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Title: New York State Thruway Authority and New York State Thruway Professional Supervisory and Technical Employees, CSEA, Local 1000 AFSCME, AFL-CIO, Local 858 (2009)

Employer Name: New York State Thruway Authority

Union: New York State Thruway Professional Supervisory and Technical Employees, CSEA, AFSCME, AFL-CIO

Local: 1000, 858

Effective Date: 03/20/09

Expiration Date: 06/30/12

PERB ID Number: 7251

Unit Size: 500

Number of Pages: 98

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**AGREEMENT BETWEEN
NEW YORK STATE
THRUWAY AUTHORITY**

AND

**THE CIVIL SERVICE
EMPLOYEES ASSOCIATION
LOCAL 1000 AFSCME, AFL-CIO
LOCAL 058, NYS THRUWAY PROFESSIONAL,
SUPERVISORY AND TECHNICAL
EMPLOYEES**



Local 1000 AFSCME, AFL-CIO

NEGOTIATING UNIT II

March 20, 2009 — 6/30/12

**RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

JUL 21 2009

ADMINISTRATION

500

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**AGREEMENT BETWEEN
NEW YORK STATE THRUWAY AUTHORITY
and
THE CIVIL SERVICE EMPLOYEES ASSOCIATION
LOCAL 1000 AFSCME, AFL-CIO,
LOCAL 058, NYS THRUWAY PROFESSIONAL,
SUPERVISORY AND TECHNICAL EMPLOYEES**

Agreement made as of the 20th day of March, 2009 by and between the New York State Thruway Authority (hereinafter referred to as the "Authority") and the Civil Service Employees Association, Local 1000 AFSCME, AFL-CIO (hereinafter referred to as the "CSEA"), acting as the duly certified collective negotiating representative of all employees in the following titles who comprise Negotiating Unit II of the employees of the Authority excepting those temporarily appointed or promoted from outside this Negotiating Unit, but including those employees in this unit who have been temporarily appointed or promoted to titles assigned to another negotiating unit:

Accountant Trainee 1
Accountant Trainee 2
Administrative Analyst Trainee 1
Administrative Analyst Trainee 2
Administrative Assistant
Administrative Assistant Trainee 1
Administrative Assistant Trainee 2
Agency Quality Management Specialist 1
Artist Designer 1
ARTIST DESIGNER 2
Artist Designer 3
Assistant Architect
ASSISTANT INVESTMENT OFFICER
Assistant Purchasing Agent
Assistant Right of Way Agent
Assistant Soils Engineer
Assistant Thruway Stores Supervisor
Assistant Traffic Supervisor
Assistant Traffic Supervisor Trainee 1
Assistant Traffic Supervisor Trainee 2
Associate Accountant
Associate Administrative Analyst
Associate Auditor
Associate Budgeting Analyst
Associate Computer Programmer/Analyst
Associate Public Information Specialist
Bridge Maintenance Supervisor 1
Bridge Maintenance Supervisor 2
Bridge Maintenance Supervisor 3
Budgeting Analyst Trainee 1
Budgeting Analyst Trainee 2
Building Maintenance Supervisor 1
Building Maintenance Supervisor 2
Cash Management Analyst
Chief Computer Operator

Civil Engineer 1
Civil Engineer 1 (Traffic)
Civil Engineer 2
Civil Engineer 2 (Traffic)
Civil Engineer 3
Code Compliance Specialist 1
Computer Programmer/Analyst
Computer Programmer/Analyst Trainee
Computer Systems Programmer 1
Data Base Programmer/Analyst 1
Data Base Programmer/Analyst 2
Data Communications Specialist 1
Division Maintenance Supervisor 1
Division Maintenance Supervisor 2
Engineering Geologist 2
Engineering Geologist 3
Environmental Engineer 2
Environmental Engineer 3
ENVIRONMENTAL SPECIALIST 1
Environmental Specialist 2
ENVIRONMENTAL SPECIALIST 3
Head Account Clerk
Head Mail and Supply Clerk
Information Processing Trainer
Information Technology Specialist 1
Information Technology Specialist 1 Programming
Information Technology Specialist 2
Information Technology Specialist 2 Programming
INFORMATION TECHNOLOGY SPECIALIST 3
INFORMATION TECHNOLOGY SPECIALIST 3 DATABASE
INFORMATION TECHNOLOGY SPEC. 3 DATA COMMUNICATIONS
INFORMATION TECHNOLOGY SPECIALIST 3 PROGRAMMING
INFORMATION TECHNOLOGY SPECIALIST 3 SYSTEMS PROG.
INFORMATION TECHNOLOGY SPECIALIST 4 DATABASE
INFORMATION TECHNOLOGY SPECIALIST 4 SYSTEMS PROG.
Junior Architect
Junior Engineer
Land Surveyor
Legal Assistant 1
Legal Assistant 2
Legal Assistant Trainee 1
Legal Assistant Trainee 2
Manager Business Development
Mapping Technologist 3
MATERIALS TEST SPECIALIST 1
Motor Equipment Maintenance Supervisor 1
Motor Equipment Maintenance Supervisor 2
Multimedia Production Program Specialist 1
Payroll Clerk 3
Payroll Clerk 4
PAYROLL EXAMINER 2
PAYROLL EXAMINER 3
Photographer 3
Principal Account Clerk
Principal Audit Clerk

