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ARTICLE 1
PARTIES TO AGREEMENT

1.1. Notice of Agreement

1.1.1. Notice of Agreement: This Agreement is made by and between the New York State Canal Corporation, hereinafter referred to as the "Employer" and/or the "Corporation", and The Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, hereinafter referred to as "CSEA" and/or the "Union".

ARTICLE 2
MANAGEMENT RIGHTS

2.1. Management Rights

2.1.1. Management Rights: Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the Corporation, including, but not limited to, the rights, in accordance with its sole and exclusive judgment and discretion: to determine the number of employees to be employed; to hire employees, determine their qualifications and assign and direct their work; to promote, demote, transfer, lay off, and recall to work; to set the standards of productivity, the products to be produced, and/or the services to be rendered; to determine the amount and forms of compensation for employees; to maintain the efficiency of operations; to determine the personnel, methods, means and facilities by which operations are conducted; to set the starting and quitting time and number of hours and shifts to be worked; to close down, or relocate the Corporation's operations or any part thereof; to expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation, or service; to control and regulate the use of machinery, facilities, equipment, and other property of the Corporation; to introduce new or improved research, production, service, distribution, and maintenance methods, materials, machinery, and equipment; to determine the number, location and operation of departments, divisions, and all other units of the Corporation; to reprimand, suspend, discharge, or otherwise discipline employees; to issue, amend and revise policies, rules, regulations, and practices; and to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the Corporation and to direct the Corporation's employees. The Corporation's failure to exercise any right, prerogative, or function hereby reserved to it, or the Corporation's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Corporation's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE 3
UNION RIGHTS

3.1. Recognition

3.1.1. Recognition Clause: The Employer hereby recognizes CSEA as the exclusive collective bargaining representative with respect to all terms and conditions of employment for employees identified in Section 3.2.1.

3.1.2. Other Employee Organizations: The Employer shall not negotiate or meet with any other employee organization or employee group with reference to any terms or conditions of employment of employees identified in Section 3.2.1.

3.2. Definition of Bargaining Unit

3.2.1. Inclusion: The bargaining unit shall consist of all employees employed by the New York State Canal Corporation in the following titles:

Canal Helper
Canal Maintenance Shop Supervisor 1
Canal Maintenance Supervisor 1
Canal Structure Operator
Chief Lock Operator
Construction Equipment Operator
Construction Equipment Operator Heavy
Crane & Shovel Operator
Deck Hand Supervisor
Derrick Boat Captain
Dredge Captain
Dredge Crane Operator
Dredge Operator
Facility Operations Assistant 1
Highway Equipment Operator
Maintenance Assistant
Maintenance Assistant Marine
Marine Engineer
Marine Helper
Motorized Scow Operator
Office Assistant 1
Office Assistant 1 (Keyboarding)
Office Assistant 1 (Stores/Mail)
Office Assistant 2
Office Assistant 2 (Stores/Mail)
Program Aide
Secretary 1
Service & Repair Assistant (Motor Equipment)
Service & Repair Mechanic (Motor Equipment)
Steel Fabricator
Tender Captain
Trades Generalist
Trades Specialist (Carpenter)
Trades Specialist (Electrician)
Trades Specialist (Machinist)
Trades Specialist (Mason & Plasterer)
Trades Specialist (Plumber & Steamfitter)
Trades Specialist (Welder)
Transportation Office Assistant 2
Tug Captain

3.2.2. Unit Clarification: Should the Employer establish a new position with duties or responsibilities similar to a position in the bargaining unit, such position shall be included in the bargaining unit. In the event there is a dispute as to whether a new or substantially altered position is encompassed within the scope of the existing bargaining unit, either party may submit the matter to the New York State Public Employment Relations Board. The decision of the Board shall be final and binding. The position shall be placed in the unit designated by the Employer pending resolution of the dispute.

3.2.3. Definition of Employee: The word "employee" shall mean an employee in a position serving in the bargaining unit and where so specified shall include seasonal and temporary employees who have been appointed for a period exceeding 90 days.

3.3. Union Membership

3.3.1. Membership List: The Employer shall provide the CSEA Deputy Director assigned to the Canal Corporation with the names, addresses, titles and Employee Identification numbers of all employees in the bargaining unit and shall indicate which employees are not members of the Union. The list shall be mailed to the Union on a quarterly basis.

3.4. Dues, and Other Payroll Deductions

3.4.1. Union Dues: No later than 30 days upon receipt of a membership and dues deduction authorization form, the Employer shall deduct membership dues from the wages of the employee on a bi-weekly basis and remit the sum to the Civil Service Employees Association, Inc., P.O. Box 7125, Capitol Station, Albany, New York 12224. The Union will notify the Employer of the amount to be deducted.

3.4.2. CSEA-sponsored Insurance Plans: The Employer shall deduct any CSEA-sponsored insurance premium payment from the wages of an employee who has authorized such deductions on a bi-weekly basis and remit the sum to the Civil Service Employees Association, Inc., P.O. Box 7125, Capitol Station, Albany, New York 12224. The Union will notify the Employer of the amount to be deducted.

3.4.3. Voluntary Payroll Deductions: Upon written authorization from an employee to the Corporation, the Employer shall make the following payroll deductions from the employee's paycheck: credit union and/or bank deposits or payments, savings bonds, deferred compensation plan, court ordered payments, SEFA, Public Employees Organized to Promote Legislative Equality (P.E.O.P.L.E.) or other authorized deductions.

3.4.4. Direct Deposit: The Corporation will offer to employees the opportunity to participate in a Direct Deposit Program as follows:

1. 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).
2. Employees may elect to have funds deposited to multiple qualifying financial institutions.

3.4.5. College Savings Plan: The Corporation will offer to employees the opportunity to participate in the New York College Savings Plan.

3.4.6. Flexible Spending Account Program: The Corporation will offer to employees the opportunity to participate in the Flexible Spending Account Program.

3.5. Leave for Union Activities

3.5.1. Leave for Union Activities: The Corporation, through the Office of Employee Relations, will grant reasonable and appropriate release time to Corporation employees to prepare for and to participate in CSEA 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 release time.

3.6. Leave for Union Conferences

3.6.1. Leave for Union Conferences: Local Presidents or their designees shall be entitled to release time, without loss of pay or leave accruals, to attend conferences and conventions of CSEA or AFSCME. Such leave shall not exceed 35 work days, in the aggregate, in any one calendar year.

3.7. Union Bulletin Boards

3.7.1. Union Bulletin Boards: The Employer shall furnish a bulletin board for the use of the Union in each Section and Sub-section Office, Lock, Tug, Dredge and Bridge.

3.8. Employer Publications

3.8.1. Employer Publications: The Employer shall provide up to five Local Presidents designated by CSEA and the CSEA Deputy Director assigned to the Corporation the final version of any directive, bulletin or instruction published by the Employer for the information and/or compliance of employees.

3.9. Use of Facilities

3.9.1. Use of Facilities: Upon request, the Union shall be permitted to use Corporation meeting rooms, provided a room is available. The Employer shall not unreasonably deny such a request.

3.10. Access by Corporation Employees to CSEA Representatives

3.10.1. Access to Employees: The Corporation will grant employees in this Negotiating Unit reasonable access during working hours to CSEA representatives to discuss grievances and for such representatives to explain CSEA membership services and programs. Any such arrangements must insure that such access be with the permission of the appropriate supervisor, consistent with the safe and efficient conduct of Corporation operations and not interfere with work duties or work performance.

ARTICLE 4 EMPLOYEE RIGHTS

4.1. Employee Categories

4.1.1. Regular: A Regular Employee shall be defined as a permanent employee who is regularly scheduled to work a minimum of 20 hours per week in an operational title or 18.75 hours per week in an administrative title.

4.1.2. Seasonal: A Seasonal employee shall be defined as an employee who is employed in a position which is not established on a continuous basis throughout the year.

4.1.3. Temporary: A Temporary employee shall be defined as an employee who is employed to work for a period of less than six months. All provisions set forth in this Agreement shall pertain to a temporary employee who is employed beyond six months, but not before.

4.2. Human Resources File

4.2.1. Employee Access: An employee shall be entitled to review and receive one copy per year of the contents of the employee's Human Resources file, except letters of reference. Additional copies may be obtained at the cost of \$.25 per page. An employee shall be entitled to review the contents of the employee's Human Resources file, except letters of reference, by appointment.

An employee will be provided with a copy of adverse material placed in the employee's Human Resources file. In addition, employees shall have the opportunity to have a written rebuttal attached to all adverse materials in the Human Resources file.

4.2.2. Union Access: With the written consent of the employee, the Employer shall permit a Union-designated representative to review and receive a copy of the contents of an employee's Human Resources file, except letters of reference.

4.3. Seniority

4.3.1. Service Seniority: Where applicable, service seniority for an employee hired before April 2, 1995 shall be determined by the length of service, in the aggregate, with the State of New York and the Corporation. However, service seniority for an employee hired on or after April 2, 1995 shall be determined by the length of continuous service with the New York State Canal Corporation. Breaks in service of less than one year shall not be deemed to be an interruption in continuous service.

4.3.2. Same Date of Hire: Where applicable, when two or more employees have the same service seniority, individual seniority shall be determined by totaling the last four digits of each employee's Social Security number. The employee with the highest total number shall be deemed the senior employee. In the event of the tie, the employee with the highest next number, or highest subsequent number if necessary, shall be deemed the senior employee.

4.3.3. Seniority Lists: Each July, the Corporation will provide the CSEA Deputy Director assigned to the Corporation and the CSEA Local Presidents with the names, titles, service and promotional seniority dates for all employees grouped by work location, section, and division.

4.4. Lay-off Procedure

4.4.1. Sequence (Non-Competitive or Labor Classes Only): In the event of a reduction in the work force in a title within the bargaining unit in the non-competitive or labor class, the employee within the affected title with the least service seniority shall be the first laid off.

4.4.2. Bumping Rights (Non-Competitive Only): An employee in the non-competitive class who is laid off shall be entitled to displace (bump) the least senior employee in a lower graded title in the non-competitive or labor class within the bargaining unit, provided the employee has more classified service seniority than the employee being bumped and the employee is deemed qualified by the Employer. In turn, the employee who is bumped shall be entitled to displace the least senior employee in a lower graded title in the non-competitive or labor class within the bargaining unit, provided the employee has more classified service seniority than the employee being bumped and is deemed qualified by the Employer. This process shall be followed until the last employee who is eligible to bump another employee has had the opportunity to do so.

4.4.3. Notice of Layoff: The Employer shall provide a permanent employee who is to be laid off pursuant to this section with written notice of the layoff at least thirty calendar days prior to the effective date of the layoff. If not, the Employer shall pay the employee the equivalent of one day's pay at the employee's daily rate of pay for each day short of thirty days' notice.

4.5. Recall Procedure

4.5.1. Recall to Same Title (Non-Competitive or Labor Classes Only): Before an appointment is made in the title where a layoff occurred, the Employer shall first recall the employee who was within the affected title with the most classified service seniority. This process shall be followed until each laid off employee who was within the affected title has been recalled. An individual will have recall rights for a period of four years from the date of layoff.

4.5.2. Notice of Recall to Same Title (Non-Competitive or Labor Classes Only): The Employer shall notify individuals on the recall list of the opening by means of certified mail sent to the individual's last known address. If the recalled individual does not accept the offer within 14 calendar days of receipt, either in person or in writing, the individual shall be removed from the recall list.

4.5.3. Recall to a Different Title: Before an appointment is made to a position in the non-competitive class within the bargaining unit at or below the salary grade from which the individual was laid off, the Employer first shall offer the position to the laid off individual with the most classified service seniority on the recall list provided the individual is deemed qualified by the Employer for the position and no other employee has bidding rights for the position in accordance with Article 8 below. This process shall be followed until each laid off employee has been recalled. An individual will have recall rights for a period of four years from the date of layoff.

4.5.4. Notice of Recall to a Different Title: The Employer shall notify individuals on the recall list of the opening by means of certified mail sent to the individual's last known address. If the individual does not accept the offer within 14 calendar days of receipt, either in person or in writing, the individual shall be removed from the recall list. If the individual is appointed to a lower graded position, the employee shall remain on the recall list for higher graded positions.

4.5.5. Change of Address: A laid off employee must notify the Employer of any change of address or telephone number.

ARTICLE 5 DUE PROCESS PROCEDURES

5.1. Grievance Procedure

5.1.1. Definition: For the purpose of this Agreement, a grievance shall mean a claimed violation, misinterpretation or inequitable application of a specific provision of this Agreement.

5.1.2. Informal Grievance Complaint: An aggrieved employee shall be entitled to present an informal grievance, in writing or verbally, to the employee's immediate supervisor. Any such settlement shall be without prejudice or precedent. Every effort should be made by both parties to settle the issue at this time. In any event, the supervisor should respond to the grievance within five calendar days of the grievance being presented.

5.1.3. Step One - Formal Grievance Complaint: The Union shall be entitled to file a formal grievance on behalf of an aggrieved employee(s). The grievance must be submitted, in writing, to the appropriate Division Canal Engineer or Program Manager within 21 calendar days from the occurrence of the grievance, or when the Union or employee should have had knowledge of the occurrence. The complaint must specify the nature of the grievance, including the specific provision of this Agreement that was allegedly violated.

Within 14 calendar days after receiving the grievance, the Division Canal Engineer/Program Manager or their designee shall meet with the aggrieved employee(s) and a Union-designated representative if either party requests such a meeting. Within 21 calendar days after the meeting, the Division Canal Engineer or Program Manager shall issue a written response. If no meeting is held a written response will be issued within 21 calendar days of receipt of the Step One grievance. The Division Canal Engineer or Program Manager shall mail the response to the Local President and the Union-designated representative.

5.1.4. Step Two - Appeal: If the Union is not satisfied with the response to the grievance at Step One, the Union may submit the matter to the Corporation's Director of Employee Relations with additional information or clarification as necessary. The appeal must be submitted, in writing, within 14 calendar days from receiving the Step One response, or when the Step One response should have been received.

Within 30 calendar days after receiving the grievance, the Director of Employee Relations or a designee shall issue a written response. The Director of Employee Relations shall mail the response to the Local President and the CSEA Deputy Director assigned to the Corporation. Such response shall be final and binding unless the Union progresses the grievance to Step Three.

5.1.5. Step Three - Arbitration: If the Union is not satisfied with the response to the grievance at Step Two, the Union may initiate the arbitration procedure by providing the Corporation's Director of Employee Relations with a notice of intent to arbitrate. The notice must be submitted, in writing, within 15 work days from receiving the Step Two response, or when the Step Two response should have been received. Thereafter, the Union and employee may submit the matter to an arbitrator selected by the Employer from a previously agreed upon list. The date of the arbitration shall be determined within 30 calendar days of the date the matter was submitted for arbitration.

5.1.6. Arbitrator's Decision: All decisions rendered in the arbitration shall be final and binding upon all parties to the extent permitted by and in accordance with appropriate law and this Agreement, however, either party may appeal an arbitrator's decision to the courts within 30 working days of the decision. No arbitrator functioning under these procedures shall have any power to add to, amend, modify or delete any provisions of this Agreement.

5.1.7. Costs: The Employer and the Union shall each pay one-half of the arbitrator's fees and expenses and one-half of the cost of a stenographic record at Step Three.

5.2. Disciplinary Procedure

5.2.1. Notice of Rights: Prior to an interrogation, the Employer shall provide an employee who is to be questioned with a copy of these disciplinary procedures.

5.2.2. Representation: An employee shall be entitled to representation by the Union or by private counsel selected at his or her own expense at each step of the disciplinary procedure. Union representation may include both a grievance representative and the Local President or, where the Local President is absent from work, his or her designee, and a union staff representative; however, the absence of the two additional representatives shall not unreasonably delay an interrogation and/or the request to sign a statement made pursuant to this section.

5.2.3. Interrogation: The term "interrogation" shall be defined to mean the questioning of an employee who, at the time of such questioning appears to be a likely or potential target or subject for disciplinary action.

If an employee is improperly subjected to an interrogation in violation of the provisions of this subdivision, an arbitrator appointed pursuant to this Article shall have the authority to exclude information obtained thereby or other evidence derived solely through such interrogation. The Employer shall have the burden of proof to show that, upon the preponderance of the evidence, such evidence sought to be introduced was not derived solely by reason of such interrogation and was obtained independently from the statements or evidence so provided by the employee.

No employee shall be required to submit to an interrogation (1) if the information sought is for use against such employee in a disciplinary proceeding pursuant to this Article, or (2) after a notice of discipline has been served on such employee, or (3) after the employee's resignation has been requested pursuant to Article 5.2.5., unless such employee is notified in advance of the interrogation that he or she has the right to have Union representation, as defined in Article 5.2.2. or private counsel provided at his or her own expense present or to decline such representation and that, if such representation is requested, a reasonable period of time will be afforded for that purpose. If the employee requests representation and the Union or employee fails to provide such representation within a reasonable time, the interrogation may proceed. An arbitrator under this Article shall have the power to find that a delay in providing such representation may have been unreasonable.

