisor or other representative of management to obtain factual information about an occurrence, incident

or situation or the requirement that an employee submit an oral or written report describing an occurrence, incident or situation, shall not be considered an interrogation. If during the course of such routine questioning or review of such oral or written report, the questioner or reviewer determines that the employee is a likely subject for disciplinary action, the employee shall be so advised. An employee shall be required to submit to an interrogation by a Corporation representative if the information sought is for use against such employee in a disciplinary proceeding pursuant to this Article, or after a notice of discipline has been served on such employee, only if the employee has been notified, in advance of the interrogation, of the rights to representation as provided in subdivision (1) above. If an employee is improperly subjected to interrogation in violation of the provisions of this subdivision (2), no information obtained solely through such interrogation shall be used against the employee in any disciplinary action. No recording device shall be used nor shall any stenographic record be taken during an interrogation unless the employee is advised in advance that a record is being made. A copy of any formal record shall be supplied to the employee upon request.

15.C.3. No employee who has been served with a notice of discipline pursuant to 15.F., or who has been determined to be a likely subject for disciplinary action, shall be requested to sign any statement regarding a matter which is the subject of a disciplinary action under 15.E. unless offered the right to have a representative of PEF or an attorney present and, if the employee requests such representation, is afforded a reasonable period of time to obtain a representative. A copy of any statement signed by an employee shall be supplied to that employee. Any statements signed by an employee without having been so supplied to that employee may not subsequently be used in a disciplinary proceeding.

15.C.4. In all disciplinary proceedings under Section E, the burden of proof that discipline is for just cause shall rest with the employer. Such a burden of proof, even in serious matters which might constitute a crime, shall be preponderance of the evidence on the record and shall in no case be proof beyond a reasonable doubt.

15.C.5. An employee shall not be coerced, intimidated or caused to suffer any reprisals, either directly or indirectly, that may adversely affect wages or working conditions as the result of the exercise of the rights under this Article.

15.D. Suspension or Temporary Reassignment Before Notice of Discipline

15.D.1. Prior to the service of a notice of discipline or the completion of the disciplinary procedure set forth in Section E, an employee may be suspended without pay or temporarily reassigned by the Corporation, or the Corporation's designee, in the Corporation's discretion, only pursuant to paragraphs (a) and (b) of this subdivision.

15.D.1.a. The Corporation or the Corporation's designee may, in the Corporation's discretion, suspend an employee without pay or temporarily reassign such employee when a determination is made that there is probable cause that such employee's continued presence on the job represents a potential danger to persons or property or would interfere with operations. A notice of discipline shall be served no later than five calendar days following any such suspension or temporary reassignment.

15.D.1.b. The Corporation or the Corporation's designee may, in the Corporation's discretion, suspend without pay or temporarily reassign an employee charged with the commission of a crime. Such employee shall notify the Corporation in writing that there has been a disposition of a criminal charge within seven calendar days thereof. [Within 30 calendar days following such suspension or temporary reassignment under this paragraph, or within five calendar days from receipt by the appointing authority of notice of disposition of the charge from the employee, whichever occurs first, a notice of discipline shall be served on such employee or such employee shall be reinstated with back pay or reassigned to the regular assignment. Nothing in this paragraph shall limit the right of the Corporation or the Corporation's designee to take disciplinary action during the pendency of criminal proceedings.]

15.D.1.c. During the period of any suspension without pay pursuant to the provisions of 15.D., the Corporation shall continue the employee's dependents' health insurance coverage that was in effect on the day prior to the first day of the suspension, and shall pay the employer's share of any premium or subscription charges to maintain such coverage. Any such suspended employee shall be counted for the purpose of calculating the amount of any periodic deposit for the employee benefit fund for the period applicable. Any such suspended employee shall be responsible for paying the employee's share of premium or subscription costs for such health insurance coverage. The Corporation shall not be liable for payment of the employer's share of the health insurance premium or for the benefit fund payment for any period of time during which the suspended employee fails to pay the employee's share of the health insurance premium.