Principal Clerk
PRINCIPLE STORES CLERK
Principal Drafting Technician (Architectural)
Principal Drafting Technician (General)
Principal Drafting Technician (Structures)
Principal Engineering Technician
Principal Offset Printing Machine Operator
Principal Thruway Storekeeper
PROJECT MANAGER 1
PROJECT MANAGER 2
Public Information Specialist
Purchase Specifications Assistant
Purchasing Agent
PURCHASING AGENT TRAINEE
Purchasing Officer 1
Purchasing Officer 2
Purchasing Officer Trainee 1
Purchasing Officer Trainee 2
REAL ESTATE SPECIALIST 1
Real Estate Specialist 2
Section Maintenance Supervisor 1
Section Maintenance Supervisor 2
Senior Accountant
Senior Administrative Analyst
Senior Architect
Senior Budgeting Analyst
Senior Building Electrical Engineer
Senior Building Maintenance Assistant
Senior Computer Programmer/Analyst
Senior Industrial Hygienist
Senior Internal Auditor
Senior Landscape Architect
Senior Public Information Specialist
Senior Radio Dispatcher
Senior Thruway Maintenance Specialist
Senior Thruway Purchase Specifications Writer
Senior Training Technician (Toll Operations)
Senior Transportation Analyst
Service Area Representative
Service Area Representative Trainee 1
Service Area Representative Trainee 2
Sign Shop Supervisor 1
SIGN SHOP SUPERVISOR 2
SUPERVISING ACCOUNTANT
Supervising Bridge Painter 1
Supervising Bridge Painter 2
Supervising Computer Operator
Supervising Janitor
Supervising Service Area Representative
Telecommunications Analyst 1
Telecommunications Analyst 3
Thruway Claims Adjuster
Thruway Commercial Representative
Thruway Maintenance Specialist
Thruway Stores Supervisor
Toll Equipment Maintenance Supervisor 1
Toll Equipment Maintenance Supervisor 2
Toll Plaza Manager 1

Toll Plaza Manager 2
Toll Plaza Manager 3
Traffic Supervisor
Transportation Analyst
Transportation Contracts Analyst 1
TRANSPORTATION CONTRACTS ANALYST 2
Travel Promotion Agent

ARTICLE I
Statement of Joint Purpose

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

ARTICLE II
Recognition

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

ARTICLE III
Term of Agreement

The term of this Agreement will be from the date hereof through JUNE 30, 2012.

The parties agree the negotiations for a new Agreement will commence prior to JULY 1, 2012 and that either party can declare an impasse one month after the beginning of the negotiations if by then the parties have failed to reach agreement.

ARTICLE IV
Payroll Deductions for Dues, Insurance, Credit Union, Direct Deposit, Flexible Spending Accounts, College Savings Plan, Individual Retirement Account, Deferred Compensation and PEOPLE.

A. The Authority agrees to continue to honor, for CSEA membership only, individual written authorizations for the payroll deduction of: membership dues; payments to any State Employees Federal Credit Union; an individual retirement account specified by CSEA Local 058; a Deferred Compensation Plan specified by CSEA Local 058;

premiums for group life, automobile and homeowners insurance for two insurance companies designated by CSEA Local 058; and PEOPLE (Public Employees Organized To Promote Legislative Equality) in accordance with applicable statutes. Authorizations may be filed or withdrawn at any time by an employee upon written notice to the Thruway Authority's Chief Financial Officer in accordance with regulations promulgated by the said Officer.

IV.B. The Authority 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.

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

D. The Authority will offer to employees the opportunity to participate in the Flex Spending Account Program.

E. The Authority will provide employees with a Pre-Tax Contribution Program for Health Insurance deductions.

F. Specific information regarding special payments will be described with its amount and will appear on the payroll check stub/advice.

**ARTICLE V
Employee Organization Rights**

A. Employee-Management Meetings

The Authority agrees to meet periodically with representatives of the Local for employees in this Negotiating Unit to discuss matters of mutual interest. Such meetings will be held so far as practicable during working hours and will include not more than five Authority employees as representatives of such Local, who will be granted leave with pay for this purpose. Employees working other than the II Shift will be granted compensatory time off with pay during their shift including actual and necessary travel time not to exceed six and one-half hours each way.

