

— ARTICLE 11 —  
**ACCIDENTAL DEATH BENEFIT**

11.1 In the event an employee dies subsequent to the effective date of this Agreement as the result of an accidental on-the-job injury and a death benefit is paid pursuant to the Workers' Compensation Law, the State shall pay a death benefit in the amount of \$50,000 to the employee's surviving spouse and children to whom the Workers' Compensation Accidental Death Benefit is paid and in the same proportion as the Workers' Compensation Accidental Death Benefit is paid, however, in the event that the Workers' Compensation Accidental Death Benefit is paid to the deceased employee's estate, the State shall pay this death benefit to the employee's estate.

11.2 Children of an employee who received an Accidental Death Benefit paid by the State under the terms of Section 11.1 above, and who thereafter enroll in and attend any college or other unit of the State University of New York, or an accredited private college or university within New York State, shall receive from the State a payment equal to the amount of the tuition cost (up to a maximum of the cost of tuition for the corresponding semester at the State University) for each semester they are enrolled and in attendance at such college or other unit.

— ARTICLE 12 —  
**ATTENDANCE AND LEAVE**

12.1 Holiday Observance

(a) An employee who is entitled to time off with pay on days observed as holidays by the State as an employer shall be granted compensatory time off when any such holiday falls on a Saturday, provided, however, that employees scheduled or directed to work on any such Saturday may receive additional compensation in lieu of such compensatory time off in accordance with Section 7.14 of this Agreement. The State may designate a day to be observed as a holiday in lieu of such holiday which falls on Saturday.

(b) The following holidays will be observed by all employees within this unit eligible to observe holidays unless otherwise specified by mutual agreement between the parties:

- |                          |                            |
|--------------------------|----------------------------|
| 1. New Year's Day        | 8. Veterans' Day           |
| 2. Lincoln's Birthday    | 9. Thanksgiving Day        |
| 3. Washington's Birthday | 10. Christmas Day          |
| 4. Memorial Day          | 11. Election Day           |
| 5. Independence Day      | 12. Martin Luther King Day |
| 6. Labor Day             | 13. Juneteenth             |
| 7. Columbus Day          |                            |

(c) When December 25 and January 1 fall on Sundays and are observed as State holidays on the following Mondays, employees whose work schedule includes December 25 and/or January 1 shall observe the holiday on those dates, or if required to work, may receive additional compensation or compensatory time off in accordance with Section 7.14 of this Agreement. In such event, for these employees, December 26 and January 2 will not be considered holidays.

(d) The State, at its option, may designate up to two floating holidays in each contract year (April-March) in lieu of two of the holidays set forth in Article 12.1(b), such that employees shall have the opportunity to select, on an individual basis, the dates upon which such floating holidays will be observed by them, consistent with the reasonable operating needs of the State. The State's designation of the holidays to be floated shall be announced in April of the contract year. Employees shall be credited with up to 7½ or 8 hours of floating holiday leave credits as appropriate. If an employee's basic work week changes from 37½ hours to 40 hours, or 40 to 37½ hours, any floating holiday leave credit balance will be adjusted to reflect the new workweek. Floating holiday leave credits may be used in such units of time as the appointing authority may approve, but the appointing authority shall not require that floating holiday leave credits be used in units greater than one-quarter hour. This provision shall not supersede any local arrangements which provide for liquidation in smaller units of time.

12.2 Determination of Holiday Shifts

For purposes of determining the holiday shift when the work shift spans two (2) calendar days, the holiday shift shall be that shift which begins 11:00 p.m. or later on the day before the holiday. A shift which begins 11:00 p.m. or later on the holiday itself shall not be considered to be the holiday for purposes of this Article.

12.3 Holiday Accrual

Compensatory time off in lieu of holidays earned after the effective date of this Agreement shall be recorded in a leave category to be known as Holiday Leave.

12.4 Vacation Credit Accumulation

(a) Effective April 1, 1995, annual leave shall be credited in accordance with the New York State Attendance Rules.

(b) Vacation credits may be accumulated up to 40 days; provided, however, that in the event of death, retirement or separation from service, an employee compensated in cash for the accrued and unused accumulation may only be so compensated for a maximum of 30 days.

(c) An employee's vacation credit accumulation may exceed the maximum, provided, however, that the employee's balance of vacation credits may not exceed 40 days on April 1 of any year.