

AGREEMENT BETWEEN

NEW YORK STATE

CANAL CORPORATION

AND

PUBLIC EMPLOYEES FEDERATION

DIVISION 504, AFL-CIO



NEGOTIATING UNIT V

July 1, 2022 – June 30, 2027

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

Agreement made as of the 17th day of April, 2023 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:

Administrative Specialist 1
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
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
Information Technology Specialist 3
Land Surveyor
Mapping Technologist 2
Navigation Manager
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, 2022 to JUNE 30, 2027.

The parties agree the negotiations for a new Agreement will commence prior to JULY 1, 2027 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 homeowner's 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 New York 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 the 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 bi-weekly 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 ensure 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, 2022, employees, subject to Article 8.A.8 below, shall receive a 3.0% general salary increase, payable as soon as practicable.

8.A.2. Retroactive to the payroll period that includes July 1, 2023, employees shall receive a 3.0% general salary increase, payable as soon as practicable.

8.A.3. Effective in the payroll period that includes July 1, 2024, employees shall receive a 3.0% general salary increase.

8.A.4. Effective in the payroll period that includes July 1, 2025, employees shall receive a 3.0% general salary increase.

8.A.5. Effective in the payroll periods that includes July 1, 2026, employees shall receive a 3.0% general salary increase.

8.A.6 Effective as soon as practicable after ratification and NYPA Board approval, a \$1000 lump sum payment (not added to base) will be provided to all active employees. 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.7. The general salary increases will be applied to the salary schedules, including longevities.

8.A.8. Retroactivity

Employees who are promoted to another bargaining unit prior to the date of NYPA Board approval of this Agreement will be eligible for any retroactive monies due to 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 NYPA Board approval 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.

Employees who retire before April 17, 2023, are not eligible for the general salary increase effective July 1, 2022.

8.B. Promotional Payments

8.B.1. Employees promoted from within the Corporation or from State service shall be paid at the hiring rate of the higher grade or will receive a percentage increase in base pay determined as indicated below, whichever results in a higher salary. For the purposes of this section:

For a promotion of	An increase of
1 grade	3%
2 grades	4.5%
3 grades	6.0%
4 grades	7.5%
5 grades or more	9%

8.B.2 Employees placement on salary steps

If the employee's salary following a transfer or promotion is off-step of the Salary Schedule, the employee shall advance to the next highest step on the Salary Schedule effective on the following July 1st, and thereafter advance in accordance with that schedule.

Effective in the first payroll period beginning after ratification of this Agreement by the union and approval by the NYPA Board, any employee with a salary that is off-step from the then-current Salary Schedule shall advance to the next-highest step on that Salary Schedule and thereafter advance in accordance with the schedule.

8.B.3. The annual period for determination of satisfactory service shall commence as of July 1 of each year.

8.C. Computation of Daily Rate of Pay

The Corporation will compute the daily rate of pay by dividing the bi-weekly gross pay by ten.

8.D. 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.E. Salary of State Employees Upon Transfer

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, shall advance to the next highest step on the Salary Schedule effective on the following July 1st, and thereafter advance in accordance with that schedule.

8.F. Annual Operations Stipend

Employees in the Canal Electrical Supervisor, Floating Plant Supervisor, Navigation Manager, and Canal Maintenance Supervisor positions will receive a \$120 bi-weekly Operations Stipend for any pay period in which they are in active pay status. This provision will be effective upon contract approval by the NYPA Board.

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.

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.G. Water Management Stipend and Exclusion from 11.A.4.

Regional Water Management Engineers assigned to water management duties will receive a \$300 bi-weekly Water Management Stipend for any pay period in which

they are in active pay status. The regional water management engineering duties performed on a day other than a regularly scheduled workday (e.g., weekends and holidays) is treated as scheduled overtime, is subject to a two-hour minimum guarantee at the employee's overtime rate of pay, and not subject to Paragraph 11.A.4.