5.2.4. Recording Devices/Transcripts: No recording devices or stenographic or other record shall be used during an interrogation unless the employee (1) is advised in advance that a transcript is being made, and (2) is offered the right to have Union representation, as defined in Article 5.2.2. or private counsel provided at his or her own expense present. Unless the employee declines such representation, he or she will be given a reasonable period of time to obtain representation. If the employee requests representation and the Union or employee fails to provide such representation within a reasonable time, the interrogation and taking of a record thereof may proceed. An arbitrator under this Article shall have the power to find that a delay in providing such representation may have been unreasonable. A copy of any stenographic record (verbatim transcript) and/or tape recording made pursuant to this provision shall be supplied to the employee.

5.2.5. Signed Statement: No employee shall be requested to sign any statement regarding his or her incompetency or misconduct unless the employee is offered the right to have Union representation, as defined in Article 5.2.2. or private counsel provided at his or her own expense present.

Unless the employee declines such representation he or she will be given a reasonable period of time to obtain such representation. If the employee requests representation and the Union or the employee fails to provide such representation within a reasonable time, the employee may be requested to sign such a statement. An arbitrator under this Article shall have the power to find that a delay in providing such representation may have been unreasonable. The statement shall be submitted to the employee within a reasonable time after the interrogation. A copy of the statement shall be supplied to the employee at the time the employee is requested to sign the statement. Prior to signing the statement, the employee may make such modifications or deletions in such statement that the employee deems necessary. Any statements or admissions signed by him or her without having been so supplied to him or her may not subsequently be used in any disciplinary proceeding.

5.2.6. Burden of Proof: In all disciplinary proceedings, the employee shall be presumed innocent until proven guilty and the burden of proof on all matters shall rest upon the Employer. Such 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.

5.2.7. Coercion/Intimidation: An employee shall not be coerced, intimidated or caused to suffer any reprisals, either directly or indirectly, that may adversely affect his or her hours, wages or working conditions as the result of the exercise of his or her rights under this Article.

5.2.8. Discipline for Misconduct or Incompetence: The employer shall not subject an employee who has completed the probationary period to any disciplinary action or penalty except for just cause.

An employee shall not be charged with misconduct or incompetence more than five years after the misconduct or incompetence was alleged to have occurred or more than five years after the Corporation first became aware of the misconduct or incompetence, whichever is later. Nothing in this section shall prevent the Corporation from making note of such alleged misconduct or incompetence in a subsequent disciplinary proceeding.

5.2.9. Notice of Discipline: The Employer shall provide an employee who is subject to disciplinary action with a written Notice of Discipline. Said notice must contain the charges and specifications upon which the disciplinary action is based, and the proposed penalty. An employee may be suspended without pay pending resolution of the disciplinary matter if the Employer determines that there is probable cause to believe that the employee's continued presence on the job represents a potential danger to persons or property or would severely interfere with operations. A copy of the notice shall be sent simultaneously to the appropriate Local President.

The proposed disciplinary penalty shall be implemented unless the matter is appealed pursuant to Section 5.2.10 of this Article or otherwise settled by the parties.

5.2.10. Appeal of Disciplinary Action: If the Union (or the employee) is not satisfied with the disciplinary action or penalty provided in the Notice of Discipline, the Union (or the employee) may submit the matter to an arbitrator selected by the Employer from a previously agreed upon list. The demand for arbitration must be filed within 14 calendar days of receiving the Notice of Discipline

5.2.11. Arbitrator's Decision: The Arbitrator shall make a recommendation to the Employer as to guilt or innocence and penalty. The Employer shall make the final and binding determination on the appeal.

5.2.12. Method of Service: The notice of discipline, meeting notices, responses, and demand for arbitration, must be sent by certified mail, return receipt requested.

5.2.13. Civil Service Rights: The procedure set forth above shall serve as the only method of resolving challenges to disciplinary action, hence, wholly replacing the statutory provisions set forth in Sections 75 and 76 of New York State Civil Service Law.

5.2.14. Written Reports and Records: Upon request, the Corporation will provide to the employee or the employee's representative copies of all written reports and records in the custody of the Corporation which may be introduced as evidence at a disciplinary arbitration. Additional relevant and necessary documents and records will be provided to the employee or the employee's representative upon a specific request and providing such material is available and does not need to be created or assembled. Where possible, such information will be provided within 14 calendar days of such request or as soon as possible prior to the hearing date when such request is made 14 days or less before the hearing date. Disputes regarding such requested material shall be resolved by the Arbitrator appointed to hear the case.

5.3. Seasonal Employee Termination

5.3.1. Seasonal Employee Termination: Prior to being terminated for misconduct or incompetence, seasonal employees who have been continuously employed for more than one season at the Corporation, will be issued a letter, with a copy to the CSEA Local President, stating the reason(s) for the proposed termination, and will be provided with the opportunity to meet with the Division Canal Engineer, to discuss the matter. The employee may request to be accompanied by a Union representative. Upon such request, a reasonable amount of time shall be provided for the employee to obtain Union representation. A final decision in the matter shall be issued in writing to the employee.

5.4. License Requirement

5.4.1. License Requirement: Employees whose job requires a driver license or other required license or credential shall be suspended without pay for any period during which the employee's driver license, other required licenses, or other required credential is suspended, revoked, expired or otherwise invalid. Such employee will also be subject to disciplinary action at the Corporation's sole discretion except that employees who within seven (7) days of their license being suspended, revoked, expired or otherwise invalidated inform their supervisor and regain the right to operate vehicles identical to those the employee could operate prior to the driver licenses being suspended, revoked, expired, or otherwise invalidated shall not be subject to disciplinary action solely for the first time they lose their driver license. The Corporation will issue a bulletin annually to all employees reminding them of their responsibility to maintain the appropriate licenses and credentials necessary for the performance of their duties.

5.5 Job Abandonment

Any employee absent from work without authorization for 14 consecutive calendar days shall be deemed to have resigned from his or her position if he or she has not provided a satisfactory explanation for such absence on or before the 15th calendar day following the commencement of such unauthorized absence. Prior to the conclusion of this 15-day period, the Corporation shall notify the employee and the CSEA Local President by certified mail, return receipt requested, that his or her absence is considered unauthorized and deemed to constitute a resignation from employment pursuant to Article 5.5.

Within 15 calendar days commencing from the 15th consecutive day of absence from work without

authorization, an employee may submit an explanation concerning his or her absence, to the Corporation. The burden of proof shall be upon the employee to establish that it was not possible for him or her to report to work or notify the Corporation of the reason for his or her absence. Corporation shall issue a short response within five calendar days after receipt of such explanation. Determinations made pursuant to this subsection shall not be arbitrable.

ARTICLE 6 HOURS OF WORKWEEK & WORKDAY

6.1. Workday/Workweek

6.1.1. Workday/Workweek: The normal workday for an employee in an administrative position shall be seven and one-half hours, exclusive of an unpaid meal period. The normal workday for an employee in an operational position shall be eight hours, exclusive of an unpaid meal period. The normal workweek shall be 37.5 or 40 hours, respectively, consisting of five consecutive workdays.

The Corporation may at its discretion assign Canal Structure Operators and Chief Lock Operators to work a schedule of four consecutive ten-hour work days in a work week in accordance with Article 6.2. Upon notification by the Corporation of a change to a four-day, ten-hour work week schedule, an employee may express a claim of hardship in writing to the Division Canal Engineer. The Division Canal Engineer shall respond in writing to the employee with a copy to the CSEA Local President within ten work days of receipt of the written request of a claim of hardship. Such employee may be exempted from the change in schedule at the sole discretion of the Corporation.

6.1.2. Flex Time/Alternative Work Schedule : An employee may be permitted to work flexible work hours or an alternative work schedule provided the employee has submitted a written request and received advanced written approval from the appropriate supervisor. The appropriate supervisor shall provide a written reason for the denial with a copy to the CSEA Local President within ten workdays of receipt of the employee's written request.

6.1.3. Pass Days: All pass days shall be consecutive, unless otherwise agreed to by the employee and the appropriate supervisor.

6.2. Schedule Changes

6.2.1. Change in Workday: The Employer shall establish the time of the beginning and ending of an employee's workday. Except due to extenuating circumstances, the Employer shall post any change in the time of the beginning and ending of an employee's workday at least thirty calendar days in advance of the effective date. After the effective date, the Employer may not assign nor require the employee to work different hours without the employee's consent or in an emergency or other extenuating circumstance.

6.2.2. Change in Workweek: The Employer shall establish an employee's days of work within a workweek. Except due to extenuating circumstances, the Employer shall post any change in the employee's workweek at least 30 calendar days in advance of the effective date. After the effective date, the Employer may not assign nor require the employee to work different days without the employee's consent, or in an emergency, or other extenuating circumstances.

6.3. Meal Period

6.3.1. Paid Meal Period: During the navigation season, an employee in a Chief Lock Operator or Canal Structure Operator position shall be entitled to a one-half hour paid meal period to be taken in the middle of the employee's workday. Such employee must remain at the work site during the meal period and be able to respond to a passage or an emergency.

Employees in the titles of Tug Captain, Tender Boat Captain or Marine Engineer will be entitled to a one-half hour paid meal period only during those periods a vessel is in transit and operational needs preclude taking a duty-free meal period. Such paid meal period will be subject to supervisory oversight and approval.

It is understood that in most cases, operational needs will not preclude a Tug Captain, Tender Boat Captain or Marine Engineer from taking a duty-free meal period. It is further understood that there is not necessarily a regular time for the duty-free meal period to be taken. However, an employee will not be required to take the meal period before 10:00 AM or after 2:00 PM.

6.3.2. Unpaid Meal Period: Except as set forth in Article 6.3.1, an employee in an operational position shall be entitled to a one-half hour unpaid, duty-free meal period to be taken in the middle of the employee's workday. An employee in an administrative position shall be entitled to a one-hour unpaid, duty-free meal period to be taken in the middle of the employee's workday.

6.3.3. Vessels in Transit: It is understood that Captains who are in transit retain full responsibility for their vessel.

6.4. Break Period

6.4.1. Break Period: An employee shall normally receive a fifteen minute paid, duty-free break period to be taken in the middle of the first half of the employee's workday and again during the middle of the second half of the employee's workday.

6.5. Distribution of Overtime

6.5.1. Voluntary Overtime List: The Employer shall maintain a list in each Canal Section or Floating Plant for each position indicating which employees are to be offered the opportunity to work overtime. The Employer shall provide the appropriate Local President with a copy of the bi-weekly overtime list including the number of overtime hours worked by each employee in the Canal Section or Floating Plant.

6.5.2. Assignment of Voluntary Overtime Opportunities: The Employer first shall offer any opportunity in a given position to work overtime to the employee whose name is at the top of the overtime list provided that the employee is qualified to perform the task. If the employee refuses or is unavailable, the employee's name shall be moved to the bottom of the list and the Employer shall offer the opportunity to the next employee whose name is on the list. This procedure shall continue until an employee accepts the overtime assignment. After an employee has worked an overtime assignment, the employee's name shall be moved to the bottom of the list.

6.5.3. Modification of Procedures: The procedure for the distribution of overtime may be reviewed by a Division Labor-Management Committee which shall have the authority to modify the procedure.

6.5.4. Errors in Assignment of Voluntary Overtime: In the event the Employer makes an error in the assignment of overtime, the Employer shall offer the affected employee the next overtime opportunity.

6.5.5. Removal from the Voluntary Overtime List: An employee who has repeatedly refused to accept overtime opportunities or has repeatedly been unavailable for overtime shall be removed from the overtime list for a period of six months. Before the Employer may remove an employee from the overtime list, the Employer shall review the matter with the appropriate Local President.

6.5.6. Required Overtime: Notwithstanding Article 6.5.5, the Employer retains the right to require an employee to work an overtime assignment.

Required overtime will be assigned to the least senior employee providing that such employee is qualified and such assignment meets the Employer's operation needs.

ARTICLE 7 EMPLOYEE EVALUATION

7.1. Employee Evaluation

7.1.1. Purpose: The purpose of employee evaluation shall be to annually evaluate employee performance. All evaluations shall be in writing on a standard evaluation form developed by the Employer. A copy shall be provided to the employee.

7.1.2. Deficiencies: Should deficiencies be recorded in the performance of the employee, the Employer shall provide the employee, in writing, with specific, reasonable recommendations for improvement.

7.1.3. Employee Reply: The Employer shall attach to the evaluation report any written reply made by the employee.

7.1.4. Unsatisfactory Rating Appeal Process: If the employee does not agree with an unsatisfactory rating, the employee may submit the matter to the Corporation's Director of Human Resources. The appeal must be submitted, in writing, no later than 14 calendar days from receiving the report.

As soon as practicable, the Director of Human Resources shall convene a meeting of the Standing Evaluation Appeals Board to review the evaluation and the employee's objections. The Appeals Board shall consist of the CSEA Deputy Director assigned to the Corporation and two representatives of the Employer. Members of the Board shall designate a chairperson.

Within seven days after the meeting, the Chairperson of the Evaluation Appeals Board shall issue a written response. The determination of the Board shall be final and binding. The Employer shall attach the response to the original evaluation report. The Employer shall mail the response to the employee, the appropriate Local President and the CSEA Deputy Director assigned to the Corporation.

ARTICLE 8
VACANCIES & PROMOTIONS

8.1. Appointments, Transfers, Reassignments, Promotions

8.1.1. Labor Class: Appointments to permanent Labor Class positions shall be made as follows:

Vacancies within a Canal Section shall be posted for 14 calendar days at that Canal Section and Floating Plant operating in that section prior to such appointments being made. Employees interested in such vacancies shall indicate such interest by signing their name to the posting.

Such appointments shall first be made from those individuals serving within the Canal Section and Floating Plant operating within the section who meet the required posted qualifications, the operating needs of the Corporation, have a good work record and have demonstrated that they have the ability to perform the duties of the position.

Continuous service with the Corporation shall be among the factors the Employer may consider in making such appointments of employees who have indicated interest in such positions as provided in this Section of this Article. All State service of employees who transferred to the Corporation on November 5, 1992, or who had contiguous seasonal service with the State and the Corporation, shall be deemed to be continuous Corporation service for the purpose of this Article.

8.1.2. Non-Competitive Class: Permanent vacancies within a Canal Section or Floating Plant operating within the section shall be posted within the Division in which the vacancy exists for 14 calendar days prior to a permanent appointment being made. Employees interested in such vacancies shall indicate such interest by signing their name to the posting.

Permanent appointments to positions allocated to a higher salary grade shall be made on the basis of continuous service with the Corporation first from among individuals serving within the Section/Floating Plant employees headquartered within the section and second from within the Division and third from among employee's serving in the Corporation who meet the required posted qualifications, sign the posting as provided in this Section, meet the operating needs of the Corporation, have a good work record and have demonstrated that they have the ability to perform the duties of the position. All State service of employees who transferred to the Corporation on November 5, 1992, or who had contiguous seasonal service with the State and Corporation, shall be deemed to be continuous Corporation service for the purpose of this Article.

8.1.3. Competitive Class: Appointments and promotions to competitive class positions shall be made in conformance with Civil Service Law, Rules and Regulations.

Announcements for Civil Service examinations shall be posted in each Canal Section/Floating Plant.

8.1.4. Transfers and Reassignments: Nothing contained in this Article shall diminish or alter the right of the Employer to direct transfers and reassignments of employees.

8.1.5. Notification to Employees: Employees interviewed for promotion, transfer or reassignment opportunities will be notified by the Canal Corporation if they are not selected.

8.2. Class Specifications and Duty Statements

8.2.1. Employee Access: The Employer shall update and maintain a complete set of class specifications and duty statements for each title and make a set available in Corporation Headquarters for employee review. The Employer shall provide an employee, upon request, with a copy of the class specification and duty statement for the employee's position.

8.2.2. Changes in Class Specifications or Duty Statements: When practicable, the Employer will provide to the Union copies of any new or revised tentative class specifications or duty statements for titles in the Unit for review and comment. The Union will provide its comments, if any, to the Employer within 45 calendar days after its receipt of such material. When practicable, the specifications and statements shall not be issued in final form during the 45 calendar day period in order to permit consideration of any comments submitted by the Union. In the event the Employer proposes to change a class specification or duty statement and such change involves duties which are not inherent to the duties of the position, the Employer shall meet with the Union before implementing the change to negotiate over the impact of the change on the terms and conditions of employment of the affected employees.

ARTICLE 9 COMPENSATION

9.1. Compensation

9.1.1. GENERAL SALARY INCREASES: The Salary Schedule wage rates shall be increased as follows effective on the below-listed dates. The corresponding Salary Schedules will be adjusted each year to reflect the increases.

7/1/15	2.00%
7/1/16	2.00%
7/1/17	2.00%

Upon Ratification \$1,000 lump sum (not added to base) on payroll 1/1/17 and 3/20/18

7/1/18	2.00%
7/1/19	2.00%
7/1/20	2.00%
7/1/21	2.00%

9.1.2. Advancement Through the Salary Schedule: Employees whose service is deemed satisfactory will advance through the salary schedule as follows:

1. From the Hiring Rate to Step 1 - after 1 year of service.
2. From Step 1 to Step 2 - after 1 year of service.
3. From Step 2 to Step 3 - after 1 year of service.
4. From Step 3 to Step 4 - after 1 year of service.
5. From Step 4 to Step 5 - after 1 year of service.
6. From Step 5 to Step 6 (Job Rate) – after 1 year of service.