15.D.2. Temporary Reassignment

15.D.2.a. Where the Corporation has determined that an employee is to be temporarily reassigned pursuant to this Article, the employee shall be notified in writing of the location of such temporary reassignment and the fact that such reassignment may involve the performance of out-of-title work. The employee may elect in writing to refuse such temporary reassignment and be suspended without pay. Such election must be made in writing before the commencement of the temporary assignment. An election by the employee to be placed on a suspension without pay is final and may not thereafter be withdrawn. Once the employee commences the temporary assignment, no election is permitted.

15.D.2.b. The fact that the Corporation has temporarily reassigned an employee rather than suspending such employee without pay or the election by an employee to be suspended without pay rather than be temporarily reassigned shall not be considered by the disciplinary arbitrator for any purpose.

15.D.2.c. Temporary reassignments under this Section shall not involve a change in the employee's rate of pay.

15.D.3.a. Suspensions without pay and temporary reassignments made pursuant to this Section shall be reviewable by a disciplinary arbitrator in accordance with provisions of Section E to determine whether the Corporation had probable cause.

15.D.3.b. Where an employee has been suspended without pay or temporarily reassigned the employee may, in writing, waive the Division or Department level meeting at the time of filing a disciplinary grievance. In the event of such waiver, the employee shall file the grievance form within the prescribed time limits for filing a department or agency level grievance directly with the Director of Human Resources for the Corporation in accordance with 15.E. The Director of Human Resources shall give the case priority assignment and shall forthwith set the matter down for hearing to be held within 14 calendar days of the filing of the demand for arbitration. The time limits may not be extended.

15.D.3.c. Where an employee is suspended without pay or temporarily reassigned, and the hearing will extend beyond one day, either party may authorize the arbitrator to issue an interim decision and award solely with respect to the issue of whether there was probable cause for the suspension or temporary reassignment, such request to be permitted at any time after the completion of the Corporation's direct case.

15.D.3.d. Within five calendar days of any suspension without pay or temporary reassignment pursuant to this Section, the President of PEF or the President's designee shall be sent a notice, in writing, advising of such suspension without pay or temporary reassignment. Such notice shall be sent by certified mail, return receipt requested.

15.D.4. In the event of a failure to serve a notice of discipline within the time limits established in Section D(1), the employee shall be deemed to have been suspended without pay as of the date of service of the notice of discipline or, in the event of a temporary reassignment, may return to such employee's actual assignment until such notice is served. In the event of failure to notify the President of PEF or the President's designee of the suspension within the time period established in Section D (3)(d) the employee shall be deemed to have been suspended without pay as of the date the notice is sent to the President of PEF or the President's designee.

15.E. Disciplinary Procedure

15.E.1. Where the Corporation or the Corporation's designee seeks to impose discipline, notice of such discipline shall be made in writing and served upon the employee. Discipline shall be imposed only for just cause. Disciplinary penalties may include a written reprimand, a fine not to exceed \$200, suspension without pay, demotion, restitution, dismissal from Corporation service, loss of leave credits or other privileges, or such other penalties as may be appropriate. The specific acts for which discipline is being imposed and the penalty or penalties proposed shall be specified in the notice. The notice shall contain a description of the alleged acts and conduct, including reference to dates, times and places. Two copies of the notice shall be served on the employee. Service of the notice of discipline shall be made by personal service or by certified mail, return receipt requested.

15.E.2. The President of PEF or the President's designee shall be advised by certified mail, return receipt requested, of the name and work location of an employee against whom a notice of discipline has been served.

15.E.3. The notice of discipline served on the employee shall be accompanied by a copy of this Article and a written statement that:

15.E.3.a. the employee has a right to object by filing a disciplinary grievance within 14 calendar days:

15.E.3.b. the employee has the right to have the disciplinary action reviewed by an independent arbitrator:

15.E.3.c. the employee is entitled to be accompanied for the purposes of representation by PEF or an attorney at every step of the disciplinary proceeding:

15.E.3.d. if a disciplinary grievance is filed, no penalty can be implemented unless the employee fails to follow the procedural requirements, or until the matter is settled, or until the arbitration procedure specified in subdivision (6) below, is completed.