Employees under this provision are those identified by the Corporation with the primary responsibilities as follows:

- Day-to-day water management activities in the applicable Region, including monitoring water levels in the canal and at reservoirs under the Corporation's jurisdiction.
- Monitors regional weather conditions and communicates timely adjustments of water management activities to Canal section staff.
- Hydrology/hydraulics and field work related to water management for the NYS Canal system as necessary to assist in resolving unexpected field conditions.

This provision will be effective upon contract approval by the NYPA Board.

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 Human Resources. 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 Human Resources 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 Manager of Administrative Services and the Canal Corporation's General Counsel. The Manager 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.

8.I. Salary Schedules

New York State Canal Corporation											
Unit V Salary Schedule											
Effective the Pay Period that Includes 07/01/2022											
3%											
Grade	Hiring Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	First (1) Longevity	Second (2) Longevity	Third (3) Longevity	
11	\$42,043	\$45,824	\$49,463	\$51,722	\$53,987	\$56,244	\$58,363	\$60,765	\$63,026	\$65,287	
12	\$44,401	\$48,288	\$52,091	\$54,468	\$56,840	\$59,210	\$61,432	\$63,953	\$66,326	\$68,698	
13	\$46,986	\$51,046	\$55,045	\$57,549	\$60,048	\$62,552	\$64,893	\$67,552	\$70,051	\$72,549	
14	\$49,684	\$53,924	\$58,103	\$60,723	\$63,343	\$65,960	\$68,411	\$71,198	\$73,815	\$76,428	
15	\$52,496	\$56,930	\$61,304	\$64,042	\$66,780	\$69,525	\$72,088	\$75,006	\$77,746	\$80,486	
16	\$55,441	\$60,040	\$64,626	\$67,508	\$70,395	\$73,279	\$75,975	\$79,044	\$81,929	\$84,813	
17	\$58,552	\$63,376	\$68,186	\$71,211	\$74,233	\$77,257	\$80,086	\$83,302	\$86,332	\$89,354	
18	\$61,871	\$66,915	\$71,963	\$75,149	\$78,330	\$81,510	\$84,487	\$87,880	\$91,057	\$94,244	
19	\$65,223	\$70,489	\$75,773	\$79,110	\$82,450	\$85,789	\$88,909	\$92,462	\$95,800	\$99,136	
20	\$68,563	\$74,053	\$79,580	\$83,078	\$86,574	\$90,070	\$93,332	\$97,063	\$100,558	\$104,055	
21	\$72,197	\$77,934	\$83,708	\$87,368	\$91,031	\$94,688	\$98,104	\$102,003	\$105,660	\$109,322	
22	\$76,079	\$82,052	\$88,095	\$91,930	\$95,762	\$99,595	\$103,174	\$107,260	\$111,093	\$114,927	
23	\$80,103	\$86,312	\$92,630	\$96,643	\$100,653	\$104,661	\$108,410	\$112,687	\$116,701	\$120,709	
24	\$84,369	\$90,830	\$97,411	\$101,598	\$105,782	\$109,968	\$113,877	\$118,339	\$122,527	\$126,712	
25	\$89,025	\$95,759	\$102,646	\$107,030	\$111,416	\$115,801	\$119,889	\$124,569	\$128,954	\$133,340	
26	\$93,714	\$100,747	\$107,937	\$112,520	\$117,103	\$121,688	\$125,958	\$130,851	\$135,438	\$140,015	
27	\$98,785	\$106,074	\$113,566	\$118,348	\$123,132	\$127,918	\$132,371	\$137,479	\$142,265	\$147,047	
<p>(1) 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.</p> <p>(2) 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.</p> <p>(3) 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.</p>											