Except for a leave of absence due to an occupational injury or disability as defined in the Workers' Compensation Law for a period up to 12 cumulative months, time spent on a leave of absence without pay shall not be credited as service for the purpose of advancement through the salary schedule.

9.1.3. Salary Schedules: The following salary schedules reflect the salary provisions in this Article:

NEW YORK STATE CANAL CORPORATION
 CSEA HOURLY SALARY SCHEDULE
 EFFECTIVE THE PAYROLL PERIOD THAT INCLUDES 07/01/12

0%

Salary Grade	Hiring Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	10.57	11.27	12.29	13.16	14.45	14.90	15.11
5	12.59	13.53	14.62	15.69	16.93	17.95	18.21
6	13.22	14.14	15.28	16.42	17.60	18.83	19.09
7	13.72	14.74	15.87	17.00	18.34	19.58	19.86
8	14.36	15.40	16.57	17.74	19.00	20.39	20.70
9	15.02	16.11	17.33	18.50	19.86	21.42	21.73
10	15.70	16.87	18.11	19.34	20.79	22.30	22.63
11	16.45	17.66	18.95	20.24	21.75	23.26	23.61
12	17.17	18.45	19.77	21.13	22.72	24.25	24.61
13	18.00	19.32	20.74	22.08	23.78	25.25	25.62
14	18.87	20.24	21.66	23.06	24.93	26.37	26.76
15	19.76	21.21	22.65	24.03	26.15	27.55	27.94
16	20.72	22.18	23.68	25.11	27.41	28.81	29.22
17	21.70	23.24	24.76	26.21	28.76	30.10	30.56

NEW YORK STATE CANAL CORPORATION
 CSEA ANNUAL SALARY SCHEDULE
 EFFECTIVE THE PAYROLL PERIOD THAT INCLUDES 07/01/12

0%

Salary Grade	Hiring Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
4	24,644	26,413	28,360	30,304	32,509	34,692	35,192
5	25,595	27,437	29,429	31,420	33,746	35,983	36,501
6	26,790	28,729	30,764	32,805	35,186	37,611	38,151
7	27,945	29,967	32,063	34,159	36,711	39,209	39,776
8	29,184	31,304	33,448	35,592	38,195	40,934	41,526
9	30,607	32,835	35,077	37,321	40,004	43,042	43,668
10	32,025	34,356	36,757	39,158	41,981	44,992	45,646
11	33,545	35,995	38,514	41,027	44,043	47,055	47,738
12	35,084	37,654	40,309	42,967	46,099	49,167	49,882
13	36,781	39,483	42,270	45,058	48,161	50,949	51,692
14	38,542	41,375	44,402	47,424	50,838	53,936	54,724
15	40,274	43,243	46,609	49,976	53,102	57,075	57,910

NEW YORK STATE CANAL CORPORATION
 CSEA HOURLY SALARY SCHEDULE
 EFFECTIVE THE PAYROLL PERIOD THAT INCLUDES 07/01/13

0%

Salary Grade	Hiring Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	10.57	11.27	12.29	13.16	14.45	14.90	15.11
5	12.59	13.53	14.62	15.69	16.93	17.95	18.21
6	13.22	14.14	15.28	16.42	17.60	18.83	19.09
7	13.72	14.74	15.87	17.00	18.34	19.58	19.86
8	14.36	15.40	16.57	17.74	19.00	20.39	20.70
9	15.02	16.11	17.33	18.50	19.86	21.42	21.73
10	15.70	16.87	18.11	19.34	20.79	22.30	22.63
11	16.45	17.66	18.95	20.24	21.75	23.26	23.61
12	17.17	18.45	19.77	21.13	22.72	24.25	24.61
13	18.00	19.32	20.74	22.08	23.78	25.25	25.62
14	18.87	20.24	21.66	23.06	24.93	26.37	26.76
15	19.76	21.21	22.65	24.03	26.15	27.55	27.94
16	20.72	22.18	23.68	25.11	27.41	28.81	29.22
17	21.70	23.24	24.76	26.21	28.76	30.10	30.56

NEW YORK STATE CANAL CORPORATION
 CSEA ANNUAL SALARY SCHEDULE
 EFFECTIVE THE PAYROLL PERIOD THAT INCLUDES 07/01/13

0%

Salary Grade	Hiring Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
4	24,644	26,413	28,360	30,304	32,509	34,692	35,192
5	25,595	27,437	29,429	31,420	33,746	35,983	36,501
6	26,790	28,729	30,764	32,805	35,186	37,611	38,151
7	27,945	29,967	32,063	34,159	36,711	39,209	39,776
8	29,184	31,304	33,448	35,592	38,195	40,934	41,526
9	30,607	32,835	35,077	37,321	40,004	43,042	43,668
10	32,025	34,356	36,757	39,158	41,981	44,992	45,646
11	33,545	35,995	38,514	41,027	44,043	47,055	47,738
12	35,084	37,654	40,309	42,967	46,099	49,167	49,882
13	36,781	39,483	42,270	45,058	48,161	50,949	51,692
14	38,542	41,375	44,402	47,424	50,838	53,936	54,724
15	40,274	43,243	46,609	49,976	53,102	57,075	57,910

NEW YORK STATE CANAL CORPORATION
 CSEA HOURLY SALARY SCHEDULE
 EFFECTIVE THE PAYROLL PERIOD THAT INCLUDES 07/01/14

0%

Salary Grade	Hiring Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	10.57	11.27	12.29	13.16	14.45	14.90	15.11
5	12.59	13.53	14.62	15.69	16.93	17.95	18.21
6	13.22	14.14	15.28	16.42	17.60	18.83	19.09
7	13.72	14.74	15.87	17.00	18.34	19.58	19.86
8	14.36	15.40	16.57	17.74	19.00	20.39	20.70
9	15.02	16.11	17.33	18.50	19.86	21.42	21.73
10	15.70	16.87	18.11	19.34	20.79	22.30	22.63
11	16.45	17.66	18.95	20.24	21.75	23.26	23.61
12	17.17	18.45	19.77	21.13	22.72	24.25	24.61
13	18.00	19.32	20.74	22.08	23.78	25.25	25.62
14	18.87	20.24	21.66	23.06	24.93	26.37	26.76
15	19.76	21.21	22.65	24.03	26.15	27.55	27.94
16	20.72	22.18	23.68	25.11	27.41	28.81	29.22
17	21.70	23.24	24.76	26.21	28.76	30.10	30.56

NEW YORK STATE CANAL CORPORATION
 CSEA ANNUAL SALARY SCHEDULE
 EFFECTIVE THE PAYROLL PERIOD THAT INCLUDES 07/01/14

0%

Salary Grade	Hiring Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
4	24,644	26,413	28,360	30,304	32,509	34,692	35,192
5	25,595	27,437	29,429	31,420	33,746	35,983	36,501
6	26,790	28,729	30,764	32,805	35,186	37,611	38,151
7	27,945	29,967	32,063	34,159	36,711	39,209	39,776
8	29,184	31,304	33,448	35,592	38,195	40,934	41,526
9	30,607	32,835	35,077	37,321	40,004	43,042	43,668
10	32,025	34,356	36,757	39,158	41,981	44,992	45,646
11	33,545	35,995	38,514	41,027	44,043	47,055	47,738
12	35,084	37,654	40,309	42,967	46,099	49,167	49,882
13	36,781	39,483	42,270	45,058	48,161	50,949	51,692
14	38,542	41,375	44,402	47,424	50,838	53,936	54,724
15	40,274	43,243	46,609	49,976	53,102	57,075	57,910

NEW YORK STATE CANAL CORPORATION
 CSEA HOURLY SALARY SCHEDULE
 EFFECTIVE THE PAYROLL PERIOD THAT INCLUDES 07/01/15

2%

Salary Grade	Hiring Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	10.78	11.50	12.54	13.42	14.74	15.20	15.41
5	12.84	13.80	14.91	16.00	17.27	18.31	18.57
6	13.48	14.42	15.59	16.75	17.95	19.21	19.47
7	13.99	15.03	16.19	17.34	18.71	19.97	20.26
8	14.65	15.71	16.90	18.09	19.38	20.80	21.11
9	15.32	16.43	17.68	18.87	20.26	21.85	22.16
10	16.01	17.21	18.47	19.73	21.21	22.75	23.08
11	16.78	18.01	19.33	20.64	22.19	23.73	24.08
12	17.51	18.82	20.17	21.55	23.17	24.74	25.10
13	18.36	19.71	21.15	22.52	24.26	25.76	26.13
14	19.25	20.64	22.09	23.52	25.43	26.90	27.30
15	20.16	21.63	23.10	24.51	26.67	28.10	28.50
16	21.13	22.62	24.15	25.61	27.96	29.39	29.80
17	22.13	23.70	25.26	26.73	29.34	30.70	31.17

NEW YORK STATE CANAL CORPORATION
 CSEA ANNUAL SALARY SCHEDULE
 EFFECTIVE THE PAYROLL PERIOD THAT INCLUDES 07/01/15

2%

Salary Grade	Hiring Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
4	25,137	26,941	28,927	30,910	33,159	35,386	35,896
5	26,107	27,986	30,018	32,048	34,421	36,703	37,231
6	27,326	29,304	31,379	33,461	35,890	38,363	38,914
7	28,504	30,566	32,704	34,842	37,445	39,993	40,572
8	29,768	31,930	34,117	36,304	38,959	41,753	42,357
9	31,219	33,492	35,779	38,067	40,804	43,903	44,541
10	32,666	35,043	37,492	39,941	42,821	45,892	46,559
11	34,216	36,715	39,284	41,848	44,924	47,996	48,693
12	35,786	38,407	41,115	43,826	47,021	50,150	50,880
13	37,517	40,273	43,115	45,959	49,124	51,968	52,726
14	39,313	42,203	45,290	48,372	51,855	55,015	55,818
15	41,079	44,108	47,541	50,976	54,164	58,217	59,068

NEW YORK STATE CANAL CORPORATION
 CSEA HOURLY SALARY SCHEDULE
 EFFECTIVE THE PAYROLL PERIOD THAT INCLUDES 07/01/16

2%

Salary Grade	Hiring Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	11.00	11.73	12.79	13.69	15.03	15.50	15.72
5	13.10	14.08	15.21	16.32	17.62	18.68	18.94
6	13.75	14.71	15.90	17.09	18.31	19.59	19.86
7	14.27	15.33	16.51	17.69	19.08	20.37	20.67
8	14.94	16.02	17.24	18.45	19.77	21.22	21.53
9	15.63	16.76	18.03	19.25	20.67	22.29	22.60
10	16.33	17.55	18.84	20.12	21.63	23.21	23.54
11	17.12	18.37	19.72	21.05	22.63	24.20	24.56
12	17.86	19.20	20.57	21.98	23.63	25.23	25.60
13	18.73	20.10	21.57	22.97	24.75	26.28	26.65
14	19.64	21.05	22.53	23.99	25.94	27.44	27.85
15	20.56	22.06	23.56	25.00	27.20	28.66	29.07
16	21.55	23.07	24.63	26.12	28.52	29.98	30.40
17	22.57	24.17	25.77	27.26	29.93	31.31	31.79

NEW YORK STATE CANAL CORPORATION
 CSEA ANNUAL SALARY SCHEDULE
 EFFECTIVE THE PAYROLL PERIOD THAT INCLUDES 07/01/16

2%

Salary Grade	Hiring Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
4	25,640	27,480	29,506	31,528	33,822	36,094	36,614
5	26,629	28,546	30,618	32,689	35,109	37,437	37,976
6	27,873	29,890	32,007	34,130	36,608	39,130	39,692
7	29,074	31,177	33,358	35,539	38,194	40,793	41,383
8	30,363	32,569	34,799	37,030	39,738	42,588	43,204
9	31,843	34,162	36,495	38,828	41,620	44,781	45,432
10	33,319	35,744	38,242	40,740	43,677	46,810	47,490
11	34,900	37,449	40,070	42,685	45,822	48,956	49,667
12	36,502	39,175	41,937	44,703	47,961	51,153	51,898
13	38,267	41,078	43,977	46,878	50,106	53,007	53,781
14	40,099	43,047	46,196	49,339	52,892	56,115	56,934
15	41,901	44,990	48,492	51,996	55,247	59,381	60,249

NEW YORK STATE CANAL CORPORATION
 CSEA HOURLY SALARY SCHEDULE
 EFFECTIVE THE PAYROLL PERIOD THAT INCLUDES 07/01/17

2%

Salary Grade	Hiring Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	11.22	11.96	13.05	13.96	15.33	15.81	16.03
5	13.36	14.36	15.51	16.65	17.97	19.05	19.32
6	14.03	15.00	16.22	17.43	18.68	19.98	20.26
7	14.56	15.64	16.84	18.04	19.46	20.78	21.08
8	15.24	16.34	17.58	18.82	20.17	21.64	21.96
9	15.94	17.10	18.39	19.64	21.08	22.74	23.05
10	16.66	17.90	19.22	20.52	22.06	23.67	24.01
11	17.46	18.74	20.11	21.47	23.08	24.68	25.05
12	18.22	19.58	20.98	22.42	24.10	25.73	26.11
13	19.10	20.50	22.00	23.43	25.25	26.81	27.18
14	20.03	21.47	22.98	24.47	26.46	27.99	28.41
15	20.97	22.50	24.03	25.50	27.74	29.23	29.65
16	21.98	23.53	25.12	26.64	29.09	30.58	31.01
17	23.02	24.65	26.29	27.81	30.53	31.94	32.43

NEW YORK STATE CANAL CORPORATION
 CSEA ANNUAL SALARY SCHEDULE
 EFFECTIVE THE PAYROLL PERIOD THAT INCLUDES 07/01/17

2%

Salary Grade	Hiring Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
4	26,153	28,030	30,096	32,159	34,498	36,816	37,346
5	27,162	29,117	31,230	33,343	35,811	38,186	38,736
6	28,430	30,488	32,647	34,813	37,340	39,913	40,486
7	29,655	31,801	34,025	36,250	38,958	41,609	42,211
8	30,970	33,220	35,495	37,771	40,533	43,440	44,068
9	32,480	34,845	37,225	39,605	42,452	45,677	46,341
10	33,985	36,459	39,007	41,555	44,551	47,746	48,440
11	35,598	38,198	40,871	43,539	46,738	49,935	50,660
12	37,232	39,959	42,776	45,597	48,920	52,176	52,936
13	39,032	41,900	44,857	47,816	51,108	54,067	54,857
14	40,901	43,908	47,120	50,326	53,950	57,237	58,073
15	42,739	45,890	49,462	53,036	56,352	60,569	61,454

NEW YORK STATE CANAL CORPORATION
 CSEA HOURLY SALARY SCHEDULE
 EFFECTIVE THE PAYROLL PERIOD THAT INCLUDES 07/01/18

2%

Salary Grade	Hiring Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	11.44	12.20	13.31	14.24	15.64	16.13	16.35
5	13.63	14.65	15.82	16.98	18.33	19.43	19.71
6	14.31	15.30	16.54	17.78	19.05	20.38	20.67
7	14.85	15.95	17.18	18.40	19.85	21.20	21.50
8	15.54	16.67	17.93	19.20	20.57	22.07	22.40
9	16.26	17.44	18.76	20.03	21.50	23.19	23.51
10	16.99	18.26	19.60	20.93	22.50	24.14	24.49
11	17.81	19.11	20.51	21.90	23.54	25.17	25.55.
12	18.58	19.97	21.40	22.87	24.58	26.24	26.63
13	19.48	20.91	22.44	23.90	25.67	27.35	27.72
14	20.43	21.90	23.44	24.96	26.99	28.55	28.98
15	21.39	22.95	24.51	26.01	28.29	29.81	30.24
16	22.42	24.00	25.62	27.17	29.67	31.19	31.63
17	23.48	25.14	26.82	28.37	31.14	32.58	33.08

NEW YORK STATE CANAL CORPORATION
 CSEA ANNUAL SALARY SCHEDULE
 EFFECTIVE THE PAYROLL PERIOD THAT INCLUDES 07/01/18

2%

Salary Grade	Hiring Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
4	26,676	28,591	30,698	32,802	35,188	37,552	38,093
5	27,705	29,699	31,855	34,010	36,527	38,950	39,511
6	28,999	31,098	33,300	35,509	38,087	40,711	41,296
7	30,248	32,437	34,706	36,975	39,737	42,441	43,055
8	31,589	33,884	36,205	38,526	41,344	44,309	44,949
9	33,130	35,542	37,970	40,397	43,301	46,591	47,268
10	34,665	37,188	39,787	42,386	45,442	48,701	49,409
11	36,310	38,962	41,688	44,410	47,673	50,934	51,673
12	37,977	40,758	43,632	46,509	49,898	53,220	53,995
13	39,813	42,738	45,754	48,772	52,130	55,148	55,954
14	41,719	44,786	48,062	51,333	55,029	58,382	59,234
15	43,594	46,808	50,451	54,097	57,479	61,780	62,683