15.E.4. The penalty proposed by the Corporation may not be implemented until (a) the employee fails to file a disciplinary grievance within 14 calendar days of the service of the notice of discipline, or (b) having filed a grievance, the employee fails to file a timely appeal as provided in subdivision (6) below or (c) the penalty is upheld or a different penalty is determined by the arbitrator to be appropriate, or (d) the matter is settled.

15.E.5. If not settled or otherwise resolved, the notice of discipline may be the subject of a grievance before the Department Head or Division Canal Engineer, or a designee, and shall be filed either in person or by certified mail, return receipt requested, by the employee or by the representative with the employee's consent, within 14 calendar days of service of the notice of discipline. If the disciplinary grievance is signed by the employee's representative, and the Corporation or the Corporation's designee requests written confirmation of the employee's consent to the filing of the grievance, such written consent must be provided to the Corporation or the Corporation designee no later than 3 days prior to the meeting. The employee shall be entitled to a meeting with the Department or Division Canal Engineer, or a designee. The meeting shall include an informal presentation by the Department Head or Division Canal Engineer, or a designee, and by the employee, or a union representative, of relevant information concerning the acts or omissions specified in the notice of discipline, a general review of the evidence and defenses that will be presented if the matter proceeds to the next level, and a discussion of the appropriateness of the proposed penalty. The meeting need not involve the identification or specific description of documents, or other informal disclosure of evidence by either party.

The meeting provided for herein may be waived, in writing, on the grievance form, only in accordance with Section D(3)(b). A written response shall be rendered in person, or by certified mail, return receipt requested, no later than seven calendar days after such meeting. If possible, the Department Head or Division Canal Engineer, or a designee, should render a written response at the close of such meeting. When the Department Head or Division Canal Engineer, or a designee, fails to issue a written response within seven calendar days from such meeting, the grievant or the grievant's representative has the right to proceed directly to the next appropriate level by filing an appeal in accordance

with 15.E.6.

15.E.6. Disciplinary Arbitration

15.E.6.a. If a disciplinary grievance is not settled or otherwise resolved, it may be appealed to independent arbitration. Such appeal must be filed with the Director of Human Resources for the Corporation by certified mail, return receipt requested, on a disciplinary grievance form, with a copy to the Corporation, within 14 calendar days of service of the Corporation response. If there is no Corporation response received within ten calendar days after the Department Head or Canal Division Engineer meeting, the appeal to arbitration must be filed within 24 calendar days of such meeting. If the appeal to arbitration is filed by the employee's representative, and the employee or employee's representative has not already furnished the employee's written consent, the Corporation or the designee of the Corporation may request written confirmation of the employee's consent to the filing of such appeal. Such written consent must be provided to the Corporation or the designee of the Corporation no later than 5 days prior to the first day of the arbitration hearing.

15.E.6.b. The disciplinary arbitrator shall hold a hearing within 14 calendar days after said arbitrator's selection. A decision shall be rendered within seven calendar days of the close of the hearing or within seven calendar days after receipt of the transcript, if either party elects a transcript as provided in 15.E.6.g., or within such other period of time as may have been mutually agreed to by the Corporation and the Grievant or the Grievant's representative.

15.E.6.c. Disciplinary arbitrators shall render determinations of guilt or innocence and the appropriateness of proposed penalties, and shall have the authority to resolve a claimed failure to follow the procedural provisions of this Article. Disciplinary arbitrators shall neither add to, subtract from, nor modify the provisions of this Agreement.

15.E.6.d. The disciplinary arbitrator's decision with respect to guilt or innocence, penalty, or probable cause for suspension, or temporary reassignment, if any, and a claimed failure to follow the procedural provisions of this Article, shall be final and binding on the parties. If the arbitrator, upon review, finds probable cause for suspension without pay, the arbitrator may consider such suspension in determining the penalty to be imposed. Upon a finding of guilt the disciplinary arbitrator has full authority, if the arbitrator finds the penalty or penalties proposed by the Corporation to be inappropriate, to devise an appropriate penalty including, but not limited to, ordering reinstatement and back pay for all or part of any period of suspension. The amount of any back pay award shall be reduced by the amount of any unemployment compensation benefits and any outside earnings paid to the employee during the time period for which back pay is awarded. For the purpose of this paragraph, "outside earnings" shall mean monies paid for work performed during those hours the employee would have been scheduled to work for the appointing authority had no suspension occurred. Nothing contained in this paragraph shall apply to settlements achieved pursuant to 15.F., Settlements. Under any such settlement, the amount of back pay, if any, and any offset thereto shall be determined by the parties as part of the settlement.