New York State Canal Corporation

Unit V Salary Schedule

Effective the Pay Period that Includes 07/01/2023

3%										
Grade	Hiring Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	First (1) Longevity	Second (2) Longevity	Third (3) Longevity
11	\$43,304	\$47,199	\$50,947	\$53,274	\$55,607	\$57,931	\$60,114	\$62,588	\$64,917	\$67,246
12	\$45,733	\$49,737	\$53,654	\$56,102	\$58,545	\$60,986	\$63,275	\$65,872	\$68,316	\$70,759
13	\$48,396	\$52,577	\$56,696	\$59,275	\$61,849	\$64,429	\$66,840	\$69,579	\$72,153	\$74,725
14	\$51,175	\$55,542	\$59,846	\$62,545	\$65,243	\$67,939	\$70,463	\$73,334	\$76,029	\$78,721
15	\$54,071	\$58,638	\$63,143	\$65,963	\$68,783	\$71,611	\$74,251	\$77,256	\$80,078	\$82,901
16	\$57,104	\$61,841	\$66,565	\$69,533	\$72,507	\$75,477	\$78,254	\$81,415	\$84,387	\$87,357
17	\$60,309	\$65,277	\$70,232	\$73,347	\$76,460	\$79,575	\$82,489	\$85,801	\$88,922	\$92,035
18	\$63,727	\$68,922	\$74,122	\$77,403	\$80,680	\$83,955	\$87,022	\$90,516	\$93,789	\$97,071
19	\$67,180	\$72,604	\$78,046	\$81,483	\$84,924	\$88,363	\$91,576	\$95,236	\$98,674	\$102,110
20	\$70,620	\$76,275	\$81,967	\$85,570	\$89,171	\$92,772	\$96,132	\$99,975	\$103,575	\$107,177
21	\$74,363	\$80,272	\$86,219	\$89,989	\$93,762	\$97,529	\$101,047	\$105,063	\$108,830	\$112,602
22	\$78,361	\$84,514	\$90,738	\$94,688	\$98,635	\$102,583	\$106,269	\$110,478	\$114,426	\$118,375
23	\$82,506	\$88,901	\$95,409	\$99,542	\$103,673	\$107,801	\$111,662	\$116,068	\$120,202	\$124,330
24	\$86,900	\$93,555	\$100,333	\$104,646	\$108,955	\$113,267	\$117,293	\$121,889	\$126,203	\$130,513
25	\$91,696	\$98,632	\$105,725	\$110,241	\$114,758	\$119,275	\$123,486	\$128,306	\$132,823	\$137,340
26	\$96,525	\$103,769	\$111,175	\$115,896	\$120,616	\$125,339	\$129,737	\$134,777	\$139,501	\$144,215
27	\$101,749	\$109,256	\$116,973	\$121,898	\$126,826	\$131,756	\$136,342	\$141,603	\$146,533	\$151,458

- (1) 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.
- (2) 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.
- (3) 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 07/01/2024

3%											
	Hiring								First (1)	Second (2)	Third (3)
Grade	Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6		Longevity	Longevity	Longevity
11	\$44,603	\$48,615	\$52,475	\$54,872	\$57,275	\$59,669	\$61,917		\$64,466	\$66,865	\$69,263
12	\$47,105	\$51,229	\$55,264	\$57,785	\$60,301	\$62,816	\$65,173		\$67,848	\$70,365	\$72,882
13	\$49,848	\$54,154	\$58,397	\$61,053	\$63,704	\$66,362	\$68,845		\$71,666	\$74,318	\$76,967
14	\$52,710	\$57,208	\$61,641	\$64,421	\$67,200	\$69,977	\$72,577		\$75,534	\$78,310	\$81,083
15	\$55,693	\$60,397	\$65,037	\$67,942	\$70,846	\$73,759	\$76,479		\$79,574	\$82,480	\$85,388
16	\$58,817	\$63,696	\$68,562	\$71,619	\$74,682	\$77,741	\$80,602		\$83,857	\$86,919	\$89,978
17	\$62,118	\$67,235	\$72,339	\$75,547	\$78,754	\$81,962	\$84,964		\$88,375	\$91,590	\$94,796
18	\$65,639	\$70,990	\$76,346	\$79,725	\$83,100	\$86,474	\$89,633		\$93,231	\$96,603	\$99,983
19	\$69,195	\$74,782	\$80,387	\$83,927	\$87,472	\$91,014	\$94,323		\$98,093	\$101,634	\$105,173
20	\$72,739	\$78,563	\$84,426	\$88,137	\$91,846	\$95,555	\$99,016		\$102,974	\$106,682	\$110,392
21	\$76,594	\$82,680	\$88,806	\$92,689	\$96,575	\$100,455	\$104,078		\$108,215	\$112,095	\$115,980
22	\$80,712	\$87,049	\$93,460	\$97,529	\$101,594	\$105,660	\$109,457		\$113,792	\$117,859	\$121,926
23	\$84,981	\$91,568	\$98,271	\$102,528	\$106,783	\$111,035	\$115,012		\$119,550	\$123,808	\$128,060
24	\$89,507	\$96,362	\$103,343	\$107,785	\$112,224	\$116,665	\$120,812		\$125,546	\$129,989	\$134,428
25	\$94,447	\$101,591	\$108,897	\$113,548	\$118,201	\$122,853	\$127,191		\$132,155	\$136,808	\$141,460
26	\$99,421	\$106,882	\$114,510	\$119,373	\$124,234	\$129,099	\$133,629		\$138,820	\$143,686	\$148,541
27	\$104,801	\$112,534	\$120,482	\$125,555	\$130,631	\$135,709	\$140,432		\$145,851	\$150,929	\$156,002