NEW YORK STATE CANAL CORPORATION
 CSEA HOURLY SALARY SCHEDULE
 EFFECTIVE THE PAYROLL PERIOD THAT INCLUDES 07/01/19

2%

Salary Grade	Hiring Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	11.67	12.44	13.58	14.52	15.95	16.45	16.68
5	13.90	14.94	16.14	17.32	18.70	19.82	20.10
6	14.60	15.61	16.87	18.14	19.43	20.79	21.08
7	15.15	16.27	17.52	18.77	20.25	21.62	21.93
8	15.85	17.00	18.29	19.58	20.98	22.51	22.85
9	16.59	17.79	19.14	20.43	21.93	23.65	23.98
10	17.33	18.63	19.99	21.35	22.95	24.62	24.98
11	18.17	19.49	20.92	22.34	24.01	25.67	26.06
12	18.95	20.37	21.83	23.33	25.07	26.76	27.16
13	19.87	21.33	22.89	24.38	26.28	27.90	28.27
14	20.84	22.34	23.91	25.46	27.53	29.12	29.56
15	21.82	23.41	25.00	26.53	28.86	30.41	30.84
16	22.87	24.48	26.13	27.71	30.26	31.81	32.26
17	23.95	25.64	27.36	28.94	31.76	33.23	33.74

NEW YORK STATE CANAL CORPORATION
 CSEA ANNUAL SALARY SCHEDULE
 EFFECTIVE THE PAYROLL PERIOD THAT INCLUDES 07/01/19

2%

Salary Grade	Hiring Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
4	27,210	29,163	31,312	33,458	35,892	38,303	38,855
5	28,259	30,293	32,492	34,690	37,258	39,729	40,301
6	29,579	31,720	33,966	36,219	38,849	41,525	42,122
7	30,853	33,086	35,400	37,715	40,532	43,290	43,916
8	32,221	34,562	36,929	39,297	42,171	45,195	45,848
9	33,793	36,253	38,729	41,205	44,167	47,523	48,213
10	35,358	37,932	40,583	43,234	46,351	49,675	50,397
11	37,036	39,741	42,522	45,298	48,626	51,953	52,706
12	38,737	41,573	44,505	47,439	50,896	54,284	55,075
13	40,609	43,593	46,669	49,747	53,173	56,251	57,073
14	42,553	45,682	49,023	52,360	56,130	59,550	60,419
15	44,466	47,744	51,460	55,179	58,629	63,016	63,937

NEW YORK STATE CANAL CORPORATION
 CSEA HOURLY SALARY SCHEDULE
 EFFECTIVE THE PAYROLL PERIOD THAT INCLUDES 07/01/20

2%

Salary Grade	Hiring Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	11.90	12.69	13.85	14.81	16.27	16.78	17.01
5	14.18	15.24	16.46	17.67	19.07	20.22	20.50
6	14.89	15.92	17.21	18.50	19.82	21.21	21.50
7	15.45	16.60	17.87	19.15	20.66	22.05	22.37
8	16.17	17.34	18.66	19.97	21.40	22.96	23.31
9	16.92	18.15	19.52	20.84	22.37	24.12	24.46
10	17.68	19.00	20.39	21.78	23.41	25.11	25.48
11	18.53	19.88	21.34	22.79	24.49	26.18	26.58
12	19.33	20.78	22.27	23.80	25.57	27.30	27.70
13	20.27	21.76	23.35	24.87	26.81	28.46	28.84
14	21.26	22.79	24.39	25.97	28.08	29.70	30.15
15	22.26	23.88	25.50	27.06	29.44	31.02	31.46
16	23.33	24.97	26.65	28.26	30.87	32.45	32.91
17	24.43	26.15	27.91	29.52	32.40	33.89	34.41

NEW YORK STATE CANAL CORPORATION
 CSEA ANNUAL SALARY SCHEDULE
 EFFECTIVE THE PAYROLL PERIOD THAT INCLUDES 07/01/20

2%

Salary Grade	Hiring Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
4	27,754	29,746	31,938	34,127	36,610	39,069	39,632
5	28,824	30,899	33,142	35,384	38,003	40,524	41,107
6	30,171	32,354	34,645	36,943	39,626	42,356	42,964
7	31,470	33,748	36,108	38,469	41,343	44,156	44,794
8	32,865	35,253	37,668	40,083	43,014	46,099	46,765
9	34,469	36,978	39,504	42,029	45,050	48,473	49,177
10	36,065	38,691	41,395	44,099	47,278	50,669	51,405
11	37,777	40,536	43,372	46,204	49,599	52,992	53,760
12	39,512	42,404	45,395	48,388	51,914	55,370	56,177
13	41,421	44,465	47,602	50,742	54,236	57,376	58,214
14	43,404	46,596	50,003	53,407	57,253	60,741	61,627
15	45,355	48,699	52,489	56,283	59,802	64,276	65,216

NEW YORK STATE CANAL CORPORATION
 CSEA HOURLY SALARY SCHEDULE
 EFFECTIVE THE PAYROLL PERIOD THAT INCLUDES 07/01/21

2%

Salary Grade	Hiring Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	12.14	12.94	14.13	15.11	16.60	17.12	17.15
5	14.46	15.54	16.79	18.02	19.45	20.62	20.11
6	15.19	16.24	17.55	18.87	20.22	21.63	21.53
7	15.76	16.93	18.23	19.53	21.07	22.49	22.52
8	16.49	17.69	19.03	20.37	21.83	23.42	23.18
9	17.26	18.51	19.91	21.26	22.82	24.60	24.95
10	18.03	19.38	20.80	22.22	23.88	25.61	25.99
11	18.90	20.28	21.77	23.25	24.98	26.70	27.11
12	19.72	21.20	22.72	24.28	26.08	27.85	28.25
13	20.68	22.20	23.82	25.37	27.35	29.03	29.42
14	21.69	23.25	24.88	26.49	28.64	30.29	30.75
15	22.71	24.36	26.01	27.60	30.03	31.64	32.09
16	23.80	25.47	27.18	28.83	31.49	33.10	33.57
17	24.92	26.67	28.47	30.11	33.05	34.57	35.10

NEW YORK STATE CANAL CORPORATION
 CSEA ANNUAL SALARY SCHEDULE
 EFFECTIVE THE PAYROLL PERIOD THAT INCLUDES 07/01/21

2%

Salary Grade	Hiring Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
4	28,309	30,341	32,577	34,810	37,342	39,850	40,425
5	29,400	31,517	33,805	36,092	38,763	41,334	41,929
6	30,774	33,001	35,338	37,682	40,419	43,203	43,823
7	32,099	34,423	36,830	39,238	42,170	45,039	45,690
8	33,522	35,958	38,421	40,885	43,874	47,021	47,700
9	35,158	37,718	40,294	42,870	45,951	49,442	50,161
10	36,786	39,465	42,223	44,981	48,224	51,682	52,433
11	38,533	41,347	44,239	47,128	50,591	54,052	54,835
12	40,302	43,252	46,303	49,356	52,952	56,477	57,301
13	42,249	45,354	48,554	51,757	55,321	58,524	59,378
14	44,272	47,528	51,003	54,475	58,398	61,956	62,860
15	46,262	49,673	53,539	57,409	60,998	65,562	66,520

9.1.4. Service Award: Upon completion of 10, 15 and 20 years of satisfactory Corporation service, employees will receive a service award payment as follows:

At 10 years, \$.50 per hour or \$1,000 annually

At 15 years, increase of \$.25 per hour to \$.75 per hour, or increase of \$500 to \$1,500 annually

At 20 years, increase of \$.25 per hour to \$1.00 per hour, or increase of \$500 to \$2,000 annually

This Service Award Payment will be paid for all hours worked and will be part of the employee's salary for retirement purposes and for the computation of overtime, but not for promotion or the calculation of future salary increase.

9.1.5. Seasonal Pay: Starting wage rate will match hiring rate of the permanent positions provided the candidate meets the qualifications of the permanent title. Other titles that are not a match or for those where qualifications are not met shall be determined by the Corporation based on minimum wage rates of comparable job titles at the state.

9.1.6. Retroactivity: Employees who retire or who are promoted to another bargaining unit prior to March 20, 2018, will be eligible for any retroactive monies due them. Such general salary increase retroactivity also applies to overtime and out-of-title earnings. Employees who are terminated or resign prior to March 20, 2018, will not be eligible for such monies. Employees not in pay status, with the exception of those on Workers' Compensation leave without pay, at the time of any retroactivity salary payments will receive any retroactive monies due in the first pay check upon their return to work.

9.2. Premium Pay for Overtime

9.2.1. Overtime Rate: The Employer shall pay an employee one and one-half times the employee's hourly rate for all time worked over the employee's normal workweek, as defined in Article 6.1.

Employees eligible for overtime may elect to receive compensatory leave at the rate of time and one-half. Such election shall be made at the time the employee completes the daily time sheet. Use of compensatory leave will be made with supervisory approval and an employee may not have a compensatory leave balance in excess of 100 hours at any time. Upon separation from service, retirement or death, an employee or employee's estate will be compensated for all unused compensatory leave.

9.2.2. Credit for Paid Leave: All paid leave shall be included as time worked for the purpose of computing overtime.

9.2.3. Altering Employees' Schedule: The Employer shall not alter any employee's schedule solely for the purpose of avoiding overtime.

9.2.4. Overtime Eligibility: Employees who call in for unscheduled sick leave or who go home sick before the end of their regular shift will not be eligible for unscheduled overtime in the next 24hour period from the start of the missed shift.

9.2.5. Overtime meal allowance : In the event an employee is assigned to work in excess of eleven continuous hours, the Employer shall pay such employee a meal allowance of six dollars.

9.3. Out-of-Title Pay

9.3.1. Out-of-Title Pay: In the event an employee is assigned to perform the duties of a position which is in a higher grade, the Employer shall pay the employee the rate of pay of the higher paying position for all hours worked in that position in excess of two consecutive work days.

9.3.2. Modification of Procedures: The procedure for the assignment of out-of-title work may be reviewed by the Division Labor-Management Committee which shall have the authority to modify the procedure. The committee shall develop an on-the-job training program which utilizes out-of-title opportunities.

9.4. Shift Differential

9.4.1. Hours of Work: Employees, including seasonal employees, will receive a night differential of \$.50 per hour for each full hour of work between 3:00 P.M. and 11:00 P.M. and \$.70 per hour for each full hour of work between 11:00 P.M. and 7:00 A.M.

9.4.2. Payment: The night shift differential will be paid two pay periods after the pay period in which it is worked and will be considered to be part of salary for retirement purposes.

9.5. Emergency Call-Out

9.5.1. Emergency Call-Out: The parties agree that any time worked by an employee in this negotiating unit who is called out in an emergency before or after his regular working hours, when such time worked does not extend into and is not a continuation of the employee's regularly scheduled shift or workday, will be paid at the employee's overtime rate of pay for a minimum of four hours. If an employee is called out in an emergency more than once in a four hour period, the employee will be paid at the employee's overtime rate for a minimum of four hours for the last call-out and for the time actually worked on the preceding call-outs.

9.6. Rate of Pay

9.6.1. Hourly Rate for Annual Employees: An employee's hourly rate shall be calculated by dividing the employee's annual salary by 1957.5 hours.

9.6.2. Daily Rate: An employee's daily rate shall be calculated by dividing the employee's biweekly salary by ten.

ARTICLE 10 PAID LEAVE

10.1. Holidays

10.1.1. Designated Holidays: The following holidays shall be observed:

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

10.1.2. Declared Holidays: In the event the Governor declares a special holiday for State employees, the Employer shall also declare the day to be an observed holiday.

10.1.3. Floating Holidays: On an annual basis, 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. In July of each year, the Employer may designate up to four floating holidays per year in lieu of the following holidays:

Lincoln's Birthday
Presidents' Day
Columbus Day
Election Day

An employee shall be entitled to select the dates upon which such floating holidays shall be observed, consistent with the reasonable operating needs of the Corporation. Nothing contained in this provision shall limit the Corporation's right to require an employee to work on a designated observed holiday as defined in Article 10.1.1.

Employees may use accumulated floating holiday credits in not less than one-quarter hour increments.

10.1.4. Holiday Occurs on Pass Days: In the event a designated holiday occurs on the first day of an employee's pass days, the holiday shall be observed on the preceding day. In the event a designated holiday occurs on the last day of an employee's pass days, the holiday shall be observed on the following day.

10.1.5. Holiday Pay: In the event an employee is not assigned to work an observed holiday, the employee shall receive a regular day's pay provided the employee is on the active payroll.

10.1.6. Assigned to Work Holiday: An employee assigned to work an observed holiday shall receive a regular day's pay plus holiday pay.

10.1.7. Seasonal Holiday Pay: Seasonal employees not covered by the Attendance Rules who are regularly employed on a 37.5 or 40 hour per week basis who work at least 25 days during the season will be entitled to additional compensation at their hourly rate, up to a maximum of eight hours, for time worked on each of the first three days during their employment in any seasonal period (April 1 to September 30) and (October 1 to March 31) which are observed as holidays by the Corporation. Such compensation should be paid retroactively upon completion of five weeks of work.

A seasonal employee who is entitled to time off with pay on days observed as holidays and who has been scheduled or directed to work will receive additional compensation for time worked on such days.

Seasonal employees who have been continuously employed for more than one season shall be eligible to be paid for all observed holidays during their period of employment.

10.2. Sick Leave

10.2.1. Accruals: Employees will earn sick leave credits at the rate of four hours of sick leave each pay period for employees whose regular work week is 40 hours and at the rate of three and three quarters hours of sick leave each pay period for employees whose regular workweek is 37.5 hours. Employees first eligible to earn sick leave credits in the Unit after August 24, 1995 will earn sick leave credits at the following rates per pay

period, depending on their regular work week:

	<u>37.5 Hour Work Week</u>	<u>37.5 Hour Work Week</u>
First year	2.88	3.08
Second year	2.88	3.08
Third year	2.88	3.08
Fourth year	2.88	3.08
Fifth year	3.46	3.69
Sixth year and thereafter	3.75	4.00

10.2.2. Accruals During Leave: Except for employees who are absent from duty because of an occupational injury or disability as defined in the Workers' Compensation Law for up to 12 cumulative months of absence, employees will not earn sick leave credit for any bi-weekly pay period during which they are in less than full pay status for more than five work days.

10.2.3. Accumulations: An employee may accumulate sick leave to a maximum of one hundred sixty-five days. Thereafter, the Employer shall pay the employee in cash, at the rate of one-half the employee's daily rate, for each full day not credited because the employee has already accumulated one hundred sixty-five days. Such payment shall be made in February of each year, or at the time of the employee's separation from employment, retirement or death.

Employees who are paid for lost sick leave under this subsection shall have one-half day credited, for each sick day lost, to a special sick leave accrual bank until a total of 41.5 days are accumulated. These special accruals shall not be used until all other sick leave is exhausted. Sick leave used must be first deducted from the 165 days total and regular sick leave accruals must be built up to 165 days before further cash payment or special credits will be granted. At the time of retirement, these special sick leave accruals will be added to the regular sick leave accruals for computation of total length of service up to the 200 day limit.

Employees who on June 28, 2000, have sick leave accruals in excess of 165 days shall have all such days exceeding 165 immediately placed in the special sick leave accrual bank up to the bank's 41.5 day limit.

Effective January 1, 2006, employees at the end of a six-month period of January 1 – June 30 and/or July 1 – December 31, who during such periods(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 10.2.10.

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 day 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 for health insurance and retirement service credit purposes.

10.2.4. Family Sick Leave: In addition to personal illness of the employee, the following types of absence, when approved by the Employer, may be charged against accumulated sick leave credits: illness or death in the employee's family provided, however, that charge for such absence may not exceed a maximum of fifteen days in any one year; personal visits to the doctor or dentist. Proof of the need for such absences, satisfactory to the Employer, may be required. The Employer 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.

For the purposes of this Article family is defined in Section 25.2.14 of New York State Canal Corporation Administrative Policy Statement on Use of Sick Leave.

10.2.5. Reporting of Absence: An employee absent on sick leave is to notify the employee's supervisor of such absence and the reason therefore within one hour after the beginning of the employee's work day, provided, that where the work is such that a substitute may be required, the Employer may require earlier notification.

10.2.6. Medical Verification: The Employer may require medical verification if the Employer perceives an employee is abusing sick leave or when an employee is absent for more than four workdays due to an illness or injury.

10.2.7. Extended Sick Leave: The Employer may advance up to five days of sick leave per calendar year to an employee who is absent due to personal illness or injury and has exhausted all accumulated sick and vacation leave. Such advance sick leave must be repaid as soon as possible from subsequently earned leave after the employee returns to work. An employee who terminates service prior to repaying advanced sick leave will have the value of such leave deducted from the salary due the employee.

10.2.8. Sick Leave at Half Pay: The Employer shall provide sick leave at half pay for personal illness or injury to a regular employee who has exhausted accumulated sick and vacation leave, provided the employee has more than one year of service and has a satisfactory attendance and work performance record. The Employer may require the employee to have a physical examination by a physician designated by the Employer to verify that the employee is unable to perform the normal duties of the position. The cumulative total of all sick leave at half pay granted to an employee during his/her Corporation/State service may not exceed one pay period for each completed six months of service.