15.E.6.e. The Corporation and PEF Agree that they shall jointly administer a mutually agreed upon panel of disciplinary arbitrators. The Corporation and PEF shall jointly develop a statement of special procedures and instructions to be followed by disciplinary arbitrators. Pending the development of this statement, the instructions to arbitrators, dated March 15, 1978, as amended, shall be considered to be in effect in the unit. The composition of the panel of arbitrators shall be agreed to by the Corporation and PEF and such panel shall serve for the term of this agreement.

15.E.6.f. All fees and expenses of the arbitrator, if any, shall be divided equally between the Corporation and PEF or the employee if not represented by PEF. Each party shall bear the costs of preparing and presenting its own case. If either party, PEF (or the Representing attorney) or management requests a postponement of the proceedings and a hearing officer cancellation fee is warranted as a result of such postponement and the hearing officer agrees the postponement is appropriate, the cost of the cancellation fee will be the responsibility of the postponing party. The estimated arbitrator's fees and estimated expenses may be collected in advance of the hearing. When such request for payment is made and not satisfied as required, the grievance shall be deemed withdrawn.

15.E.6.g. Either party wishing a transcript at a disciplinary arbitration hearing may provide for one at its own expense and shall provide a copy to the arbitrator and the other party without cost.

15.E.7 The Department Head or Canal Division Engineer or a designee has full authority, at any time before or after the notice of discipline is served by the Corporation, to review such notice and the proposed penalty and to take such action as they deem appropriate under the circumstances in accordance with this Article including, but not limited to determining whether a notice should be issued, amendment of the notice no later than the issuance of the Corporation response, withdrawal of the notice or a reduction of the proposed penalty.

15.E.8. An employee shall not be disciplined for acts, except those which would constitute a crime, which occurred more than one year prior to the notice of discipline. The employee's entire record of employment, however, may be considered with respect to the appropriateness of the penalty to be imposed, if any.

15.F. Settlements

A disciplinary matter may be settled at any time following the service of the notice of discipline. The terms of the settlement shall be agreed to in writing. Before executing such settlement, an employee shall be advised of the right to have a PEF representative or an attorney present and, if such representation is requested, shall be afforded a reasonable period of time to obtain representation. A settlement entered into by an employee, the PEF representative or an attorney, on behalf of the employee, shall be final and binding on all parties. Within five calendar days of any settlement, the President of PEF or the President's designee shall be sent a notice, in writing, advising of the settlement. Such notice shall be sent by certified mail, return receipt requested.

15.G. Definitions

15.G.1. As used in this Section, "days" shall mean calendar days unless otherwise specified.

15.G.2. "Service" shall be complete upon personal delivery or, if it is made by certified mail, return receipt requested, it shall be complete upon the date the employee or any other person accepting delivery has signed the return receipt or when the letter is returned to the Corporation undelivered.

15.G.3. "Filing" shall be complete upon actual receipt, or if certified mail, return receipt requested is used, upon the date of mailing appearing on the postal receipt.

15.H. Timeliness

In the event of a question of timeliness of any disciplinary grievance or appeal to arbitration, the date of actual receipt shall be determinative when personal delivery is used and the date of mailing appearing on the postal receipt shall be determinative when certified mail, return receipt requested is used.

15.I. Time Limits

Except as provided in Section D (3)(b), time limits contained in this Article may be waived by mutual agreement of the parties. Any such agreement must be in writing.

15.J. Changes in shift, pass day, job assignment, or transfer or reassignment to another work location or job station may not be made for the sole purpose of imposing discipline unless imposed pursuant to the provisions of 15.E., provided, however, that temporary reassignments may be made pursuant to 15.D.