(1) 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.

(2) 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.

(3) 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 07/01/2025

3%										
Grade	Hiring Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	First (1) Longevity	Second (2) Longevity	Third (3) Longevity
11	\$45,941	\$50,073	\$54,049	\$56,518	\$58,993	\$61,459	\$63,775	\$66,400	\$68,871	\$71,341
12	\$48,518	\$52,766	\$56,922	\$59,519	\$62,110	\$64,700	\$67,128	\$69,883	\$72,476	\$75,068
13	\$51,343	\$55,779	\$60,149	\$62,885	\$65,615	\$68,353	\$70,910	\$73,816	\$76,548	\$79,276
14	\$54,291	\$58,924	\$63,490	\$66,354	\$69,216	\$72,076	\$74,754	\$77,800	\$80,659	\$83,515
15	\$57,364	\$62,209	\$66,988	\$69,980	\$72,971	\$75,972	\$78,773	\$81,961	\$84,954	\$87,950
16	\$60,582	\$65,607	\$70,619	\$73,768	\$76,922	\$80,073	\$83,020	\$86,373	\$89,527	\$92,677
17	\$63,982	\$69,252	\$74,509	\$77,813	\$81,117	\$84,421	\$87,513	\$91,026	\$94,338	\$97,640
18	\$67,608	\$73,120	\$78,636	\$82,117	\$85,593	\$89,068	\$92,322	\$96,028	\$99,501	\$102,982
19	\$71,271	\$77,025	\$82,799	\$86,445	\$90,096	\$93,744	\$97,153	\$101,036	\$104,683	\$108,328
20	\$74,921	\$80,920	\$86,959	\$90,781	\$94,601	\$98,422	\$101,986	\$106,063	\$109,882	\$113,704
21	\$78,892	\$85,160	\$91,470	\$95,470	\$99,472	\$103,469	\$107,200	\$111,461	\$115,458	\$119,459
22	\$83,133	\$89,660	\$96,264	\$100,455	\$104,642	\$108,830	\$112,741	\$117,206	\$121,395	\$125,584
23	\$87,530	\$94,315	\$101,219	\$105,604	\$109,986	\$114,366	\$118,462	\$123,137	\$127,522	\$131,902
24	\$92,192	\$99,253	\$106,443	\$111,019	\$115,591	\$120,165	\$124,436	\$129,312	\$133,889	\$138,461
25	\$97,280	\$104,639	\$112,164	\$116,954	\$121,747	\$126,539	\$131,007	\$136,120	\$140,912	\$145,704
26	\$102,404	\$110,088	\$117,945	\$122,954	\$127,961	\$132,972	\$137,638	\$142,985	\$147,997	\$152,997
27	\$107,945	\$115,910	\$124,096	\$129,322	\$134,550	\$139,780	\$144,645	\$150,227	\$155,457	\$160,682

(1) 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.