10.2.9. Termination of Benefits: 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 New York State Civil Service Law relative to the payment of health insurance premiums of retired employees.

10.2.10. Sick Leave Incentive: Employees at the end of the six month period July 1 – December 31 and/or January 1 - June 30 will receive 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

Payment will be made in the last pay period in August and February at the rate in effect at the time. This section does not apply to those employees who are eligible for lost sick leave over 165 days in accordance with 10.2.3 of this Article.

10.2.11. Eligibility For Sick Leave Incentive: Any authorized or unauthorized absence without pay, excluding Workers' Compensation leave and approved "voluntary leave without pay" occurring during the six-month period will disqualify an employee from receiving any sick leave incentive payment.

10.3. Personal Leave

10.3.1. Accruals: Each employee hired prior to August 24, 1995 will be credited with five days personal leave each year on an annual basis. Employee's hired after August 24, 1995 and thereafter, will be credited with three days personal leave each year as of the first full pay period in January until they have completed a total of five years of Corporation service, following which they will receive five days personal leave each year on an annual basis.

10.3.2. Accruals During Leave: The Employer shall credit an employee with personal leave while the employee is on Workers' Compensation leave of absence, provided the employee has not been on leave for more than 12 cumulative months.

An employee who reenters or is reinstated to 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 his/her credit at the time of such separation or leave, until the following January.

An employee who enters Corporation service from State service by appointment, promotion or transfer will be credited with the unused personal leave standing to his/her credit at the time of such separation, leave, appointment, promotion or transfer until his/her State personal leave anniversary date is reached, provided it does not exceed the limits as set forth below.

An employee who (1) enters Corporation service; or (2) 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 (3) has reached his/her State anniversary date as described above will be immediately credited with personal leave as shown in the schedule below, until the following January:

<u>Date of Entry, Reentry, or Reinstatement, or State Personal Leave Anniversary</u>	<u>Amount of Personal Leave to be Credited for Employees Appointed Prior to August 24, 1995</u>	<u>Amount of Personal Leave to be Credited for Employees Hired On or After August 24, 1995</u>
January to March 14	5 days	3 days
March 15 to May 26	4 days	2 days
May 27 to August 7	3 days	1 1/2 days
August 8 to October 19	2 days	1 day
October 20 to January	1 day	1/2 day

10.3.3. Accumulation: An employee may not accumulate personal leave from one year to another. Any unused personal leave remaining on the date preceding the first full pay period in January of each year will be cancelled.

10.3.4. Scheduling: An employee must receive prior approval from the appropriate supervisor to take personal leave. The supervisor shall not unreasonably deny such a request. An employee shall be entitled to use personal leave in one-quarter hour increments.

10.3.5. Termination of Benefits: An employee shall not be paid for unused personal leave at the time of the employee's separation from employment, retirement or death.

10.3.6. Seasonal Employees: Seasonal employees who have been continuously employed on at least a half-time basis, for 19 pay periods, shall be entitled to Attendance Rules coverage, in accordance with the Civil Service Attendance Rules and the appropriate provisions of their negotiating unit Agreement.

Seasonal employees not employed continuously as described in the paragraph above, but having at least three years continuous service of 19 pay periods cumulative in each of those three years, shall be entitled to the following:

Employees anticipated to continue at the employment level described in a given fiscal year, shall be credited with three days leave accruals upon completion of two months of seasonal service in the fiscal year. The leave is to be used subject to prior approval for absence for personal reasons and for unscheduled absence due to illness. These leave accruals shall be non-cumulative from fiscal year to fiscal year. Such accruals do not have a cash-out or retirement value. Service in more than one State agency shall be credited toward meeting the 19 cumulative pay period requirement.

10.4. Vacation (Annual) Leave

10.4.1. Accruals During First Seven Years: Employees with no previous State or Corporation service or who entered State or Corporation service on or after January 1, 1957, will, upon completion of 13 bi-weekly pay periods of service, be credited six and one-half 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 the employee has completed seven 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 five work days.

Employees who entered State or Corporation service on or after January 1, 1957, will also earn on January 1 of each year, additional vacation in accordance with the following schedule:

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

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 no other credits are available. Following the January 1 on which an employee has earned seven 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.

10.4.2. Accruals After Seven Years: Employees who complete the continuous Corporation and/or State service requirement, and who are entitled to earn and accumulate vacation credits will earn additional vacation credits each year as follows:

40 Hour Employees

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

37.5 Hour Employees

<u>Completed Years of Continuous Service</u>	<u>Additional Vacation Credits Earned</u>
15 to 19	1 Day
20 to 24	2 Days
25 to 29	3 Days
30 to 34	4 Days
35 or more	5 Days

Employees who complete the continuous Corporation and/or State service requirement 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.

10.4.3. Leave of Absence: 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, except for employees who are absent from duty because of an occupational injury or disability as defined in the Workers' Compensation Law for up to 12 cumulative months.

10.4.4. New Hire: 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. 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.

10.4.5. Accumulation: 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 his or her 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 his unliquidated vacation credits when such credits total the equivalent of 25 work days. 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 his vacation accruals or the date of return to work, whichever is appropriate, to reduce such credits below the allowable maximum.

10.4.6. Scheduling: An employee must receive prior approval from the appropriate supervisor to take vacation leave. The supervisor shall not unreasonably deny such a request. An employee shall be entitled to use vacation leave in one-quarter hour increments.

An employee with at least five years of service seniority shall be entitled, upon request, to take five consecutive days of vacation leave between April 1 and December 1 of each year.

In the event more employees request vacation leave than minimum coverage permits, the Employer shall give preference in the selection of a vacation period to the employee with the most service seniority.

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.

10.4.7. Termination of Benefits: 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 accumulated vacation credits not used prior to transfer to the extent permitted by the labor contracts concerned.

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 his/her vacation credits not in excess of 30 days.

In the event of a dismissal pursuant to Article 5.2 or 5.3, an employee will not be compensated for vacation credits.

10.4.8. Leave Donation Program: Unit employees may make a non-refundable donation of annual leave to other unit employees. Leave donations must be in one-half or whole day units. Donated leave will be credited to the designated recipient as sick leave. Use of donated leave must be due to a medically documented personal illness or injury only. Donated leave used by a recipient for a workers' compensation illness is non-refundable.

10.5. Jury Duty

10.5.1. Jury Duty: In the event an employee is scheduled for jury duty, the employee shall be entitled to the necessary leave, without loss of pay or leave accruals, to serve on jury duty.

10.6. Civil Service Examination

10.6.1. Civil Service Examination: In the event an employee is scheduled to take a New York State Civil Service examination for a higher graded position and the Corporation is unable to reschedule the employee's workday, the employee shall be entitled to the necessary leave for up to one day each calendar year, without loss of pay or leave accruals, to take the examination.

10.7. Civil Duties

10.7.1. Civil Duties: The Corporation may excuse a reasonable amount of tardiness without loss of pay or leave accruals caused by direct emergency duties of duly authorized volunteer ambulance squad members, volunteer firefighters and enrolled civil defense volunteers. In such cases, the Corporation may require the employee to submit satisfactory evidence that the lateness was due to such emergency duty.

10.8. Blood Donation

10.8.1. Blood Donation: In the event an employee donates blood in response to an emergency request made by the local Red Cross, the employee may be granted the necessary leave without loss of pay or leave accruals.

10.9. Military Duty

10.9.1. Military Duty: In the event an employee is ordered for military duty, the employee shall be entitled to leave as provided by Section 242.1.b. and Section 242.5 of the New York State Military Law.

10.10. Leave for Extraordinary Conditions

10.10.1. Leave for Extraordinary Conditions: The Corporation may, in its discretion, allow leave to employees in this Negotiating Unit under the following circumstances:

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 work day, employees who are sent home shall not have to charge the time to their accruals.

These provisions do not apply to employees whose duties are of an essential nature and whose presence is required at their duty stations.

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

10.11 Productivity Enhancement Program ("PEP")

10.11.1 Employees are able to exchange their own vacation, personal leave and/or compensatory leave credits to be applied towards health insurance premiums as follows:

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

ARTICLE 11 UNPAID LEAVE

11.1. Family & Medical Leave

11.1.1. Family & Medical Leave: The Employer's policy on family and medical leave shall be in accordance with New York State and Federal laws.

ARTICLE 12
INSURANCE

12.1. Medical & Hospital Insurance

12.1.1. Medical & Hospital Insurance: 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 employees enrolled in an H.M.O., up to the same dollar amounts as for the Empire Plan. Domestic Partners will be eligible for medical coverage provided they meet the Civil Service qualifying criteria. Contributions are as follows:

Effective Date	Hired on or Before November 14, 2005	Hired After November 14, 2005	New Hires on or after March 20, 2018
	<i>Individual / Family</i>	<i>Individual / Family</i>	<i>Individual / Family</i>
7/1/2018	7% / 9%	10% / 20%	Grade 9 and lower
1/1/2019	8% / 12%	10% / 25%	12%/27%
1/1/2020	9% /15%	10% / 25%	
1/1/2021	10% / 20%	10% / 25%	Grades 10 and
1/1/2022	10% / 25%	10% / 25%	higher 16%/31%

Bi-weekly payroll deductions will be implemented as soon as practical after ratification

12.1.2. Seasonal Employees: Seasonal employees who are continuously employed on at least a half-time basis for six months, shall be eligible for health insurance coverage subject to the provisions of the Agreement.

Where the Employer establishes a seasonal position for six months or more, the appointee to that position shall not have his or her service intentionally broken solely for the purpose of rendering that employee ineligible for health insurance coverage.

Should a seasonal employee who attained health insurance coverage eligibility, leave the payroll and then be rehired subsequently, the employee shall retain eligibility for health insurance coverage upon rehire without application of a six-month waiting period, provided the employee was not off the payroll more than six months. The employee may continue his or her health insurance on a full pay basis for the period of time he or she is off the payroll.

The employer will not intentionally establish a seasonal position for less than six months when at the time of establishing said position the employer believes that traffic volumes or operational needs at a lock or bridge warrants establishment of the position for more than six months.

12.1.3. Health Insurance Opt-Out: Employees who have been enrolled in the Corporation's Health Insurance Plan through the end of the preceding year and can demonstrate to the Corporation's satisfaction

that they otherwise have health insurance coverage that is not through NYS Participating Employers, Participating Agencies, or their Retirees are eligible for the Health Insurance Opt-out program.

By opting out of individual coverage, employees will receive \$1500.00 or \$3000.00 on an annual basis for opting out of dependent coverage.

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

Employees participating in the Opt-out Option who subsequently lose their insurance coverage through no fault of their own shall be entitled to resume coverage in one of the medical and hospital plans offered through this Agreement on the first of the month immediately following the employee giving notice. The employee must provide the Employer, in writing, with such notice a minimum of five business days prior to the end of the month.

12.1.4. Prescription Drug Coverage: Employees enrolled in a New York State Health Insurance Program (NYSHIP) Health plan without prescription drug coverage, will be provided prescription drug coverage benefits through the NYSHIP Health plan.

12.2. Employee Benefit Fund

12.2.1. Employee Benefit Fund: The parties agree to maintain current benefit levels for vision care (optical) and dental insurance through the CSEA Employee Benefit Fund. The Corporation will maintain the per employee contribution of \$1,085.

12.3. Flexible Spending Account

12.3.1. Flexible Spending Account: The Employer shall provide employees with a Pre-Tax Contribution Program.

12.4. Workers' Compensation Benefit

12.4.1. Definition: Effective on August 24, 1995, employees 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. Determination of the Workers' Compensation Board regarding compensability of claims shall be binding upon the parties.

A workers' compensation injury shall mean any occupational injury, disease or condition found compensable as defined in the Workers' Compensation Law.

12.4.2. Workers' Compensation Leave: 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 except as modified in this Article.

An employee necessarily absent for less than a full day in connection with a workers' compensation injury as defined in 12.4.1 due to therapy, a doctor's appointment, or other required continuing treatment, may charge accrued leave for said absences.

The Corporation will make previously authorized payroll deductions for periods the employee is in pay status receiving salary sufficient to permit such deductions. The employee is responsible for making payment

for any such deductions during periods of leave without pay, such as those provided in this Article.

12.4.3. **Waiting Period:** 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 net monetary award credited to the Corporation by the Workers' Compensation Board.

12.4.4. **Vacation Credit Restoration:** 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.

12.4.5. **Accruals While on Workers' Compensation Disability Leave:** An employee receiving Workers' Compensation payments for a period of disability shall be treated as though on the payroll for the length of the disability not to exceed 12 months per injury for the sole purposes of accruing seniority, continuous service, health insurance and Employee Benefit Fund contributions normally made by the Corporation, accrual of vacation and sick leave, and personal leave. Additionally, such employee shall be treated as though on the payroll for the period of disability not to exceed 12 months per injury for the purposes of retirement credit and contributions normally made by the Corporation and/or the employee.

12.4.6. **Controverted or Contested Claim:** Where an employee's Workers' Compensation claim is controverted by the Workers' Compensation Claims Administrator 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.

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 net monetary award credited to the Corporation by the Workers' Compensation Board.

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 in Paragraph 12.4.5 for the period covered by the award not to exceed twelve months per injury.

Where a claim for Workers' Compensation is controverted or contested by the Workers' Compensation Claims Administrator, the parties will abide by the determination of the Workers' Compensation Board.

12.4.7. **Date of Disability:** If the date of the disabling incident is prior to April 1, 1986, the benefits available shall be as provided in the 1982-85 State/CSEA Agreement.

If the date of the disabling incident is on or after April 1, 1986 and prior to August 24, 1995, the benefits available shall be as provided in the 1988-91 State/CSEA Agreement.

12.4.8. **Mandatory Alternate Duty:** The parties agree to a mandatory alternate duty policy for employees who request or are directed to return to work after suffering an occupational injury or disease. The mandatory alternate duty policy will allow management to recall an employee to duty and will allow an eligible employee to request to return to duty subject to the eligibility criteria in the policy.

An employee's level of disability must be classified as 50 percent or less disabled by the Workers' Compensation Claims Administrator.

Mandatory alternate duty assignments shall be based upon medical documentation satisfactory to management. Such satisfactory documentation must include a prognosis of a return to the full duties of the injured workers' original job within 60 calendar days from the date upon which the alternate duty assignment begins. Time limits, consistent with or similar to those contained in Article 10.29 of the 1991-95 New York State Institutional Services Unit Agreement or as developed jointly by the parties, will be utilized for those situations when the Corporation requires that an employee be medically examined. Medical documentation shall not be reviewable under Article 10 of this Agreement.

Management shall have the authority to make mandatory alternate duty assignments to tasks that can be performed by the employee not necessarily within their original job duties, title series, work schedule, work location or workweek.

Mandatory alternate duty assignments shall be for a period up to 60 calendar days per injury. Such assignment may be extended at management's discretion not to exceed the term of the disability.

When an employee's mandatory alternate duty assignment expires or is terminated, such employee shall either be returned to full duty status or returned to being covered by the provisions of the Workers' Compensation statute.

If the above conditions are met and if management is not able to provide the eligible employee with such alternate duty assignments, that employee's compensation shall be adjusted to equal the employee's 100 percent disabled statutory benefit for the period the employee qualified for an alternate duty assignment based on medical documentation, described above, for up to 60 calendar days.

12.5. Accidental Death Benefit

12.5.1. Coverage: The Employer shall provide a fifty-thousand dollar 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.

12.5.2. Dependent Tuition: The Employer shall pay the full tuition to attend any institution of the State University of New York (SUNY) system to each child of an employee who dies as a result of an on-the-job injury, provided the child meets the institution's entrance requirements.

12.6. Employee Assistance Program

12.6.1. Employee Assistance Program: The Employer shall make available an Employee Assistance Program (EAP) for an employee and the employee's family to obtain confidential, professional counseling.

ARTICLE 13
RETIREMENT BENEFITS

13.1. Retirement Benefits

13.1.1. Retirement Benefits: The Employer shall provide each employee with the retirement benefits made available to participating employers by the New York State Employees Retirement and Social Security Laws, including Chapters 1046 and 1047 of the Laws of 1973.

13.2. Sick Leave Accruals at Retirement

13.2.1. Sick Leave Accruals: Unused sick leave accruals shall be applied as provided in Section 167, subdivision 5 of the State Civil Service Law relative to the payment of the health insurance premium of retired employees and dependent survivors up to a maximum of 200 days.

13.2.2. Health Insurance Deferral in Retirement: An employee retiring from Corporation service may delay commencement or suspend his/her retiree health insurance 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.

13.3. Retirement Medical Insurance

13.3.1. Retirement Medical Insurance: For employees who retire after August 24, 1995, the Employer shall provide the retiree and the retiree's eligible dependents with the opportunity to participate in the New York State Health Insurance Program which is the same program available to active employees. To be eligible to participate as a retiree in the health insurance program, the employee must have at least five years of qualifying service.