**V.B. Information to CSEA Concerning Employees in this
Negotiating Unit**

The Authority agrees to furnish CSEA, semi-annually, with the names, home address, title, position number and employee identification number of each employee in this Negotiating Unit. **WHENEVER AN EMPLOYEE LEAVES THE BARGAINING UNIT, THE AUTHORITY SHALL PROVIDE THE REASON (I.E. RESIGNATION, RETIREMENT, PROMOTION, ETC.) IN REPORT FORM TO LOCAL 058 ON A BI-WEEKLY BASIS TO THE EXTENT IT IS TECHNOLOGICALLY FEASIBLE.** The Authority further agrees to furnish CSEA the following information biweekly on a change card basis, such cards to be supplied by CSEA, for members and non-members:

**Negotiating Unit
First Initial
Middle Initial
Last Name
Street
City
State
Department
Position Number
Employee ID Number
CSEA Dues/Agency Shop Fees Deduction
Life Insurance Deduction
Accident and Health Insurance Deduction
Supplemental Insurance Deduction
Automobile-Homeowners Insurance Deduction
Social Security Number
Zip Code**

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

**C. Employees to be Furnished Copies of this
Agreement**

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

V.D. Leave With Pay for CSEA Purposes

- 1. The Authority agrees to grant not more than a total of 400 hours of Employee Organizational Leave With Pay per calendar year only to employees in this Negotiating Unit who are: (i) Statewide officers, members of the Board of Directors or official delegates and alternates of the Local comprising this Negotiating Unit, to attend meetings or conventions of the Statewide CSEA; and (ii) members of the Board of Directors of the said Local for this Negotiating Unit to attend meetings of the said Board of Directors, including installation of officers of said Local, and the President, Secretary and Treasurer of the said Local to attend to the duties pertaining to these offices. In addition, should the Chairperson of the Special Authorities Committee of CSEA or the Representative of the State CSEA Board of Directors be an Authority employee in this Negotiating Unit, the employee or employees will be granted not more than a total of 140 hours of Employee Organizational Leave With Pay per calendar year, subject to the provisions of subdivision 2. hereof to attend to the duties pertaining to the office.**

- 2. CSEA agrees to inform the Authority within 60 days of the date of this Agreement of the identity of those employees who are officers or members of the Board of Directors of the Statewide CSEA or the Chairperson of any Statewide Standing Committee, and those who are official delegates and alternates or members of the Boards of Directors of the Local comprising this Negotiating Unit, and within 60 days thereof of any changes occurring among the said officers, directors, chairpersons, delegates and alternates.**

CSEA further agrees to inform the Authority at least two working days in advance, as practicable, of the date on which any of the aforementioned meetings or conventions are scheduled to be held and the names of those employees in this Negotiating Unit designated to attend.

Employees eligible for Employee Organizational Leave With Pay are required to apply to their supervisors for such leave by submitting an application for such leave on the form provided by the Authority at least two working days in advance, if practicable, of the meeting or convention for which such leave is requested.

- V.D. 3. Employee Organizational Leave With Pay will be granted by the Authority subject to the foregoing conditions and the determination that an eligible employee requesting such leave can be released from duty without impairing Authority operations.

E. Leave With Pay for Negotiations and Pre negotiations

The Authority agrees to grant Employee Organizational Leave With Pay to not more than six employees of the Authority in this Negotiating Unit designated by CSEA for collective negotiating meetings (which includes actual and necessary travel time not to exceed six and one-half hours each way) with the Authority which take place at any time during a calendar day on which the employee is regularly scheduled to work.

The parties agree to endeavor to schedule such negotiating meetings at times when no employee representative is scheduled to work the I Shift on the day of the meeting or the following day. If such conflict cannot be avoided, the Authority agrees to grant such employee representative Employee Organizational Leave With Pay for both such days.

The Authority also agrees to grant not more than 480 work hours of Employee Organizational Leave With Pay per contract period, only to Authority employees in this Negotiating Unit designated by CSEA to participate in prenegotiating meetings (which includes actual and necessary travel time not to exceed six and one-half hours each way) held prior to the opening of negotiating sessions specified in Article III to determine the wishes of the Unit concerning improvements sought.

Employee Organizational Leave With Pay for the aforementioned purposes will be granted by the Authority subject to the conditions specified in Paragraph D. 2. above except that the time periods specified shall be at least 24 hours in advance of such negotiating or prenegotiating meetings. In the event a negotiating or

prenegotiating meeting is held on an employee representative's scheduled day off, Monday through Sunday, such employee representative will be granted compensatory time off. For the purposes of this Paragraph E. only, a shift beginning at 11:00 p.m. shall be considered as being in the next succeeding calendar day.

V.F. Use of Authority Facilities for CSEA Meetings

The Authority agrees to grant permission to CSEA to use appropriate Authority facilities for meetings of employees in this Negotiating Unit, subject to the availability and security of suitable space and in accordance with standards to be developed by the Authority.