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(3) 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 07/01/2026										
3%										
Grade	Hiring Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	First (1) Longevity	Second (2) Longevity	Third (3) Longevity
11	\$47,319	\$51,575	\$55,670	\$58,214	\$60,763	\$63,303	\$65,688	\$68,392	\$70,937	\$73,481
12	\$49,974	\$54,349	\$58,630	\$61,305	\$63,973	\$66,641	\$69,142	\$71,979	\$74,650	\$77,320
13	\$52,883	\$57,452	\$61,953	\$64,772	\$67,583	\$70,404	\$73,037	\$76,030	\$78,844	\$81,654
14	\$55,920	\$60,692	\$65,395	\$68,345	\$71,292	\$74,238	\$76,997	\$80,134	\$83,079	\$86,020
15	\$59,085	\$64,075	\$68,998	\$72,079	\$75,160	\$78,251	\$81,136	\$84,420	\$87,503	\$90,589
16	\$62,399	\$67,575	\$72,738	\$75,981	\$79,230	\$82,475	\$85,511	\$88,964	\$92,213	\$95,457
17	\$65,901	\$71,330	\$76,744	\$80,147	\$83,551	\$86,954	\$90,138	\$93,757	\$97,168	\$100,569
18	\$69,636	\$75,314	\$80,995	\$84,581	\$88,161	\$91,740	\$95,092	\$98,909	\$102,486	\$106,071
19	\$73,409	\$79,336	\$85,283	\$89,038	\$92,799	\$96,556	\$100,068	\$104,067	\$107,823	\$111,578
20	\$77,169	\$83,348	\$89,568	\$93,504	\$97,439	\$101,375	\$105,046	\$109,245	\$113,178	\$117,115
21	\$81,259	\$87,715	\$94,214	\$98,334	\$102,456	\$106,573	\$110,416	\$114,805	\$118,922	\$123,043
22	\$85,627	\$92,350	\$99,152	\$103,469	\$107,781	\$112,095	\$116,123	\$120,722	\$125,037	\$129,352
23	\$90,156	\$97,144	\$104,256	\$108,772	\$113,286	\$117,797	\$122,016	\$126,831	\$131,348	\$135,859
24	\$94,958	\$102,231	\$109,636	\$114,350	\$119,059	\$123,770	\$128,169	\$133,191	\$137,906	\$142,615
25	\$100,198	\$107,778	\$115,529	\$120,463	\$125,399	\$130,335	\$134,937	\$140,204	\$145,139	\$150,075
26	\$105,476	\$113,391	\$121,483	\$126,643	\$131,800	\$136,961	\$141,767	\$147,275	\$152,437	\$157,587
27	\$111,183	\$119,387	\$127,819	\$133,202	\$138,587	\$143,973	\$148,984	\$154,734	\$160,121	\$165,502

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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

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

9.E.2.a. The retiree will pay 6% of the cost of the individual premium and 25% of the additional cost of the dependent premium.

9.F. Filing for Retirement

In addition to following the NYS Retirement System requirements of retirement, employees must also inform the Director of Canal Human Resources, in writing of their intent to retire and the start date of their retirement. This written notice must be provided to the Director of Canal Human Resources at least 10 business days prior to their retirement date.

**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. 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. 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 shall be as follows with the Corporation paying the balance:

Individual / Dependent Health Insurance Premium Contribution Rates

	Hired before August 7 th , 2018	Hired on or after August 7 th , 2018
July 1, 2022	10% / 25%	16% / 31%
January 1, 2025	12% / 27%	16% / 31%
January 1, 2026	16% / 31%	16% / 31%

10.A.4. The Pre-Tax Contribution Program (PTCP) for employee Health Insurance costs will be continued for Corporation employees.

10.A.5. 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 Corporation. Effective January 2024 or as soon thereafter as administratively feasible, the dental insurance provided by the Corporation shall be converted to a plan that is equivalent to the 2023 Delta dental plan for NYPA salaried employees, subject to network and plan design changes implemented by the insurance carrier.