- A. For current employees who retire on or prior to June 30, 2018, the Employer will pay 100% of the cost of the retiree's health insurance premiums and 75% of the additional premium amounts for dependent coverage.
- B. Current employees who retire after June 30, 2018, shall pay medical contributions in retirement of 6% individual and 25% for family coverage.
- C. Effective January 1, 2022, active employee medical contribution in retirement shall be at 10% individual and 25% for family coverage.
- D. Employees hired after March 20, 2018, upon becoming eligible to retire, the contribution rate for those in Grade 10 and above, shall pay 16% individual and 31% for family coverage in retirement. The contribution rate for those in Grade 9 and under shall pay 12% individual and 27% for family coverage.

** Percentage represents the annual premium of the Empire Plan and related dollar amount for those employees enrolled in an H.M.O.*

13.4. Survivor's Benefit

13.4.1. Survivor's Benefit: The Employer shall provide a survivor's benefit of three-thousand dollars for an employee who retires from the Corporation pursuant to the regulations governing the Survivor's Benefit Program for Corporation employees.

13.5. Deduction from Retirement Allowances

13.5.1. Deductions: Deduction for membership dues and/or cost of CSEA group life insurance premiums from the retirement allowance checks of the retiree shall be made pursuant to State Comptroller guidelines.

ARTICLE 14 SPECIAL COMMITTEES

14.1. Labor-Management Committee

14.1.1. State-wide Committee: There shall be a standing State-wide Labor-Management Committee for the sole purpose of discussing policies and procedures which affect employees throughout the Canal System. Employee representatives on the committee shall be the five Local Presidents and the CSEA Deputy Director assigned to the Corporation.

14.1.2. Local Committees: There shall be a standing Division Labor-Management Committee in each of the Canal Divisions for the sole purpose of discussing policies and procedures which affect employees within the Division. The appropriate Local Presidents shall designate the employee representatives on the committee. Unless specifically provided for elsewhere in this Agreement, the committee shall not be entitled to negotiate terms and conditions of employment.

14.1.3. Agenda: Each party must submit the agenda for the meeting to the other party, in writing, at least 14 calendar days prior to the scheduled date of the meeting.

14.1.4. Scheduling: The Corporation agrees to meet with representatives of CSEA at mutually agreed upon times and locations to discuss matters of mutual interest.

14.2. Safety & Health Committee

14.2.1. Each unit (defined as an established maintenance crew or work unit, which includes both supervisory and subordinate trades and/or engineering staff) shall conduct monthly safety meetings to identify and resolve work unit safety problems and/or issues, review work accidents and conduct employee informational training sessions. The unit supervisor shall conduct such meetings. Issues that cannot be resolved within the work unit should be referred to the chair of the Canal Section Safety Committee.

14.2.2. A Canal Section Safety Committee shall be formed in each section. Although the Division Canal Engineer may designate additional permanent or temporary committee members, each committee shall be composed of:

- A. Canal Section Superintendent (or designee), Chair

- B. Canal Maintenance Supervisor II
- C. Canal Maintenance Supervisor I
- D. Canal Electrical Supervisor
- E. Floating Plant Supervisor (where applicable)
- F. Canal Maintenance Shop Supervisor (where applicable)
- G. CSEA Local President (or designee) and up to four employees, designated by the CSEA Local President from the following areas:
 - (1) Maintenance Shop
 - (2) Labor Crew
 - (3) Lock Operations
 - (4) Floating Plant (where applicable)

14.2.3. The committee will meet quarterly in January, April, July, and October to review new safety directives, occupational accidents with the section, and safety and health related complaints and suggestions referred from the work units; review and analyze accident trends; and recommend actions consistent with the overall goal of providing for the safety of all canal corporation employees and customers.

14.2.4. After review and approval by the CSEA Local President (or designee) and the Canal Section Superintendent, a copy of the minutes of all safety meetings shall be distributed to each section work unit supervisor and safety representative, the Director of Safety and Health, the Director of Employee Relations, the Division Canal Engineer, the Deputy Director of Canal Engineering, Construction and Maintenance, -the CSEA Local President and Deputy Director of Contract Administration, and other appropriate management personnel within the Corporation.

14.2.5. The Chair of the Canal Section Safety Committee will refer matters outside the scope of the committee's jurisdiction to the Division Canal Engineer, then, if necessary, to the Deputy Director of Canal Engineering, Construction and Maintenance. Additionally, discussions with management and CSEA representatives at the Division and Statewide levels will be conducted as appropriate.

ARTICLE 15 GENERAL PROVISIONS

15.1. Meals, Lodging and Travel

15.1.1. Employer's Car: The Employer shall reimburse an employee including seasonal employees for all necessary receipted fuel and related expenses incurred while operating the Employer's car while on Corporation business. Such expenses must be approved by the appropriate supervisor.

15.1.2. Employee's Car: The Corporation will provide a mileage allowance rate equal to the prevailing Internal Revenue Service mileage allowance for business expenses to those employees including seasonal employees who must use their personal vehicles for Corporation business.

Roving and relief operators may continue to submit for travel reimbursement.

Canal Structure Operators (CSO) and Chief Lock Operators (CLO), other than roving or relief CSO and CLO, will be reimbursed for actual mileage minus the mileage of their regular commute when reporting to work at a location other than their official station when they use their personal vehicle and have not been given the option of using a Corporation vehicle.

The Canal Corporation will designate an official station for the roving or relief CSO and CLO for mileage reimbursement purposes. Roving or relief CSOs AND CLOs will be paid actual mileage when reporting to a location other than their official station when they use their personal vehicle and have not been given the option of using a Corporation vehicle.

Nothing contained in this provision shall limit the Corporation's right to redesignate an official station for regular, relief or roving CSOs and CLOs.

15.1.3. Receipted Expenses: 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 including seasonal 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.

No meals or lodging will be paid to an employee including seasonal employees performing official duties within 35 miles of his official station or place of residence.

An employee including seasonal employees will receive the greater rate whenever official duties are conducted during a 24-hour period in areas with different rates.

The conditions for payment of expenses pursuant to this section shall be as follows: Prior certification by the employee's supervisor that such travel is necessary and, subsequent certification by the employee and his/her supervisor that such travel did in fact take place.

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.

15.1.4. Unreceipted Expenses: Unreceipted transportation and lodging expenses will be reimbursed pursuant to the most current Administrative Services Bulletin on Travel Rates.

15.2. Floating Plant

15.2.1. Within the Floating Plant Limit: Canal personnel including seasonal employees assigned to Floating Plant Units within the Floating Plant limit but away from their home port or Headquarters will be provided with quarters and a travel/reporting allowance of \$12.50, in lieu of travel expenses and transportation to and from the work site when the Division Canal Engineer has not provided transportation to the vessel. The travel/reporting allowance will be paid in the employee's pay check.

A travel/reporting allowance will be provided when a Floating Plant Unit is in transit, working and when repairs are being made to a Floating Plant unit away from home port and the Floating Plant personnel assigned to the vessel must remain at such location while the repairs are being made.

The travel/reporting allowance will be provided to employees when personnel are assigned within the Floating Plant limit. However, travel/reporting allowances will not be provided when the Floating Plant is berthed at its home port.

When the Floating Plant is within the Floating Plant limit and it is not feasible to return to the Floating Plant's starting point at the end of the day by navigational means, the Manager, Engineering and Maintenance will provide transportation or mileage reimbursement back to the starting point for employees not electing to stay on board during non-working hours. The employees' transportation back to the starting point will be on their own time.

During the navigation season, living quarters and facilities for preparing meals will be provided on the Floating Plant Units for assigned Floating Plant personnel who elect to reside on board during non-working hours when the Floating Plant is away from home port.

Meals shall be prepared and served outside of regular working hours.

Travel/reporting allowances shall be provided only for those personnel who are actually working on the Floating Plant and as evidenced by the time sheets as having completed a minimum of four hours work for the day. The Captain of each unit of the Floating Plant will certify the total travel/reporting allowances furnished for each pay period.

Each Floating Plant employee will be allowed two travel/reporting allowances per week in lieu of travel expenses from their work location's starting point if the employee elects to return home for the weekend.

For situations not specifically mentioned, travel/reporting allowances will be provided if required by application of these rules and approved by the Manager, Engineering and Maintenance.

15.2.2. Home Ports: The headquarters and *home ports for the Floating Plant in each Floating Plant Limit are:

Floating Plant Limits

Floating Plant No. 1	Includes Sections 1, 2 and 3 *Waterford Flight
Floating Plant No. 2	Includes Sections 3 and 4 *Lock 20
Floating Plant No. 3	Includes Sections 5 and 6 *Lysander Canal Maintenance Facility *Lyons Dry Dock Headquarters
Floating Plant No. 4	Includes Section 7 *Lockport Dry Dock Sub-Headquarters *Albion Terminal

15.2.3. Outside the Floating Plant Limit: During the navigation season, living quarters and facilities for preparing meals will be provided on the Floating Plant units for assigned Floating Plant personnel including seasonal employees who reside on board during non-working hours when the Floating Plant is outside the Floating Plant limit. Employees will receive a meal per diem pursuant to the NYS Comptroller's Rules and Regulations when sleeping on the vessel when it is outside the Floating Plant limit. When living quarters are provided, yet the employee elects not to sleep on the vessel, for those employees not returning home, they will

be eligible for the unreceipted fixed per diem reimbursement pursuant to the NYS Comptroller's Rules and Regulation.

Meals shall be prepared and served outside of regular working hours.

When living quarters cannot be provided, as determined by the Manager, Engineering & Maintenance, employees will be allowed full per diem (meals and lodging) in accordance with the NYS Comptroller's Rules and Regulations.

If an employee elects to return home the employee's travel to and from the Floating Plant vessel will be on their own time and they will be eligible to receive the travel/reporting allowance.

15.2.4. Weekend Travel: Employees who drive their personal vehicle to the work location may elect to collect mileage for one round trip to the work location from home or the official station per week. Mileage reimbursement will be in accordance with the NYS Comptroller's Rules and Regulations at the published rates. Employees may collect either travel/reporting allowances or mileage reimbursement for weekends.

15.2.5. Inclement Weather: In cases of inclement weather (extreme heat or cold), as determined by the Manager, Engineering & Maintenance, he/she will have the authority to use his/her discretion in providing air conditioner units, fan(s), or heater(s) as appropriate for the living/sleeping quarters on the vessel.

15.3. Passes

15.3.1. Canal Passage: Employees and retirees of the Corporation hired before January 21, 2009 shall be granted, upon displaying acceptable identification to the operation personnel, passage through locks and lift bridges. Such employees and retirees, while on the system shall be observant of conditions and situations which may require attention of Canal maintenance and/or supervising staff and shall be required to report such information to appropriate Canal personnel at the first opportunity.

15.3.2 Thruway Pass: The Limited and Unlimited Thruway Passes have been eliminated. In doing so, employees on the payroll at the time of ratification shall be provided a \$1,000 lump sum payment.

15.4. Work Clothing

15.4.1. Work Clothing: As soon as practicable, permanent and seasonal employees assigned to locks and lift bridges will receive the following work clothes:

New Employees:

- Five tee shirts with Canal Corporation logo
- Two hats

Annually, current employees in titles assigned to locks and lift bridges shall receive:

- Five tee shirts with Canal Corporation logo
- One hat

Annually, employees assigned to Trades, Maintenance, Floating Plant and Shop titles shall receive one coverall.

Issued clothing must be worn while the employee is on duty for identification purposes during the navigation season.

15.4.2. Appropriate Clothing: While on duty employees will wear clothing that is appropriate for the type of work to be performed taking into account job duties including customer service and safety considerations. Shorts and sleeveless shirts may not be worn at work at any time.

15.4.3. Safety Work Boots: The Employer shall reimburse an employee in Trades, Operations, Maintenance, Floating Plant, Shop or Stores titles, for safety boots annually. The sales receipt must be submitted for payment.

The Corporation will reimburse employees up to \$150.00 for the purchase of one pair of safety boots annually or up to \$100.00 each for the purchase of 2 pair of safety boots annually.

Seasonal employees who return after completing their initial season, are eligible for up to \$100 work boot reimbursement annually.

To receive reimbursement, eligible employees must: Purchase the boots; complete a Request for Reimbursement for Purchase of Safety Shoes; and submit the Request for Reimbursement to their supervisor.

15.4.4. Work Gear: The Employer shall provide each employee, on an as needed basis, with rubber boots, rain gear, work gloves, hard hats and other job-related safety equipment at no cost to the employee.

15.5. Tool Allowance

15.5.1. Tool Allowance: The Employer shall reimburse an employee required to have a personal tool inventory for the purchase of tools used in the performance of duties by providing an annual tool allowance. The annual tool allowance shall be \$250. The allowance shall be paid in the second pay period in January.

15.5.2. Insurance: The Corporation will provide insurance for loss of tools from the required tool complements to a limit of \$10,000.

15.6. Personal Property Damage

15.6.1. Personal Property Damage: The Corporation shall apply the provisions of the Small Claims procedure to permit the filing and consideration of claims for reimbursement for personal property damaged or destroyed in the course of performance of their duties. Such claims will be considered if they are not otherwise covered by insurance or a contractual provision, there is no contributory negligence or carelessness by the employee, the Corporation could have reasonably prevented the damage and the damage occurred while the employee was performing his or her duties.

15.7. Defendant Counsel Costs

15.7.1. Defendant Counsel Costs: In the event an employee is required to appear in any court for the purpose of testifying because of any accident the employee may have been involved in while in the Corporation's service, the employee shall be entitled to leave, without loss of pay or leave accruals, to meet with counsel and to appear in court. The Employer shall furnish bail bond and legal counsel, at no cost to the

employee, except where the employee has committed a crime or is responsible for gross or criminal negligence.

15.8. Tuition Assistance Program

15.8.1. Tuition Assistance Program: The Employer shall pay ninety percent of the cost of tuition to an employee who successfully completes study with a passing grade which has been approved by the Corporation's Director of Human Resources, up to a maximum of fifteen credits per calendar year.

ARTICLE 16 CODE OF FAIR PRACTICES

16.1. Code of Fair Practices

16.1.1. Americans with Disabilities Act/Family Medical Leave Act: The parties recognize that the Employer may take the actions necessary to comply with the Americans with Disabilities Act and/or Family Medical Leave Act.

16.1.2. Appointment, Assignment and Promotion of Corporation personnel: CSEA 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, veteran's status, arrest record, marital status, pregnancy, sexual preference or age 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, veteran's status, arrest record or marital status, pregnancy, sexual preference or age, unless it relates to a bona fide occupational qualification and has been approved by the State Division of Human Rights.

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

16.1.4. 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 record, marital status, pregnancy, sexual preference or age.

16.1.5. CSEA and Corporation Forms: CSEA and the Corporation will avoid in forms or request 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 record, 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 New York State Division of Human Rights.

16.1.6. Cooperation with the New York State Division of Human Rights: CSEA and the Corporation, in accordance with the provisions and intent of New York State's Constitution and laws against discrimination, will cooperate fully with the New York State Division of Human Rights and comply with its requests and recommendations for effectuating the State's policy against discrimination.

16.1.7. Conduct by CSEA and Corporation Representatives: CSEA and the Corporation will be ever mindful of the democratic heritage of the State which abhors any unlawful discrimination on the basis of race,

color, creed, national origin, religion, sex, age, disability or sexual preference and will take all necessary steps to effectuate the provisions and intent of this Article.

16.1.8. No Discrimination: CSEA Agrees to continue to admit all employees to membership and to represent all employees without regard to race, creed, color, national origin, religion, age, sex, disability or sexual preference.

The Corporation is committed to providing each employee with a professional atmosphere that promotes equal opportunity and access and is free of discrimination and harassment in accordance with all applicable federal, state and local laws.

ARTICLE 17 EXECUTION OF AGREEMENT

17.1. Term and Duration of Agreement

17.1.1. Term of Agreement: This Agreement shall become effective July 1, 2012 unless otherwise indicated and shall expire on June 30, 2022 unless otherwise agreed to by the parties.

17.1.2. Duration of Agreement: All terms and conditions set forth in this Agreement shall remain in full force and effect until the parties have executed a new agreement.

17.2. Legislative Action

17.2.1. Legislative Action: In accordance with Section 204-a of the Public Employees' Fair Employment Act, 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 therefor, shall not become effective until the appropriate legislative body has given approval.

17.3. Savings Clause

17.3.1. Invalid Portions of Agreement: Should any of the provisions, portions or applications of this Agreement be found to be invalid by any tribunal of competent jurisdiction, then the provisions, portions or applications specified in such decision shall be of no force and effect, but the remainder of this Agreement shall continue to be in full force and effect.

17.3.2. Adjustments of Invalid Portions of Agreements: Upon the issuance of such decision, the Employer and the Union shall negotiate an adjustment in the affected provisions, portions or applications with the intention of effecting the purpose of the provisions, portions or applications.

17.4. Past Practice

17.4.1. Full Force and Effect: All existing rules, regulations, practices, benefits and general working conditions previously provided and allowed by the Employer, unless specifically excluded by this Agreement, shall remain in full force and effect.

17.5. Execution of Agreement

In witness whereof, the parties have caused this Agreement to be signed by their respective representatives on March 20, 2018.