CSEA agrees to reimburse the Authority for all incremental costs and expenses incurred by the Authority in connection with such permission and/or as a result of such meetings.

G. Access by Authority Employee to CSEA Representatives

The Authority agrees to grant employees in this Negotiating Unit reasonable access during working hours to CSEA representatives to discuss grievances as provided in the Grievance Procedure set forth in Article XIV of this Agreement, and for such representatives to explain CSEA membership, services and programs. During a challenge, however, access to explain CSEA membership, services and programs will be permitted only to CSEA Staff representatives. Any such arrangements must insure that such access be with the permission of the appropriate supervisor, consistent with safe and efficient conduct of Authority operations, not interfere with work duties or work performance and not extend to meetings with employees while at work in toll booths, or on the highway, interchange ramps, or bridges. Such consultations, except to discuss grievances, are not to exceed 15 minutes per employee per month, and are not to exceed an average of 10% per month of the employees in the work unit to which access is sought.

H. Agency Shop

1. Employees have the right to join, not join, maintain or cancel their membership in the CSEA at any time. Neither the Authority nor the CSEA shall exert any pressure upon an employee to join or not join the CSEA.

- V.H. 2. The CSEA is required to represent all employees in this bargaining unit fairly and equally.
3. In accordance with Civil Service Law, Section 208, the Authority agrees to deduct from the employees' salaries who are not members of the CSEA, an amount of money equal to the regular and usual dues that are paid by employees in the bargaining unit who are members of the CSEA. These deductions will be effective as soon as possible after appointment.

I. Bulletin Boards

The Authority agrees to provide locked bulletin boards for the exclusive use of CSEA at each permanent work location where such boards are presently provided and to which employees in the Negotiating Unit are assigned. CSEA agrees not to post on such bulletin boards any material which, in the opinion of the Authority, is defamatory, obscene, scandalous or scurrilous.

J. Copy of Publications

The final version of all procedures, bulletins, instructions, directives and policy statements which affect employees in this Negotiating Unit and which are created to implement this Agreement shall be given to the President of Local 058 eight work days prior to publication. The Local President shall have eight work days in which to make a written response. If the Authority has not received a written comment from the Local President by the end of the eight work day period, the document will be published as written.

K. Labor/Management Committees

The parties agree to establish a joint Labor/Management Committee to discuss the concept and impact of the establishment of Maintenance night crews.

The parties agree to establish a joint Labor/Management Committee to discuss the concept and impact of integrating Bridge and Highway crews.

The parties also agree to establish a joint labor/management committee to discuss technological advances at the Authority.

**ARTICLE VI
Management Responsibilities**

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

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

**ARTICLE VII
Association Responsibilities**

CSEA agrees that it does not assert the right to strike against the Authority, to assist or participate in any such strike, or to impose any obligation to conduct, assist or participate in such a strike. CSEA further agrees that it will not interfere with, restrain or coerce an Authority employee in the exercise of the rights of the employee to form, join and participate in, or to refrain from forming, joining or participating in any employee organization of their own choosing or to cause or attempt to cause, the Authority to do so. CSEA further agrees that it will not participate in or induce an Authority employee to participate in secondary

boycott, secondary recognition or hot cargo activities or wrongful recognition picketing.

**ARTICLE VIII
Salaries and Salary Benefits**

A. Salary

1. **RETROACTIVE TO THE PAYROLL PERIOD THAT INCLUDES JULY 1, 2008, THE BASIC ANNUAL SALARY OF EMPLOYEES IN THIS NEGOTIATING UNIT ON THAT DATE OR THEREAFTER WILL BE INCREASED BY 3.0%. EFFECTIVE THE PAYROLL PERIOD THAT INCLUDES JULY 1, 2009 THE BASIC ANNUAL SALARY WILL BE INCREASED BY 3.0%. EFFECTIVE THE PAYROLL PERIOD THAT INCLUDES JULY 1, 2010 THE BASIC ANNUAL SALARY WILL BE INCREASED BY 3.0%. EFFECTIVE THE PAYROLL PERIOD THAT INCLUDES JULY 1, 2011, THE BASIC ANNUAL SALARY WILL BE INCREASED BY 4.0%. THE GENERAL SALARY INCREASES WILL BE APPLIED TO THE SALARY SCHEDULES.**

2. **Retirees and employees who were promoted or transferred to another Negotiating Unit or to a Management/Confidential position, from JULY 1, 2008 to NOVEMBER 19, 2008, are eligible for retroactive monies due them for their service in Unit II. SUCH GENERAL SALARY INCREASE RETROACTIVITY ALSO APPLIES TO OVERTIME AND OUT-OF-TITLE EARNINGS. EMPLOYEES WHO ARE TERMINATED OR RESIGN PRIOR TO NOVEMBER 19, 2008 WILL NOT BE ELIGIBLE FOR SUCH MONIES. EMPLOYEES NOT IN PAY STATUS AT THE TIME OF ANY RETROACTIVE SALARY PAYMENTS WILL RECEIVE ANY RETROACTIVE MONIES DUE IN THE FIRST PAY CHECK UPON THEIR RETURN TO WORK.**