10.A.6. The Corporation will pay 100% of the cost of employees' enrollment in a Vision Care program administered by the Corporation, for Unit employees on the date of this Agreement for both individual and dependent coverage.

10.A.7. 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. The payment will be prorated in their bi-weekly pay checks.

Employees choosing this option must demonstrate to the Corporation's satisfaction that they are otherwise insured. 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.8. Domestic Partnership coverage will be available in accordance with NYSHIP eligibility criteria.

10.A.9. 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 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 6 days = \$1,200	2 days = \$600 4 days = \$1,200
Administration	Deducted from bi-weekly paycheck	
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.C. Titles at Salary Grade 24 will be eligible for overtime at the aforementioned overtime rate of pay, upon approval by their Program Manager or designee, when they are working on designated holidays, Saturdays, Sundays and beyond their normal workday, including Statewide initiatives. They will not receive overtime pay for time spent in travel status for attending conferences, seminars or training sessions outside their regular work schedule.

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. The annual carry over time will be limited to 60 hours on June 30th of each year. 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 \$12.00 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 13 Holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Lincoln's Birthday	Election Day
President's Day	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Juneteenth	

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

12.A.2. Floating Holidays: The Corporation, at its option, may designate up to 4 floating holidays in each calendar year (January-December) in lieu of 4 of the holidays set forth in this Article (12.A.1). The Corporation's designation of the floating holidays shall be announced in December for the upcoming calendar year. Two (2) floating holidays will be allocated in January and two (2) floating holidays in July each year for the employee to use within one year of allocation, and may be used after they are allocated, including prior to the actual date of the holiday. 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

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 bi-weekly 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 bi-weekly pay period until such employee has completed 7 years of continuous service. An employee will not earn vacation credit for any bi-weekly 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 bi-weekly 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 bi-weekly 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 bi-weekly 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 bi-weekly 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 bi-weekly 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, plus an

additional ten days (total of 25) for family illness; 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 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 PMA Companies 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. 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. A statewide network of evaluating physicians will be selected by PMA Companies, 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 PMA Companies 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 PMA Companies 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.

12.M Paid Parental Leave

Effective January 1, 2024, Paid Parental Leave will become available to any gestational, non-gestational, adoptive, or foster parent who meets certain eligibility criteria for PEF Canal Corporation Employees.

12.M.1 Eligibility

All full time PEF employees with at least one (1) year of service with the Corporation are eligible for this benefit.

12.M.2 Use of Paid Parental Leave

- Employees may take Paid Parental Leave with pay for up to four (4) weeks for each qualifying event (defined as the birth of a child or placement of a child for adoption or foster care), within four (4) months of the qualifying event and no more than once in any 12-month period.
- If a qualifying event occurred before January 1, 2024, an employee may use Paid Parental Leave, however, the employee's use of Paid Parental Leave must end within four (4) months of the qualifying event.
- Paid Parental Leave will run concurrent with any available FMLA leave and otherwise may be used in combination with all other paid and unpaid childcare leave benefits. The usage of accruals cannot run concurrently with Paid Parental Leave and may be taken at the appropriate time in addition to Paid Parental Leave. If both parents are employed by the Canal Corporation, both parents may use Paid Parental Leave up to a combined maximum of four (4) weeks.
- Paid Parental Leave cannot be used intermittently and must be taken in a block of time. Employees do not have to take the full four (4) weeks, but once they return from Paid Parental Leave, they can no longer use this leave. They may still be eligible for a second four (4) week block, in a twelve-month period, if they experience a second qualifying event.