FOR THE NEW YORK STATE
CANAL CORPORATION

Lisa Wright
Manager, Administrative Services

FOR THE CIVIL SERVICE
EMPLOYEES ASSOCIATION, INC
LOCAL 1000, AFSCME, AFL-CIO

NEGOTIATING TEAM

Guy M. Dugas
Deputy Director, State Operations

Walter Sprouse
President, Local 500

Robert Przestrzelski
President, Local 501

Michael Vandish
President, Local 503

David Miles
President, Local 500

APPENDIX 1

MEMORANDUM OF AGREEMENT between THE NEW YORK STATE CANAL CORPORATION and THE CIVIL SERVICE EMPLOYEES ASSOCIATION

In accordance with section 204 of the New York State Public Employees' Fair Employment Act, the New York State Canal Corporation, hereinafter referred to as the "Corporation", and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, hereinafter referred to as the "Union", hereby agree to the following alcohol and drug testing procedure:

ALCOHOL AND DRUG TESTING PROCEDURE

Section 1. Compliance with Federal Regulations

1.1 Where applicable, the Corporation's Alcohol and Drug Testing Program shall be in compliance with and, unless mutually agreed to by the Union, shall not exceed the Federal Highway Administration regulations, 49 CFR Parts 40, 382, 391, 392, 395, as they pertain to employees who operate commercial motor vehicles in interstate or intrastate commerce which have a gross vehicle weight rating of 26,001 or more pounds or have a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit or are of any size and used in the transportation of materials found to be hazardous and which require the motor vehicle to be placarded or are designed to transport sixteen or more passengers, including the driver, and are subject to commercial drivers license requirements, 49 CFR Part 383.

Section 2. Random Testing

2.1 Random Alcohol Tests: The Corporation shall not administer random alcohol testing, annually, to more than the required percentage of employees pursuant to the Federal regulations.

2.2 Random Drug Tests: The Corporation shall not administer random drug testing, annually, to more than the required percentage of employees pursuant to the Federal regulations.

2.3 Selection of Employees: Upon request, the Corporation shall provide the Union with a list of all employees who have been tested.

2.4 Union Observation: During random alcohol testing and/or urine collection for drug testing, a Union representative shall be allowed to be present to observe the testing, subject to the consent of the individual to be tested. Reasonable efforts shall be made to notify the Union that a random test is about to occur.

Section 3. Reasonable Suspicion Testing

3.1 Determination for Reasonable Suspicion: Only individuals trained in accordance with 49 CFR Part 382.603 shall be designated to determine whether reasonable suspicion exists to require a covered

employee to undergo alcohol and drug testing.

3.2 Documentation of Reasonable Suspicion: In the event the designated supervisor or agency official finds the available facts objectively indicate that reasonable suspicion exists that a test of the employee would yield a positive result for the use of alcohol and/or use of prohibited drugs, and as soon as practicable after an order to test is given, without causing a delay in the testing process, the Corporation shall document the facts contributing to and forming the basis for the reasonable suspicion. These facts shall include specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee and the name of the supervisor or official making the observations.

3.3 Right to Representation: When the decision is made to test based on reasonable suspicion, the employee shall be advised that the employee may consult with legal counsel or a Union representative, as long as counsel or Union representation can respond without causing a delay in the testing process. Reasonable efforts shall be made, without delaying the process, to assist the employee in contacting legal counsel or a Union representative.

3.4 Statement of Basis for Suspicion: When the decision is made to test based on reasonable suspicion, and to the extent practicable without delaying the testing process, the employee shall be given a verbal explanation of the basis for the reasonable suspicion which shall include a description of the conduct leading to the formation of a reasonable suspicion and the relevant dates, places and times thereof. In the event the employee has requested the opportunity to consult with legal counsel or a Union representative, this explanation shall be made in the presence of the counsel or representative. In the event this cannot be done prior to the test without causing a delay, then it shall be done as soon as practicable thereafter.

3.5 Transportation Home: The Corporation will make arrangements to transport employee home and the employee shall be suspended from all duties, without pay, until negative test results are received. Should the results of drug and alcohol testing be negative, the employee will be restored to full pay status retroactive to the date originally suspended.

3.6 Removal Based on Behavior or Appearance Alone: In the event no approved testing devices are available and an employee is removed from the employee's safety-sensitive function based on behavior and/or appearance alone, the employee shall be assigned to duties within the employee's job description which do not require the performance of safety-sensitive functions, or the employee shall be sent home without loss of pay or leave credits. The employee shall not be subjected to any disciplinary action.

Section 4. Post-Accident Testing

4.1 Right to Representation: When post-accident testing is required the employee shall be advised that the employee may consult with legal counsel or a Union representative, as long as counsel or Union representative can respond without causing a delay in the testing process. Reasonable efforts shall be made, without delaying the process, to assist the employee in contacting legal counsel or a Union representative.

Section 5. General Terms

5.1 Pay Status: An employee shall be paid for all time pertaining to an alcohol or drug test including providing a sample and travel time to and from the test site. Such time shall be considered as time worked for the purpose of computing overtime and employee benefits.

5.2 Administrator of Test: The supervisor of an employee who is to be tested shall not administer the test.

5.3 Urinalysis: When visual observation of urination is required, the observer shall be of the same gender as the employee.

5.4 Drugs to be Tested for: The Corporation shall comply with 49 CFR Part 40. as well as any amendments to the federal regulations regarding the presence of drugs upon which an employee may be tested. A specimen collected pursuant to 49 CFR 40 may not be used to conduct any other analysis or test not required by this regulation. Tests for prohibited drugs shall be performed only by urinalysis and shall be performed only by Department of Health and Human Services certified laboratories.

5.5 Request for Testing of Split Specimen: In the event the test result of the primary urine specimen is positive, the employee may request that the Medical Review Officer direct that the split specimen be tested in accordance with the procedures set forth in 49 CFR Part 40, Sections 40.25 (f) (10) (ii), 40.29 (b) (2) (3), and 40.33 (f).

Section 6. Call-In Procedure

6.1 Prior to reporting for duty for a call-in, the employee shall have the opportunity to acknowledge the use of alcohol and the inability to perform the employee's safety-sensitive function. An employee who acknowledges the use of alcohol shall not be subjected to an alcohol test but may be subject to discipline for failure to be available for call-ins.

Section 7. Disciplinary Action

7.1 Loudermill Rights: An employee who has tested positive for alcohol misuse and/or prohibited drug use and, consequently, is prohibited from performing safety-sensitive functions, shall be given an explanation of the factual basis for the removal from performing safety-sensitive functions prior to being removed from the safety-sensitive function.

7.2 Violations: Each positive test is a violation of the Alcohol and Drug Abuse in the Workplace Policy. In addition, depending upon the nature of any prior violation(s) within a 48-month contiguous period, subsequent violations will have different consequences.

7.3 First Violation:

7.3.1 Alcohol Test of .02 to .0399: In the event an employee is found to have an alcohol concentration of 0.02 or higher but less than 0.04, the employee shall be suspended from all duties, without pay, until the start of the employee's next regularly scheduled duty period, but not less than twenty-four hours following the administration of the test.

7.3.2 Alcohol Test of .04 or higher: In the event an employee is found to have an alcohol concentration of 0.04 or higher, the employee shall be suspended from all duties, without pay, until the Substance Abuse Professional has approved the employee's return to duty and the employee has tested negative. Should the employee refuse to participate in the rehabilitation program recommended by the Substance Abuse Professional, the Corporation will seek the employee's dismissal from employment in accordance with the collective bargaining agreement.

7.3.3 Positive Drug Test: In the event an employee tests positive for use of a prohibited drug, the employee shall be suspended from all duties, without pay, until the Substance Abuse Professional has approved the employee's return to duty and the employee has tested negative. Should the employee refuse to participate in the rehabilitation program recommended by the Substance Abuse Professional, the Corporation will seek the employee's dismissal from employment in accordance with the collective bargaining agreement.

7.3.4 Simultaneous Positive Drug and Alcohol Tests: In the event an employee tests positive for use of a prohibited drug and is found to have an alcohol concentration of 0.02 or higher on the same test date, the first violation shall be for a positive drug test requiring the employee to be suspended from all duties, without pay, until the Substance Abuse Professional has approved the employee's return to duty and the employee has tested negative. The second violation would be for alcohol. If the violation was for an alcohol concentration of 0.04 or higher, the employee shall continue to be suspended from all duties, without pay, until thirty calendar days after the Substance Abuse Professional has approved the employee's return to duty and the employee has tested negative. Should the employee refuse to participate in the rehabilitation program recommended by the Substance Abuse Professional, the Corporation will seek the employee's dismissal from employment in accordance with the collective bargaining agreement.

7.4 Second Violation (within a 48-month period of First Violation):

7.4.1 If the first violation was for an alcohol concentration of 0.02 to 0.0399 and the second violation was for:

A. an alcohol concentration of 0.02 or higher but less than 0.04 within a forty-eight month period, the employee shall be suspended from all duties, without pay, until the start of the employee's next regularly scheduled duty period, but not less than twenty-four hours following the administration of the test.

B. an alcohol concentration of 0.04 or higher within a forty-eight month period, the employee shall be suspended from all duties, without pay, until thirty calendar days after the Substance Abuse Professional has approved the employee's return to duty and the employee has tested negative. Should the employee refuse to participate in the rehabilitation program recommended by the Substance Abuse Professional, the Corporation will seek the employee's dismissal from employment in accordance with the collective bargaining agreement.

C. a positive test for any prohibited drug(s) within a forty-eight month period, the Corporation will seek the employee's dismissal from employment in accordance with the collective bargaining agreement.

7.4.2 If the first violation was for an alcohol concentration of 0.04 or higher and the second violation was for:

A. an alcohol concentration of 0.02 or higher but less than 0.04 within a forty-eight month period, the employee shall be suspended from all duties, without pay, until the start of the employee's next regularly scheduled duty period, but not less than twenty-four hours following the administration of the test.

B. an alcohol concentration of 0.04 or higher within a forty-eight month period, the employee shall be suspended from all duties, without pay, until thirty calendar days after the Substance Abuse Professional has approved the employee's return to duty and the employee has

tested negative. Should the employee refuse to participate in the rehabilitation program recommended by the Substance Abuse Professional, the Corporation will seek the employee's dismissal from employment in accordance with the collective bargaining agreement.

C. a positive drug test for any prohibited drug(s) within a forty-eight month period, the Corporation will seek the employee's dismissal from employment in accordance with the collective bargaining agreement.

7.4.3 If the first violation was for a positive drug test for any prohibited drug(s) and the second violation was for:

A. an alcohol concentration of 0.02 or higher but less than 0.04 within a forty-eight month period, the employee shall be suspended from all duties, without pay, until the start of the employee's next regularly scheduled duty period, but not less than twenty-four hours following the administration of the test.

B. an alcohol concentration of 0.04 or higher within a forty-eight month period, the employee shall be suspended from all duties, without pay, until thirty calendar days after the Substance Abuse Professional has approved the employee's return to duty and the employee has tested negative. Should the employee refuse to participate in the rehabilitation program recommended by the Substance Abuse Professional, the Corporation will seek the employee's dismissal from employment in accordance with the collective bargaining agreement.

C. a positive drug test for any prohibited drug(s) within a forty-eight month period, the Corporation will seek the employee's dismissal from employment in accordance with the collective bargaining agreement.

7.5 Third Violation (within a 48-month period of First Violation):

7.5.1 The Corporation will seek the employee's dismissal from employment in accordance with the collective bargaining agreement for any third violation of the Alcohol and Drug Abuse in the Workplace Policy.

7.6 Refusal to Test:

7.6.1 Refusal to submit to an alcohol test will be treated the same as if the employee was tested and found to have an alcohol concentration of 0.04 or higher.

7.6.2 Refusal to submit to a drug test will be treated the same as if the employee was tested and found to have tested positive for prohibited drugs.

Section 8. Referral, Evaluation and Treatment

8.1 Designation of Substance Abuse Professional: The Corporation shall make available the name(s), address(es) and telephone number(s) of a Substance Abuse Professional for employee use. It will be the employee's responsibility to contact the Substance Abuse Professional.

8.2 Employee Assistance Program: The Corporation's existing Employee Assistance Program shall be available to employees.

8.3 Leave of Absence: Depending on an employee's attendance record and prior use of such benefits, a leave of absence without pay may be approved for treatment on an in-patient or out-patient basis with proper medical documentation. Nothing herein shall be construed to diminish any rights which may apply under the Americans With Disabilities Act, the Family and Medical Leave Act, or other relevant laws.

8.4 Return to Duty: Reinstatement to the employee's position or an equivalent position after completion of a rehabilitation program may only occur upon certification from the program that the employee has satisfactorily participated in the program and the program recommends return to regular assignment. The final decision as to whether to permit an employee to return to full duties in the employee's position or an equivalent position shall be made by the Director of Human Resource Management after consultation with the Substance Abuse Professional.

Section 9. Follow-up Testing

9.1 Frequency: In accordance with Federal regulations, the number and frequency of follow-up tests shall be as directed by the Substance Abuse Professional and consist of at least six unannounced tests in the first twelve months following the employee's return to duty involving a safety-sensitive function. The Corporation shall not impose follow-up testing beyond the first six tests unless the Substance Abuse Professional determines that such further testing is necessary for that particular employee. The total period of follow-up testing shall not in any event exceed sixty months from the date of the employee's return to duty.

9.2 Union Representation: During follow-up tests, the employee shall be advised that the employee may consult with a Union representative, as long as the Union representative can respond without causing a delay in the testing process. Reasonable efforts shall be made, without delaying the process, to assist the employee in contacting a Union representative.

Section 10. Savings Clause

10.1 In the event that any portion of this Memorandum of Agreement should be found to be invalid by a decision of a tribunal of competent jurisdiction, then such specific portion specified in such decision shall be of no force and effect, but the remainder of this Memorandum of Agreement shall continue in full force and effect, unless that would lead to unjust or impractical results.

10.2 Upon the issuance of such a decision, either party shall have the right immediately to reopen negotiations with respect to a substitute for such portion of this Memorandum of Agreement involved.

11. Execution of Agreement

IN WITNESS WHEREOF, the parties have caused this Memorandum of Agreement to be signed by their respective representatives on March 20, 2018.

THE CANAL CORPORATION
Lisa Wright

THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.
LOCAL 1000, AFSCME, AFL-CIO
Guy Dugas

SIDE LETTER AGREEMENT
ALCOHOL AND DRUG TESTING PROCEDURE
between
THE CIVIL SERVICE EMPLOYEES ASSOCIATION
and
THE NEW YORK STATE CANAL CORPORATION

With respect to Section 8.1, Designation of Substance Abuse Professional, after one year from the date of signing this agreement, the parties agree to review the language contained therein to determine whether the language should remain as written.

FOR THE CANAL CORPORATION:
Lisa Wright
Manager, Administrative Services

FOR CSEA:
Guy Dugas
Deputy Director, State Operations

Date: March 20, 2018

Date: March 20, 2018

APPENDIX 2

September 21, 2000

Mr. Guy Dugas
Deputy Director of Labor Relations
CSEA – Local 1000
143 Washington Avenue
Albany, NY 12224

Dear Mr. Dugas:

I am writing to confirm that we have agreed to apply the following interpretation to Article 9.1.7, Ten Year Service Award solely for the purpose of calculating the applicability of temporary or seasonal service:

Continuous service shall be broken so that no prior period or periods of employment shall be counted when an employee is separated from service except when an employee is terminated from temporary or seasonal employment and receives a permanent appointment within 30 calendar days.

Sincerely,
DEBORAH HASLUN
Director of Labor Relations
(518) 436-2979

APPENDIX 3

MEMORANDUM OF AGREEMENT
between
THE NEW YORK STATE CANAL CORPORATION
and
THE CIVIL SERVICE EMPLOYEES ASSOCIATION
for
DRUG AND ALCOHOL TESTING
pursuant to
UNITED STATES COAST GUARD REGULATIONS

In accordance with Section 204 of the New York State Public Employees' Fair Employment Act, the New York State Canal Corporation, hereinafter referred to as the "Corporation", and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, hereinafter referred to as the "Union", are parties to a collective bargaining agreement for the term March 20, 2018 – June 30, 2022 and do hereby agree to the following alcohol and drug testing procedure:

ALCOHOL AND DRUG TESTING PROCEDURE

Section 1. Compliance with Federal Regulations

1.1 Where applicable, the Corporation's United States Coast Guard Drug and Alcohol Testing Program shall be in compliance with and, unless mutually agreed to by the Parties, shall not exceed 49 CFR Part 40, 46 CFR Parts 4, 5 and 16 and 33 CFR Part 95, as they pertain to employees who are on board a vessel acting under the authority of a license, certificate of registry, or merchant mariner's document, whether or not the individual is a member of the vessel's crew or any crewmember who performs a safety sensitive function on board the vessel, including but not limited to line handling, steering the vessel, distributing life vests, or ensuring the safety of passengers.

Section 2. Random Testing

2.1 Random Drug Tests: The Corporation shall select employees for testing only through a computer-based random number generator utilizing employee social security numbers, payroll identification numbers, or other comparable identifying numbers. The Corporation shall not administer random drug testing, annually, to more than the required percentage of employees pursuant to the Federal Regulations.