3. **As soon as technologically feasible, overtime and salary checks will be combined into one check.**

VIII.B. Experience Payments

1. Experience payments or partial experience payments shall be credited to the full extent thereof and in the same manner as "increments and partial increments" were heretofore credited. Such experience payments or partial experience payments shall be credited as of the payroll period closest to the close of business June 30 of each year.
2. The annual period for determination of satisfactory service shall commence as of July 1 of each year.

C. Full Minimum Salary Increase Upon Promotion

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

D. Salary Schedules

1. The following salary schedules reflect the general salary increases provided in Article VIII A. 1.:

Unit II Salary Schedule
Effective 06/26/08

<u>Salary Grade</u>	<u>Experience Payment</u>	<u>Hiring Rate (1)</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>First (2) Longevity</u>	<u>Second (3) Longevity</u>	<u>Third (4) Longevity</u>
8	1,501	26,345	29,688	32,028	33,483	34,939	36,393	37,755	39,301	40,755	42,699
11	1,778	31,114	35,092	37,878	39,611	41,344	43,074	44,698	46,537	48,270	50,001
12	1,864	32,802	36,979	39,894	41,712	43,530	45,346	47,048	48,979	50,795	52,614
13	1,959	34,688	39,091	42,157	44,074	45,987	47,904	49,700	51,736	53,651	55,566
14	2,051	36,677	41,297	44,500	46,506	48,513	50,516	52,394	54,529	56,533	58,537
15	2,143	38,750	43,599	46,948	49,048	51,146	53,246	55,212	57,445	59,545	61,643
16	2,253	40,883	45,980	49,495	51,704	53,913	56,123	58,189	60,539	62,749	64,959
17	2,359	43,179	48,537	52,220	54,539	56,855	59,170	61,337	63,802	66,123	68,437
18	2,479	45,610	51,249	55,114	57,553	59,992	62,429	64,709	67,307	69,744	72,183
19	2,599	48,065	53,984	58,034	60,591	63,146	65,706	68,094	70,817	73,375	75,932
20	2,721	50,513	56,717	60,948	63,629	66,307	68,985	71,485	74,341	77,019	79,697
21	2,847	53,191	59,689	64,112	66,916	69,721	72,522	75,141	78,128	80,929	83,735
22	2,976	56,026	62,844	67,473	70,411	73,346	76,282	79,023	82,155	85,090	88,028
23	3,115	58,965	66,107	70,946	74,020	77,092	80,165	83,034	86,313	89,386	92,457
24	3,246	62,095	69,569	74,610	77,815	81,022	84,229	87,221	90,642	93,848	97,055
25	3,397	65,503	73,343	78,620	81,979	85,339	88,697	91,828	95,414	98,773	102,133
26	3,546	68,955	77,167	82,673	86,184	89,693	93,206	96,477	100,227	103,739	107,246
27	3,700	72,653	81,243	86,985	90,648	94,313	97,978	101,391	105,305	108,969	112,634

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

Unit II Salary Schedule
Effective 06/25/09

<u>Salary Grade</u>	<u>Experience Payment</u>	<u>Hiring Rate (1)</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>First (2) Longevity</u>	<u>Second (3) Longevity</u>	<u>Third (4) Longevity</u>
8	1,546	27,135	30,579	32,989	34,487	35,987	37,485	38,888	40,480	41,978	43,980
11	1,831	32,047	36,145	39,014	40,799	42,584	44,366	46,039	47,933	49,718	51,501
12	1,920	33,786	38,088	41,091	42,963	44,836	46,706	48,459	50,448	52,319	54,192
13	2,018	35,729	40,264	43,422	45,396	47,367	49,341	51,191	53,288	55,261	57,233
14	2,113	37,777	42,536	45,835	47,901	49,968	52,031	53,966	56,165	58,229	60,293
15	2,207	39,913	44,907	48,356	50,519	52,680	54,843	56,868	59,168	61,331	63,492
16	2,321	42,109	47,359	50,980	53,255	55,530	57,807	59,935	62,355	64,631	66,908
17	2,430	44,474	49,993	53,787	56,175	58,561	60,945	63,177	65,716	68,107	70,490
18	2,553	46,978	52,786	56,767	59,280	61,792	64,302	66,650	69,326	71,836	74,348
19	2,677	49,507	55,604	59,775	62,409	65,040	67,677	70,137	72,942	75,576	78,210
20	2,803	52,028	58,419	62,776	65,538	68,296	71,055	73,630	76,571	79,330	82,088
21	2,932	54,787	61,480	66,035	68,923	71,813	74,698	77,395	80,472	83,357	86,247
22	3,065	57,707	64,729	69,497	72,523	75,546	78,570	81,394	84,620	87,643	90,669
23	3,208	60,734	68,090	73,074	76,241	79,405	82,570	85,525	88,902	92,068	95,231
24	3,343	63,958	71,656	76,848	80,149	83,453	86,756	89,838	93,361	96,663	99,967
25	3,499	67,468	75,543	80,979	84,438	87,899	91,358	94,583	98,276	101,736	105,197
26	3,652	71,024	79,482	85,153	88,770	92,384	96,002	99,371	103,234	106,851	110,463
27	3,811	74,833	83,680	89,595	93,367	97,142	100,917	104,433	108,464	112,238	116,013