12.M.3 Status of Employees on Paid Parental Leave

- For attendance and leave purposes, while using Paid Parental Leave, employees do not earn bi-weekly leave accruals or observe holidays. Any personal leave, vacation bonus, sick leave bonus or any other annually granted leave, will be granted upon return from Paid Parental Leave, if it would otherwise have been granted during the leave.
- Time on Paid Parental Leave does not count as service for earning additional eligibility for sick leave at half-pay.
- While using Paid Parental Leave, employees continue to be covered by their existing insurance benefits. Employees continue to have health insurance premiums, retirement contributions, and other payroll deductions withheld from their paycheck.
- Employees using Paid Parental Leave continue to receive retirement service credit for days while on leave as it is considered full pay status for this purpose.
- Paid Parental Leave may not be used to extend employment beyond the point it would otherwise end by operation of law, rule, or regulation.

ARTICLE 13
Employee Benefits

13.A. Health and Safety

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

13.A.2. Safety Glasses: The Canal Corporation will provide non-prescription clear and tinted safety glasses to employees through its stock rooms. Such glasses will be replaced as needed.

13.A.3 Prescription Safety Glasses: The Canal Corporation will provide, to employees who have not previously received such prescription safety glasses and whose positions require that they wear prescription safety glasses, one pair of prescription safety glasses (including tinted lenses when such lenses are prescribed).

The Canal Corporation further agrees to replace, upon request of the employee, prescription safety glasses when replacement is made necessary by wear or damage on the job or in the case of a change in prescription.

13.A.4 Safety Footwear Permanent Employees: The Canal Corporation will reimburse permanent employees who have not previously received approved safety footwear (in accord with Canal Corporation policy), including as a Canal CSEA employee or non-represented Canal employee, and whose positions require that they wear such safety footwear, as follows:

13.A.4.a - New Canal Employee or Transfer from another State Agency

- Up to two hundred dollars (\$200) for each of two pairs of approved safety footwear upon hire into a PEF represented title.

13.A.4.b - Current Canal Employee who is promoted or transferred into a PEF represented title who has never previously received approved safety footwear from the Canal Corporation and now is required to wear safety footwear.

- Up to two hundred dollars (\$200) for each of two pairs of approved safety footwear upon hire into a PEF represented title.

In addition to the above, the Canal Corporation further agrees to replace approved safety footwear, upon request of the employee, when replacement is made necessary by wear or damage on the job as verified by the employee's supervisor.

13.A.4.c - Current Canal Employee who is promoted or transferred into a

PEF represented title who has previously received approved safety footwear from the Canal Corporation.

- Replacement of approved safety footwear upon request of the employee when replacement is made necessary by wear or damage on the job as verified by the employee's supervisor.

13.A.5 - Seasonal/Temporary Employees in a PEF represented title: The Canal Corporation will reimburse PEF Seasonal/Temporary employees whose positions require that they wear such safety footwear, as follows:

- Upon being hired, up to two hundred dollars (\$200) for one pair of approved safety footwear (in accord with Canal Corporation Policy).

The Canal Corporation further agrees to replace approved safety footwear, upon request of the employee, when replacement is made necessary by wear or damage on the job as verified by the employee's supervisor.

13.A.6 – Reimbursement Protocol: To receive reimbursement, under the provisions of 13.A.4 and 13.A.5, eligible employees must: be in active work status and purchase the safety footwear; complete a Request for Reimbursement for Purchase of Safety Footwear; and submit the completed Request for Reimbursement to their supervisor.

13.A.7. Use of Equipment: Those employees who are provided and/or reimbursed for Safety Glasses, Prescription Safety Glasses and/or Safety Footwear, shall make full appropriate use thereof.

13.A.8. The Canal Corporation agrees to maintain accessible First Aid supplies and equipment in each of the Headquarters Buildings.

13.A.9. 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. In addition, the Corporation will post all exam announcement and job openings electronically.

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

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

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

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

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

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

13.D.4. Tuition assistance payment will be made upon receipt of proof of a passing grade. Non-graded courses must be satisfactorily completed, and proof must be provided. Tuition assistance will not be paid if the course is not successfully completed, or the employee resigns or is terminated from Corporation employment due to disciplinary reasons before completing the course.