15.K. Unauthorized Absence

- (A) Employees absent from work without authorization for 10 consecutive workdays shall be deemed to have resigned from their positions if they have not provided a satisfactory explanation for such absence on or before the eleventh workday following the commencement of such unauthorized absence.
- (B) Within 20 calendar days commencing from the 10th consecutive day of absence from work without authorization, such employees may submit an explanation concerning their absence to the appointing authority. The burden of proof shall be upon the employee to establish that it was not possible for them to report to work or notify the appointing authority or the appointing authority's designee of the reason for their absence. The appointing authority shall issue a short response within five (5) calendar days after receipt of such explanation. The procedure contained in this subsection shall not be grievable.

An updated Article 15 Grievance Form will be attached as Appendix C.

ARTICLE 16 Economic Interest

16.A. Notice Of Intent To Contract Out

16.A.1. Where the Canal Corporation determines that contracting out for services currently performed by PEF-represented employees will result in the layoff of unit employees, the Canal Corporation, shall notify PEF of such possibility by personal delivery or certified mail, return receipt requested. Such notice shall be provided no later than 90 days prior to an award of any contract and shall be provided earlier whenever possible.

16.A.2. A copy of the specifications which may appear in an ultimate request for proposal shall be provided with the notification, or as soon as possible thereafter, however, such specifications shall be provided no later than 90 days prior to an award of any contract. As soon as possible thereafter, but no later than 60 days prior to an award of any contract, PEF shall be provided with descriptions of goods or services proposed to be provided by vendors or providers, and consistent with procurement law, rules and regulations, the estimated cost of the contract and the estimated cost of continuing the work in-house, and the resulting request for proposal.

16.A.3. Upon PEF's request, the parties shall meet regarding potential alternatives to the proposed contract. PEF shall have 10 calendar days following receipt of notice of the Canal Corporation's intent contract out to make such a request. PEF shall have the opportunity to provide written alternatives to the proposed contracting out. Should PEF choose to exercise this opportunity, alternatives must be provided to the Canal Corporation, in writing, within 30 calendar days of the commencement of discussions.

16.A.4. If the written alternatives presented by PEF are rejected, PEF must be apprised of the reasons in writing. If the Canal Corporation accepts PEF's proposals, this Agreement will be memorialized in a memorandum of understanding.

16.B. Notice Of Anticipated Layoff

16.B.1. If a contract is awarded and, as a result, a reduction in force is anticipated, the Canal Corporation will provide PEF and all employees who will be laid off at least 30 days written notice of the anticipated layoff.

16.B.2. Permanent employees anticipated to be laid off as a result of the Canal Corporation's decision to contract out, shall be offered, wherever possible, subject to Civil Service Law and other obligations under existing collective bargaining agreements with other units, the opportunity for employment in other positions in the Canal Corporation. The Canal Corporation will also make its best effort to work with the Department Of Civil Service to find placements in appropriate state agencies for affected employees. If an affected employee cannot be employed, the employee can then exercise any displacement rights the employee may have under Civil Service Law.

16.B.3. Upon PEF's request, the parties shall meet to negotiate regarding the impact of the anticipated layoffs on bargaining unit employees. Such negotiations shall address proposals designed to ameliorate the impact of any reduction in force, including but not limited to, severance packages for voluntarily or involuntarily separated employees.

16.C. Preferential Hiring

The affected employees may elect to accept preferential employment with the contractor, where available. To create this option, the Canal Corporation will require private contractors, as a condition of receiving the contract; to preferentially consider affected qualified canal employees for a position with the contractor under the contractor's terms and conditions of employment. The Canal Corporation will notify affected employees of employment options available with the contractor and will otherwise assist the hiring process for those positions.

ARTICLE 17 Code of Fair Practices

17.A. Appointment, Assignment and Promotion of Corporation Personnel

The Union and the Corporation agree that they will admit to membership, appoint, assign and promote Corporation personnel on the basis of merit and fitness, without regard to race, color, creed, national origin, religion, sex, disability, age, marital status, pregnancy, sexual preference, arrest, or veteran's status and that they will bar from all membership and employment application forms any inquiry expressing any limitation or specification as to race, color, creed, national origin, religion, sex, disability, age, marital status, pregnancy, sexual preference, arrest, or veteran's status unless it relates to a bona fide occupational qualification and has been approved by the State Division of Human Rights.