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

Unit II Salary Schedule
Effective 06/24/10

<u>Salary Grade</u>	<u>Experience Payment</u>	<u>Hiring Rate (1)</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>First (2) Longevity</u>	<u>Second (3) Longevity</u>	<u>Third (4) Longevity</u>
8	1,592	27,949	31,496	33,979	35,522	37,067	38,610	40,055	41,694	43,237	45,299
11	1,886	33,008	37,229	40,184	42,023	43,862	45,697	47,420	49,371	51,210	53,046
12	1,978	34,800	39,231	42,324	44,252	46,181	48,107	49,913	51,961	53,889	55,818
13	2,079	36,801	41,472	44,725	46,758	48,788	50,821	52,727	54,887	56,919	58,950
14	2,176	38,910	43,812	47,210	49,338	51,467	53,592	55,585	57,850	59,976	62,102
15	2,273	41,110	46,254	49,807	52,035	54,260	56,488	58,574	60,943	63,171	65,397
16	2,391	43,372	48,780	52,509	54,853	57,196	59,541	61,733	64,226	66,570	68,915
17	2,503	45,808	51,493	55,401	57,860	60,318	62,773	65,072	67,687	70,150	72,605
18	2,630	48,387	54,370	58,470	61,058	63,646	66,231	68,650	71,406	73,991	76,578
19	2,757	50,992	57,272	61,568	64,281	66,991	69,707	72,241	75,130	77,843	80,556
20	2,887	53,589	60,172	64,659	67,504	70,345	73,187	75,839	78,868	81,710	84,551
21	3,020	56,431	63,324	68,016	70,991	73,967	76,939	79,717	82,886	85,858	88,834
22	3,157	59,438	66,671	71,582	74,699	77,812	80,927	83,836	87,159	90,272	93,389
23	3,304	62,556	70,133	75,266	78,528	81,787	85,047	88,091	91,569	94,830	98,088
24	3,443	65,877	73,806	79,153	82,553	85,957	89,359	92,533	96,162	99,563	102,966
25	3,604	69,492	77,809	83,408	86,971	90,536	94,099	97,420	101,224	104,788	108,353
26	3,762	73,155	81,866	87,708	91,433	95,156	98,882	102,352	106,331	110,057	113,777
27	3,925	77,078	86,190	92,283	96,168	100,056	103,945	107,566	111,718	115,605	119,493

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

Unit II Salary Schedule
Effective 06/23/11

<u>Salary Grade</u>	<u>Experience Payment</u>	<u>Hiring Rate (1)</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>First (2) Longevity</u>	<u>Second (3) Longevity</u>	<u>Third (4) Longevity</u>
8	1,656	29,067	32,756	35,338	36,943	38,550	40,154	41,657	43,362	44,966	47,111
11	1,961	34,328	38,718	41,791	43,704	45,616	47,525	49,317	51,346	53,258	55,168
12	2,057	36,192	40,800	44,017	46,022	48,028	50,031	51,910	54,039	56,045	58,051
13	2,162	38,273	43,131	46,514	48,628	50,740	52,854	54,836	57,082	59,196	61,308
14	2,263	40,466	45,564	49,098	51,312	53,526	55,736	57,808	60,164	62,375	64,586
15	2,364	42,754	48,104	51,799	54,116	56,430	58,748	60,917	63,381	65,698	68,013
16	2,487	45,107	50,731	54,609	57,047	59,484	61,923	64,202	66,795	69,233	71,672
17	2,603	47,640	53,553	57,617	60,174	62,731	65,284	67,675	70,394	72,956	75,509
18	2,735	50,322	56,545	60,809	63,500	66,192	68,880	71,396	74,262	76,951	79,641
19	2,867	53,032	59,563	64,031	66,852	69,671	72,495	75,131	78,135	80,957	83,778
20	3,002	55,733	62,579	67,245	70,204	73,159	76,114	78,873	82,023	84,978	87,933
21	3,141	58,688	65,857	70,737	73,831	76,926	80,017	82,906	86,201	89,292	92,387
22	3,283	61,816	69,338	74,445	77,687	80,924	84,164	87,189	90,645	93,883	97,125
23	3,436	65,058	72,938	78,277	81,669	85,058	88,449	91,615	95,232	98,623	102,012
24	3,581	68,512	76,758	82,319	85,855	89,395	92,933	96,234	100,008	103,546	107,085
25	3,748	72,272	80,921	86,744	90,450	94,157	97,863	101,317	105,273	108,980	112,687
26	3,912	76,081	85,141	91,216	95,090	98,962	102,837	106,446	110,584	114,459	118,328
27	4,082	80,161	89,638	95,974	100,015	104,058	108,103	111,869	116,187	120,229	124,273