13.D.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 Human Resources, 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 Manager of Administrative Services or Manager of Administrative Services' 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.D.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.E. 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 Administrative 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 Employee 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.F. 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.G. 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.H. 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.I. Transfer Policy

The Corporation will establish a transfer policy which provides for:

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

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

13.I.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.J. Personal History Folders

Concerning Personal History Folders:

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

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

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

13.K. 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.L. 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.M. 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.N. Employee Assistance Program

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

13.O. 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.P. Definition of Seniority

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

13.Q. 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.R. Professional Licenses

The Corporation will reimburse the cost for licensure and registration fees (first and renewal) to maintain Professional License registration required by an employee to perform their job. The Corporation will commit to becoming a TRB (Transportation Research Board) Global Affiliate organization or comparable service, as the exclusive resource provided by the Corporation to enable completion of continuing education courses required to maintain their Professional License. Courses are expected to be completed

during non-working time and any use of working time or expensive reimbursement requires prior supervisory approval.

13.S – Remote Work

The Corporation, after consulting with the Union, has developed Remote Work Guidelines, dated October 3, 2022 (the “Guidelines”), that set forth the general procedures and requirements for remote work by Corporation employees. Any material changes to these Guidelines will be reviewed with the Union prior to their implementation for bargaining unit employees. If the Corporation rescinds the Guidelines, it will meet with the Union to address remote work issues for the bargaining unit employees.

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 30 calendar 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 Regional Canal Engineer, Department Head or designee involved. Every effort should be made by both parties to settle the issue.

If no settlement is reached with the Regional Canal 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 30 calendar 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 30 calendar 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 1.

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 as Appendix A.

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 75.1(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 75.1(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 Region 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 Regional 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 Head or Regional Canal Engineer, or a designee. The meeting shall include an informal presentation by the Department Head or Regional 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 Regional Canal Engineer, or a designee, should render a written response at the close of such meeting. When the Department Head or Regional 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 Regional Canal 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 Regional Canal 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 15.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 B.

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.

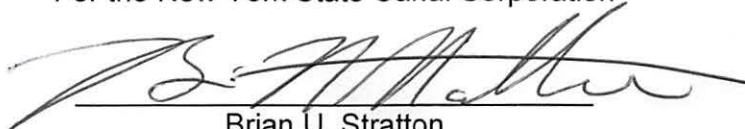
ARTICLE 19
Statutory Limitations

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.

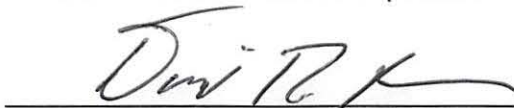
To the extent that this Agreement conflicts with any Corporation practice, procedure, directive or policy, the provisions of this Agreement will be controlling.

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.

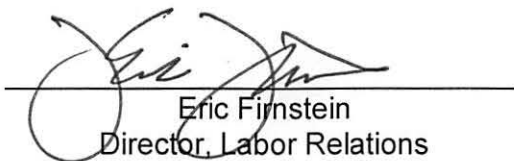
For the New York State Canal Corporation



Brian U. Stratton
Director
New York State Canal Corporation



David R. Mellen, P.E.
Regional Manager CANALS
New York Power Authority



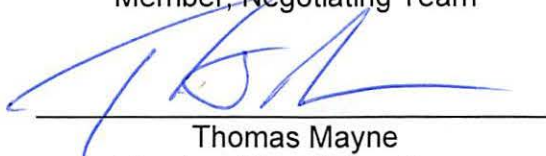
Eric Finstein
Director, Labor Relations
New York Power Authority



Caitlin Janiszewski
Chief Negotiator



Jeff Gritsavage
Council Leader of Division 504
Member, Negotiating Team



Thomas Mayne
Member, Negotiating Team



Nicholas Bottisti
Member, Negotiating Team



Darren McGuirk
Member, Negotiating Team

APPENDIX A

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 (30) 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 REGIONAL CANAL ENGINEER OR DEPARTMENT HEAD.

STEP 1 - DISCUSSION

Date Grievance Received: _____

Date of Discussion: _____

Regional Canal Engineer/Department Head

NOTE: Regional 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 thirty (30) 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 B

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.