17.B. Union and Corporation Action

In performing services for their members and the public, the Union and the Corporation agree that they will not unlawfully discriminate because of race, color, creed, national origin, religion, sex, disability, veteran's status, arrest, marital status, pregnancy, sexual preference or age, nor will the Corporation authorize or permit the use of Corporation facilities in furtherance of discriminatory practices.

17.C. Training for Job Opportunities

All educational and vocational guidance programs and all apprenticeship and on-the-job training programs for the Corporation will be conducted to encourage the fullest development of interests and aptitudes, without regard to race, color, creed, national origin, religion, sex, disability, veteran's status, arrest, marital status, pregnancy, sexual preference or age.

17.D. Union and Corporation Forms

The Union and the Corporation will avoid in forms or requests for information any item or inquiry expressing any limitation or specification as to race, color, creed, national origin, religion, sex, disability, veteran's status, arrest or, marital status, pregnancy, sexual preference or age, unless the item or inquiry is expressly required by statute or is required in good faith for a proper purpose and prior notification of its use has been given to the State Division of Human Rights.

17.E. Cooperation with State Division of Human Rights

The Union and the Corporation, in accordance with the provisions and intent of the State Constitution and the State's laws against discrimination, will cooperate fully with the State Division of Human Rights and comply with its requests and recommendations for effectuating the State's policy against discrimination.

17.F. Conduct by the Union and Corporation Representatives

The Union and the Corporation will be ever mindful of the democratic heritage of the State which abhors any discrimination on the basis of race, color, creed, national origin, sex, age, religion, marital status, pregnancy, sexual preference, disability, veteran's status, and will take all necessary steps to effectuate the provisions and intent of this Article.

17.G. No Discrimination

The Union agrees to continue to admit all employees to membership and to represent all employees without regard to race, creed, color, national origin, age, sex, religion, marital status, pregnancy, sexual preference, disability, veteran's status.

The Canal Corporation agrees to continue its established policy against all forms of illegal discrimination with regard to race, creed, color, national origin, sex, age, religion, marital status, pregnancy, sexual preference, disability, veteran's status.

17.H. Compliance With Legislative Action

The Canal Corporation is authorized to take any and all actions necessary to comply with The Americans With Disabilities Act and/or The Family And Medical Leave Act.

ARTICLE 18 Labor/Management Meetings

The Canal Corporation agrees to meet with representatives of the Public Employees Federation at mutually agreed upon times and locations to discuss matters of mutual interest.

ARTICLE 19 Statutory Limitations

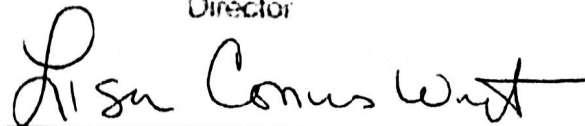
It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

To the extent that this Agreement conflicts with any Corporation practice, procedure, directive or policy, the provisions of this Agreement will be controlling.

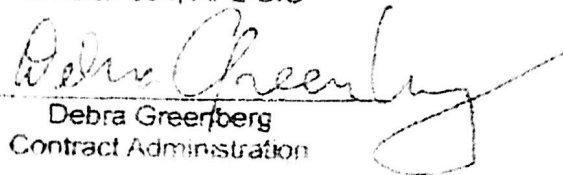
The parties further agree that any portion of this Agreement which conflicts or comes into conflict with a statutory or other obligation of the Corporation will be invalid, but all other portions will remain in effect.