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

NEW YORK STATE THRUWAY AUTHORITY
UNIT II TRAINEE SALARY SCHEDULE

<u>TITLE</u>	<u>06/26/08</u>	<u>06/25/09</u>	<u>06/24/10</u>	<u>06/23/11</u>
Accountant Tr. 1	36,677	37,777	38,910	40,466
Accountant Tr. 2	40,883	42,109	43,372	45,107
Administrative Analyst Tr. 1	34,688	35,729	36,801	38,273
Administrative Analyst Tr. 2	36,677	37,777	38,910	40,466
Administrative Assistant Tr. 1	34,688	35,729	36,801	38,273
Administrative Assistant Tr. 2	36,677	37,777	38,910	40,466
Assistant Traffic Super Tr. 1	38,750	39,913	41,110	42,754
Assistant Traffic Super Tr. 2	40,883	42,109	43,372	45,107
Budgeting Analyst Tr. 1	34,688	35,729	36,801	38,273
Budgeting Analyst Tr. 2	36,677	37,777	38,910	40,466
Computer Programmer Analyst Tr.	34,688	35,729	36,801	38,273
Junior Engineer without a masters degree	38,750	39,913	41,110	42,754
with a masters degree	43,599	44,907	46,254	48,104
Legal Assistant Tr. 1	28,066	28,908	29,775	30,966
Legal Assistant Tr. 2	34,688	35,729	36,801	38,273
Purchasing Agent Tr.	34,688	35,729	36,801	38,273
Purchasing Officer Tr. 1	34,688	35,729	36,801	38,273
Purchasing Officer Tr. 2	36,677	37,777	38,910	40,466
Service Area Rep. Tr. 1	38,750	39,913	41,110	42,754
Service Area Rep. Tr. 2	40,883	42,109	43,372	45,107

Trainees appointed on May 7, 1992 and thereafter, upon completion of their traineeships, will be advanced to Step 1 of the appropriate journey level grade.

VIII. E. Night Shift Differential

1. The Authority agrees to provide night shift differentials as follows:

I Shift	\$4.80
III Shift	\$3.60
2. An employee whose regular work day, though not a shift, includes more than four hours outside regular day shift hours shall receive the night shift differential for the employee's entire work day.
3. Night shift differential shall be paid for all hours worked outside of the II shift except that unit employees who work longer hours and fewer days are not eligible.
4. The night shift differential will be paid not less often than quarterly and will be considered to be part of salary for retirement purposes.

F. Downstate Adjustment

The Authority agrees to provide a Downstate Adjustment for employees whose work station is in the Bronx, Rockland and Westchester Counties. EFFECTIVE JUNE 26, 2008 THE DOWNSTATE ADJUSTMENT FOR BRONX, ROCKLAND AND WESTCHESTER COUNTIES WILL BE INCREASED TO \$1,850 PER YEAR AND EFFECTIVE SEPTEMBER 18, 2008 WILL BE INCREASED TO \$3,026 PER YEAR. EFFECTIVE JUNE 26, 2008 THE MID-HUDSON ADJUSTMENT FOR DUTCHESS, PUTNAM AND ORANGE COUNTIES WILL BE INCREASED TO \$1,000 PER YEAR AND EFFECTIVE SEPTEMBER 18, 2008 THE MID-HUDSON ADJUSTMENT WILL BE INCREASED TO \$1,513 PER YEAR. Eligible employees (employees hired before September 18, 1985) whose work station is in Monroe County will continue to receive \$200 annually.

G. Reallocation of Salaries

1. The parties agree that CSEA will have the right to represent an employee in this Negotiating Unit, at the employee's request, in processing a request for reallocation of the salary grade of the employee's position. This includes the opportunity to discuss the reallocation request with the Authority's Compensation Committee.

- VIII.G. 2. No permanent employee will suffer a reduction in existing salary as a result of reclassification or reallocation of the position the employee holds by permanent appointment.
3. For salary purposes, upgrades will be calculated as promotions. Service credit for employees at and above the Job Rate at the previous salary grade will be credited for longevity payments at the new salary grade.