2.2 Selection of Employees: Upon request, the Corporation shall provide the Union with a list of all employees who have been tested.

2.3 Union Observation: During random urine collection for drug testing, a Union representative shall be allowed to be present to observe the testing, subject to the consent of the individual to be tested. Reasonable efforts shall be made to notify the Union that a random test is about to occur.

Section 3. Reasonable Cause Testing

3.1 Determination for Reasonable Cause: In accordance with the Federal Regulations, the

decision to test for drugs and alcohol shall be made by a supervisor or agency official based on a reasonable and articulable belief that the covered employee is intoxicated and/or has used a dangerous drug. Where practicable, this belief should be based on observation of the individual by two persons in supervisory positions. The decision to test for drugs shall be based on direct observation of specific, contemporaneous physical, behavioral, performance indicators of probable use. The decision to test for alcohol intoxication shall include, but is not limited to direct observation of the employee's manner, disposition, speech, muscular movement, general appearance, or behavior.

3.2 Right to Representation: When the decision is made to test based on reasonable cause, the employee shall be advised that the employee may consult with legal counsel or a Union representative, as long as counsel or Union representation can respond without causing a delay in the testing process. Reasonable efforts shall be made, without delaying the process, to assist the employee in contacting legal counsel or a Union representative.

3.3 Statement of Basis for Reasonable Cause: When the decision is made to test based on reasonable cause, and to the extent practicable without delaying the testing process, the employee shall be given a verbal explanation of the basis for the reasonable cause which shall include a description of the conduct leading to the formation of reasonable cause. In the event the employee has requested the opportunity to consult with legal counsel or a Union representative, this explanation shall be made in the presence of the counsel or representative. In the event this cannot be done prior to testing without causing a delay, then it shall be done as soon as practicable thereafter.

3.4 Transportation Home: The Corporation will make arrangements to transport the employee home and the employee shall be suspended from all duties, without pay, until negative test results are received. Should the results of drug and alcohol testing be negative, the employee will be restored to full pay status retroactive to the date originally suspended.

3.5 Removal Based on Behavior or Appearance Alone: In the event no approved testing devices are available and an employee is removed from the employee's safety-sensitive function based on behavior and/or appearance alone, the employee shall be assigned to duties within the employee's job description which do not require the performance of safety-sensitive functions, or the employee shall be sent home without loss of pay or leave credits. The employee shall not be subjected to any disciplinary action.

Section 4. Serious Marine Incident/Post-Accident Testing

4.1 Right to Representation: When serious marine incident/post-accident testing is required, the employee shall be advised that the employee may consult with legal counsel or a Union representative, as long as counsel or Union representative can respond without causing a delay in the testing process. Reasonable efforts shall be made, without delaying the process, to assist the employee in contacting legal counsel or a Union representative.

Section 5. General Terms

5.1 Pay Status: An employee shall be paid for all time pertaining to an alcohol or drug test (except return to duty testing) including providing a sample and travel time to and from the test site. Such time shall be considered as time worked for the purpose of computing overtime and employee benefits.

5.2 Administrator of Test: The supervisor(s), including those designated to make determinations for reasonable cause of an employee who is to be tested, shall not administer the test.

5.3 Urinalysis: When visual observation of urination is required, the observer shall be of the same gender as the employee. In accordance with Federal regulations, the employee shall be permitted to be present to observe the sealing and tagging of the specimen containers.

5.4 Drugs to be Tested for: The Corporation shall comply with 49 CFR Part 40. as well as any amendments to the federal regulations regarding the presence of drugs upon which an employee may be tested. A specimen collected pursuant to 49 CFR 40 may not be used to conduct any other analysis or test not required by this regulation. Tests for prohibited drugs shall be performed only by urinalysis and shall be performed only by Department of Health and Human Services certified laboratories.

5.5 Request for Testing of Split Specimen: In the event the test result of the primary urine specimen is positive, the employee may request that the Medical Review Officer direct that the split specimen be tested in accordance with the procedures set forth in 49 CFR Part 40.

5.6 Alcohol Testing Devices: Test for alcohol shall only be conducted by a breath alcohol technician using an evidential breath testing device. Such device shall be approved by the National Highway Traffic Safety Administration and placed on the Conforming Products List of Evidential Breath Measurement Devices.

5.7 Required Tests: The Corporation shall provide written material that includes a description of alcohol and drug tests required to each covered employee which explains the requirements of the Federal Regulations as they pertain to pre-employment testing, serious marine incident/post-accident testing, random testing, reasonable cause testing, return to duty testing and follow-up testing.

5.8 Corporation Policy and Employee Notice: The Corporation shall promulgate a policy on Alcohol and Drug Abuse in the Workplace and shall provide a copy of the policy to each covered employee and the Union.

5.9 Employee Education: The Corporation shall provide educational material to each covered employee which explains the requirements of the Federal regulations, including, but not be limited to: (1) an overview of the program; (2) who is affected by the regulations; (3) conduct that is prohibited by the regulations; (4) what tests are required; (5) the requirement that an employee submit to alcohol and/or drug tests; (6) an explanation of what constitutes a refusal to test and the consequences; (7) the consequences of a positive test; (8) the requirement that an employee be removed immediately from safety-sensitive functions and the provisions for referral, evaluation and treatment; (9) the procedures to test for the presence of alcohol and/or prohibited drugs; (10) the effects of the misuse of alcohol and use of prohibited drugs and (11) the person designated by the Corporation to be contacted for questions and/or additional information. Except for pre-employment testing, such education shall be provided prior to any alcohol and/or drug testing.

5.10 Training of Supervisors: Supervisors designated to determine whether reasonable cause exists to require a covered employee to undergo alcohol and/or drug testing shall receive training on the physical, behavioral, speech and performance indicators of probable misuse of alcohol and/or use of prohibited drugs. Such training must be completed before the supervisor can qualify as a designated supervisor authorized to determine reasonable cause.

Section 6. Emergency Call-Out Procedure:

6.1 Prior to reporting for an emergency call-out, the employee shall have the opportunity to acknowledge the use of alcohol and the inability to perform the employee's safety related function. An employee who acknowledges the use of alcohol shall not be subjected to an alcohol test but may be subject to discipline for failure to be available for emergency call-out.

Section 7. Consequences of Testing Positive:

7.1 **Loudermill Rights:** An employee who has tested positive for alcohol misuse and/or prohibited drug use and, consequently, is prohibited from performing safety-sensitive functions, shall be given an explanation of the factual basis for the removal from performing safety-sensitive functions prior to being removed from the safety-sensitive function.

7.2 **Violations:** Each positive test is a violation of the Alcohol and Drug Abuse in the Workplace Policy. In addition, depending upon whether the employee holds a license, certificate of registry, or merchant mariner's document issued by the United States Coast Guard or is a crewmember as defined by the USCG, the nature of any prior violation(s) within a 48-month contiguous period, subsequent violations will have different consequences.

7.3 First Violation:

7.3.1 **Alcohol Test of .04 or higher:** In the event an employee is found to have an alcohol concentration of 0.04 or higher, the employee shall be suspended from all duties, without pay, until the Medical Review Officer has approved the employee's return to duty and the employee has tested negative. Should the employee refuse to participate in any rehabilitation program recommended by the Medical Review Officer, the Corporation will seek the employee's dismissal from employment in accordance with the collective bargaining agreement. Further, should the employee be required by the Corporation to possess a license, certificate of registry, or merchant mariner's document issued by the USCG and, as a result of the 0.04 or higher alcohol concentration, the USCG suspends or revokes such document, the Corporation will seek the employee's dismissal from employment in accordance with the collective bargaining agreement.

7.3.2 **Positive Drug Test:** In the event an employee tests positive for use of a prohibited drug, the employee shall be suspended from all duties, without pay, until the Medical Review Officer has approved the employee's return to duty and the employee has tested negative. Should the employee refuse to participate in the rehabilitation program recommended by the Medical Review Officer, the Corporation will seek the employee's dismissal from employment in accordance with the collective bargaining agreement. Further, should the employee be required by the Corporation to possess a license, certificate of registry, or merchant mariner's document issued by the USCG and, as a result of a positive test for use of a prohibited drug, the USCG suspends or revokes such document, the Corporation will seek the employee's dismissal from employment in accordance with the collective bargaining agreement.

7.3.3 **Simultaneous Positive Drug and Alcohol Tests:** In the event an employee tests positive for use of a prohibited drug and is found to have an alcohol concentration of 0.04 or higher on the same test date, the first violation shall be for a positive drug test requiring the employee be suspended from all duties, without pay, until the Medical Review Officer has approved the employee's return to duty and the employee has tested negative. The second violation would be for alcohol. The employee shall continue to be suspended from all duties, without pay, until thirty calendar days after the Medical Review Officer has approved the employee's return to duty and the employee has tested negative. Should the employee refuse to participate in any rehabilitation program recommended by the Medical Review Officer, the Corporation will

seek the employee's dismissal from employment in accordance with the collective bargaining agreement. Further, should the employee be required by the Corporation to possess a license, certificate of registry, or merchant mariner's document issued by the USCG and, as a result of the 0.04 or higher alcohol concentration or the positive drug test, the USCG suspends or revokes such document, the Corporation will seek the employee's dismissal from employment in accordance with the collective bargaining agreement.

7.4 Second Violation (within a 48-month period of First Violation):

7.4.1 If the first violation was for an alcohol concentration of 0.04 or higher and the second violation was for:

A. an alcohol concentration of 0.04 or higher within a forty-eight month period, the employee shall be suspended from all duties, without pay, until thirty calendar days after the Medical Review Officer has approved the employee's return to duty and the employee has tested negative. Should the employee refuse to participate in the rehabilitation program recommended by the Medical Review Officer, the Corporation will seek the employee's dismissal from employment in accordance with the collective bargaining agreement. Further, should the employee be required by the Corporation to possess a license, certificate of registry, or merchant mariner's document issued by the USCG and, as a result of the 0.04 or higher alcohol concentration, the USCG suspends or revokes such document, the Corporation will seek the employee's dismissal from employment in accordance with the collective bargaining agreement.

B. a positive test for any prohibited drug(s) within a forty-eight month period, the Corporation will seek the employee's dismissal from employment in accordance with the collective bargaining agreement.

7.4.2 If the first violation was for a positive drug test for any prohibited drug(s) and the second violation was for:

A. an alcohol concentration of 0.04 or higher within a forty-eight month period, the employee shall be suspended from all duties, without pay, until thirty calendar days after the Medical Review Officer has approved the employee's return to duty and the employee has tested negative. Should the employee refuse to participate in any rehabilitation program recommended by the Medical Review Officer, the Corporation will seek the employee's dismissal from employment in accordance with the collective bargaining agreement. Further, should the employee be required by the Corporation to possess a license, certificate of registry, or merchant mariner's document issued by the USCG and, as a result of the 0.04 or higher alcohol concentration, the USCG suspends or revokes such document, the Corporation will seek the employee's dismissal from employment in accordance with the collective bargaining agreement.

B. a positive drug test for any prohibited drug(s) within a forty-eight month period, the Corporation will seek the employee's dismissal from employment in accordance with the collective bargaining agreement.

7.5 Third Violation (within a 48-month period of First Violation):

7.5.1 The Corporation will seek the employee's dismissal from employment in accordance with the collective bargaining agreement for any third violation of the Alcohol and Drug Abuse in the Workplace Policy.

7.6 Refusal to Test:

7.6.1 Refusal to submit to an alcohol test will be treated the same as if the employee was tested and found to have an alcohol concentration of 0.04 or higher.

7.6.2 Refusal to submit to a drug test will be treated the same as if the employee was tested and found to have tested positive for prohibited drugs.

Section 8. Referral, Evaluation and Treatment

8.1 Designation of Substance Abuse Professional: The Corporation shall, if required by the Medical Review Officer, make available the name(s), address(es) and telephone number(s) of a Substance Abuse Professional for employee use. It will be the employee's responsibility, if required, to contact the Substance Abuse Professional.

8.2 Employee Assistance Program: The Corporation's existing Employee Assistance Program shall be available to employees.

8.3 Leave of Absence: Depending on an employee's attendance record and prior use of such benefits, a leave of absence without pay may be approved for treatment on an in-patient or out-patient basis with proper medical documentation. Nothing herein shall be construed to diminish any rights which may apply under the Americans with Disabilities Act, the Family and Medical Leave Act, or other relevant laws.

8.4 Return to Duty: Reinstatement to the employee's position or an equivalent position after completion of a rehabilitation program may only occur upon certification from the program that the employee has satisfactorily participated in the program and the program recommends return to regular assignment. The final decision as to reinstatement to the employee's position or an equivalent position shall be made by the Director of Human Resource Management after consultation with the Medical Review Officer.

Section 9. Follow-up Testing

9.1 Frequency: In accordance with Federal Regulations, the number and frequency of follow-up tests shall be as directed by the Medical Review Officer and consist of increased, unannounced testing for a period as determined by the Medical Review Officer of up to sixty months following the employee's return to duty. The Corporation shall not impose follow-up testing unless the Medical Review Officer determines that such further testing is necessary for that particular employee. The total period of follow-up testing shall not in any event exceed sixty months from the date of the employee's return to duty.

9.2 Union Representation: During follow-up tests, the employee shall be advised that the employee may consult with a Union representative, as long as the Union representative can respond without causing a delay in the testing process. Reasonable efforts shall be made, without delaying the process, to assist the employee in contacting a Union representative.

Section 10. Savings Clause

10.1 In the event that any portion of this Agreement should be found to be invalid by a decision of a tribunal of competent jurisdiction, then such specific portion specified in such decision shall be of no force and effect, but the remainder of this Agreement shall continue in full force and effect, unless that would lead to unjust or impractical results.

10.2 Upon the issuance of such a decision, either party shall have the right immediately to reopen negotiations with respect to a substitute for such portion of this agreement involved.

Section 11. Canal Corporation USCG Drug and Alcohol Testing Pool List

11.1 The Canal Corporation agrees to provide the list of titles in the Canal Corporation USCG Drug and Alcohol Testing Pool for informational purposes only. CSEA retains the right to challenge a managerial decision made pursuant to Article 2.1 of the Collective Bargaining Agreement utilizing the parties' Grievance and Arbitration provisions contained in Article 5.1 of the Unit III Agreement.

Section 12. Dispute Resolution

12.1 Disputes regarding the application of terms of this Memorandum of Agreement shall be resolved in accordance with Article 5.1 of the Collective Bargaining Agreement.

Section 13. Execution of Agreement

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective representatives on March 20, 2018.

THE CANAL CORPORATION
Lisa Wright
Manager, Administrative Services

THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.
LOCAL 1000, AFSCME, AFL-CIO
Guy Dugas
Deputy Director, State Operations

APPENDIX 4

MEMORANDUM OF UNDERSTANDING

New York State Canal Corporation

And

The Civil Service Employees Association, Inc.
Local 1000, AFSCME, AFL-CIO

This Memorandum of Understanding shall apply to Canal Corporation employees in titles including Tug Captain, Tender Captain (not seasonals) and Derrick Boat Masters, which require periodic renewal of a U.S. Merchant Mariner credential pursuant to Title 46 Code of Federal Regulations Part 10 and 12 to perform their job duties.

This Memorandum of Understanding shall also apply to the above titled Canal Corporation employees who are required to obtain/renew Transportation Worker Identification Credentials pursuant to the Maritime Transportation Act.

1. If such employees are required to make a personal appearance in order to have their fingerprints taken and to provide verification of their required identification as part of a U.S. Merchant Mariner credential renewal process, they shall:
 - a. Notify the Floating Plant Supervisor once they have been advised by the U.S. Coast Guard Regional Examination Center that his or her Merchant Mariner credential renewal paperwork is in order and that the employee now must be fingerprinted and have their required personal identification documents verified. Upon notification of the need to be fingerprinted and have their identification verified, the Floating Plant Supervisor will notify the Director of Marine Operations who will make arrangements with the U.S. Coast Guard for the fingerprinting and identification verification to take place at the closest available location to the employee's work unit for the U.S. Coast Guard. The Corporation will then provide the employee with a Corporation vehicle to travel to the designated fingerprinting location and the employee will be granted up to one day of time off without charge to have the fingerprinting and identification verification conducted by Coast Guard personnel. Should an employee use their personal vehicle to travel to the fingerprinting location there will be no provision for payment of mileage. In addition, there will be no overtime authorized for travel to the designated fingerprinting location nor will overnight travel reimbursement be authorized. Further, if more than one employee from the same work location is to be fingerprinted on the same day, employees will travel in the same Corporation vehicle.
2. The Canal Corporation agrees to reimburse the employees listed in the attached table, for mileage incurred as noted and reimburse them for up to one day of leave accruals charged for time spent traveling to the USCG station indicated to have their license documents verified and fingerprints taken. Employees must complete a Travel Voucher to obtain reimbursement and indicate on the voucher the dates and times of travel, as well as the other required information for payment and restoration of up to one day of leave where appropriate.
3. The terms of this Memorandum of Understanding shall take effect upon the signing of both parties.

Deborah Haslun
For the Canal Corporation
5/01/07

Guy Dugas
For CSEA, Inc.
4/27/07