For the New York State Canal Corporation

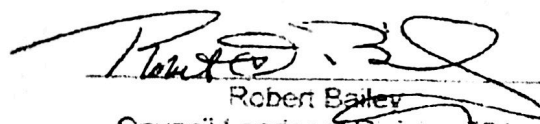

Brian Stratton
Director


Lisa Conners Wright
Manager, Administrative Services

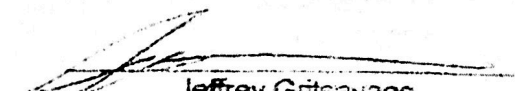
For the Public Employees Federation
Division 504, AFL-CIO

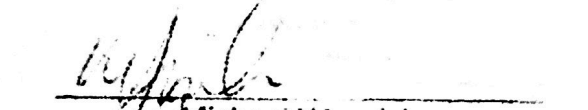

Debra Greenberg
Contract Administration


Caitlin Janiszewski
Field Representative


Robert Bailey
Council Leader of Division 504
Member, Negotiating Team


Janet DeOrdio
Member, Negotiating Team


Jeffrey Gritsavage
Member, Negotiating Team


Michael Wozniak
Assistant Council Leader of Division 504
Member, Negotiating Team

APPENDIX A

The FOLLOWING MEMORANDUM OF UNDERSTANDING IS NOT PART OF THIS AGREEMENT AND IS APPENDED FOR INFORMATION PURPOSES ONLY.

JUNE 29, 1995

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE NEW YORK STATE CANAL CORPORATION
AND
THE PUBLIC EMPLOYEES FEDERATION
CONCERNING
OVERTIME FOR GRADE 24 PROFESSIONAL
ENGINEERS AND ARCHITECTS

Although the parties recognize that Professional Engineers and Registered Architects have a professional responsibility to work a moderate amount of time beyond the work day and to be treated as "professionals", the parties also recognize that work planned for extended periods may not be entirely accounted for in a Grade 24 Professional Engineer's/Architect's basic salary. Accordingly, the parties agree that Grade 24 Professional Engineers/Architects will be eligible for overtime pay for overtime assigned by the appropriate supervisor under the following circumstances:

1. On week days, Monday through Friday, overtime required to be worked beyond one hour will be compensated with overtime pay in one-half hour units. For example, a Grade 24 Engineer works one and one-half hours overtime on a Tuesday, that Engineer will receive one-half hour of overtime pay. If, for example, a Grade 24 Architect works one hour or less overtime on a Thursday, that Architect will not receive overtime.
2. If the total amount of overtime required to be worked by a Grade 24 Engineer or Architect during a Thursday through Wednesday (exclusive of Saturday and Sunday) work week exceeds seven and one-half hours, then the Engineer or Architect will receive overtime pay for all overtime worked during that work week.
3. Grade 24 Engineers/Architects will receive overtime pay for all time worked on Saturdays and Sundays.
4. Grade 24 Engineers/Architects will not receive overtime pay for time spent:
 - a. traveling or in travel status,
 - b. attending conferences, seminars or training sessions.

5. Overtime compensation is paid for full one-half hour work units only. Overtime which is less than the one-half hour minimum work unit cannot be combined with overtime worked at any other time to produce a compensable period of overtime.
6. This policy is not intended to authorize a change to an eight and one-half hour day on a continuing basis.
7. This Agreement shall remain in effect until such time as the parties agree to amend it.

APPENDIX B

NYS CANAL CORPORATION/ PUBLIC EMPLOYEES FEDERATION, DIVISION 504, AFL-CIO (PEF) UNIT V ARTICLE 14 GRIEVANCE FORM

(All grievances, decisions and appeals must be served personally or by certified mail, return receipt requested.)

TO BE COMPLETED BY GRIEVANT OR REPRESENTATIVE:

Name: _____ Title: _____

Section or Department: _____

Work Location: _____ Supervisor: _____

Type of Grievance:

☐

Contract Grievance

Provision of Canal/PEF Agreement alleged to have been violated:

Article _____ Subsection _____

☐

Non-Contract Grievance (May be appealed only through Step Two)

STEP 1

NOTE: Step 1 grievance must be submitted not more than ninety (90) days after the date of the occurrence or cause of such grievance.

Date of Occurrence: _____

Statement of Facts: (Use additional sheets if required)

Remedy Sought:

Date Submitted: _____ Aggrieved Employee: _____

Aggrieved Employee Signature: _____

CHECK TO MAKE SURE ALL REQUIRED INFORMATION HAS BEEN PROVIDED AND GIVE THIS FORM TO YOUR
DIVISION CANAL ENGINEER OR DEPARTMENT HEAD.

STEP 1 - DISCUSSION

Date Grievance Received: _____

Date of Discussion: _____

Division Canal Engineer/Department Head

NOTE: Division Canal Engineer or Department Head or designated representative shall discuss the grievance with the employee and/or PEF representative and every effort shall be made by both parties to settle the issue within ten (10) working days following the Step 1 discussion.

STEP 2 – APPEAL

NOTE: The Union Representative may progress the grievance to Step 2 within fifteen (15) working days of the Step 1 discussion, or within ninety (90) days of the incident being grieved, whichever is later, in writing, to the Director of Human Resources.

The result of the discussion at Step 1 of the grievance described above is unsatisfactory.

Reasons for disagreement with Step 1 discussion:

Date Submitted: _____

Union Representative: _____ Union Representative Signature: _____

STEP 2 - DECISION

Date Received: _____ Case Number: _____

Date Decision Issued: _____ Reviewer: _____

NOTE: The Director of Human Resources or designated representative shall issue a written decision following receipt of the Step 2 Appeal.

STEP 3 – REQUEST FOR ARBITRATION

NOTE: If no satisfactory settlement can be agreed upon at Step 2, either the Corporation or the Union may, within 21 working days, request arbitration of the grievance. The parties shall refer the matter to the American Arbitration Association for resolution pursuant to American Arbitration Association procedures and rules.

MAIL COMPLETED FORM TO: Case Administrator
American Arbitration Association
120 Broadway, 21st Floor
New York, NY 10271

The decision or award of the arbitrator shall be final and binding upon the Corporation, the Union and the grievant(s) to the extent permitted by and in accordance with appropriate law and this Agreement. The arbitrator shall not have the authority to amend or modify this Agreement or establish new terms or conditions under this Agreement.

The arbitrator may not fashion an award that would be effective more than 90 days prior to the filing of the grievance. The expense for the arbitration will be shared equally by the Corporation and the Union.

Name: _____ Title: _____

Date Submitted: _____ Signature: _____

APPENDIX C

NYS CANAL CORPORATION/ PUBLIC EMPLOYEES FEDERATION, DIVISION 504, AFL-CIO (PEF) UNIT V ARTICLE 15 DISCIPLINARY GRIEVANCE FORM

READ ARTICLE 15 IN ITS ENTIRETY BEFORE COMPLETING THIS FORM

Instructions to Employee: Unit V employees must use this form to file a disciplinary grievance pursuant to Article 15 of the Agreement between the NYS Canal Corporation and the Public Employees Federation for Unit V. Employees must be advised that they have a right to be represented or to decline such representation and be given a reasonable period of time to obtain representation (either PEF or an attorney of the employee's choice) in proceedings brought under Article 15 and before executing any settlement of a disciplinary grievance.

PLEASE PRINT OR TYPE

Employee's Name: _____ Date: _____
Last First M.I.

Employee's Work Location: _____

Employee's Home Address: _____
Street City State Zip Code

Employee's Representative: ☐ PEF _____
☐ Attorney _____

☐ I wish to grieve the Notice of Discipline issued to me on _____ pursuant to Article 15.

Date of occurrence: _____

Remarks: (Employee should use this space to support grievance.)

Remedy Sought:

Aggrieved Employee's Signature

Instructions to Employee: Per Article 15.E.4 of the Canals/PEF Unit V Agreement, this grievance form must be filed¹ with the Director of Human Resources within fourteen (14) calendar days of the employee being served² the Notice of Discipline, for the grievance to be considered.

MAIL THE COMPLETED FORM TO:

Director of Human Resources
New York State Canal Corporation
30 South Pearl Street, 5th Floor
Albany, New York 12207

Date of Receipt by Office of Human Resources³: _____ By: _____
Canal HR Representative

¹ FILED is defined under Article 15.G.3 of the Canal/PEF Unit V Agreement.

² SERVED is defined under Article 15.G.2 of the Canal/PEF Unit V Agreement.

³ DATE OF RECEIPT is defined under Article 15.H of the Canal/PEF Unit V Agreement.