H. Out-of-Title Work

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

I. High Level Premium Pay

Effective May 7, 1992, Bridge Maintenance Supervisors when assigned to work at heights of 25 feet or more shall receive \$.30 per hour premium pay.

Such Bridge Maintenance Supervisors will also receive an additional \$.30 per hour premium pay when assigned work above 25 feet on the following bridges:

Tappan Zee	Silver Creek
Kaaterskill	18 Mile Creek
Catskill	Big Sister Creek
Castleton-on-Hudson	North Grand Island
Normanskill	South Grand Island
Walnut Creek	Byram River

For purposes of this section, heights shall be determined from the bridge deck for work above a bridge deck. All other heights below the bridge deck shall be determined from the ground or water level directly below the employees.

These additional monies will not be considered as part of salaries for overtime purposes or upon promotion.

VIII.J. Salary of State Employees Upon Transfer/Promotion

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

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

Effective July 1, 1995, employees who transfer or are promoted from the State on or after April 1 will be next eligible for any general salary increase on July 1 of the following year.

Effective July 1, 1995, experience payments made to employees who transfer or are promoted to the Authority will be paid the following June 30 if such transactions occurred on or before January 14 of that year.

**ARTICLE IX
Retirement**

A. Retirement Benefits for Authority Employees

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

B. Survivor's Benefit for Retired Employees

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

C. Written Waiver

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

IX.D. Deduction from Retirement Allowances for CSEA Dues and Life Insurance Premiums

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

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

E. Health Insurance Deferral in Retirement

In accordance with NYSHIP Rules and Regulations, an employee retiring from Authority service may delay commencement or suspend his/her retiree Health coverage and the use of the Employee's Sick Leave conversation 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.

**ARTICLE X
Insurances**

A. Health Insurance

1. The Authority 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 Authority further agrees to pay, for those enrolled in the H.M.O. plans, up to the same dollar amounts as for the Empire Plan.
2. For those employees newly appointed to the Authority prior to August 10, 1995, the Authority will pay, during the first year of employment, 80% of the individual or individual and dependent coverage, whichever is appropriate for active employees enrolled in the various Health

Insurance Plans available to employees in this Negotiating Unit through the New York State Health Insurance Program. During the second year of employment, the Authority will pay 90% of the individual or individual and dependent health insurance coverage. Thereafter, the Authority will pay 100% of such coverage. In no event will these payments exceed the dollar amount paid for those enrolled in the Empire Plan.

For those employees newly appointed to the Authority on August 10, 1995, and thereafter, the Authority will pay 90% of the cost of individual and 75% of the cost of dependent coverage in the Empire Plan for their first four years in the Authority. For such employees, the Authority further agrees to pay, for those enrolled in the H.M.O. plans, up to the same dollar amounts as for the Empire Plan. Thereafter, the Authority will pay 100% of such coverage. In no event will these payments exceed the dollar amount paid for those enrolled in the Empire Plan.

For those employees new to the Authority after November 14, 2005, the Authority will contribute 90% of the cost of individual coverage and 75% of the cost of dependent coverage for the Empire Plan. For such employees, the Authority further agrees to pay, for those enrolled in the HMO plans, up to the same dollar amount as for the Empire Plan. In no event will these payments exceed the dollar amount paid for those enrolled in the Empire Plan.

Service with the NYS Canal Corporation will be deemed Thruway Authority service for Health Insurance purposes.

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

- X.A. 3. Effective the payroll period that includes 12/31/00, the Authority will provide**

prescription drug coverage through the New York State Health Insurance Program (NYSHIP).

X.A.

4. Both parties are concerned with the rising cost of the State's Health Insurance Program and with this concern in mind, it is agreed to the formation of a Joint Labor/Management Ad Hoc Health Insurance Committee consisting of three labor representatives designated by CSEA Local 058 President and three management representatives. This Committee will investigate the feasibility of providing comparable medical benefits through an alternate provider or the self-insuring of such benefits. If an alternate provider acceptable to both parties is found or the self-insuring of the medical benefits will provide cost effective savings with comparable benefits, then the parties agree that the medical benefits will be provided through such provider or through self-insurance.

If an acceptable alternate provider is not identified or self-insurance is not feasible, the parties agree that the current State's Health Insurance Program will remain in effect.

5. Buy Out Option

Employees on the payroll prior to November 14, 2005 and who are eligible for health insurance who decide to opt for no coverage, will be paid on an annual basis, at the end of the coverage year, \$750 for opting out of individual coverage and \$1,500 for opting-out of dependent coverage. Effective December 1, 2005 the opt-out payment will be increased to \$1,500 for individual coverage and \$3,000 for dependent coverage on an annual basis. Employees who drop their coverage after January 1 of the coverage year will receive a prorated payment at the end of the coverage year proportional to the number of full months remaining in the coverage year.

Employees choosing this option must demonstrate to the Authority's

satisfaction that they are otherwise insured.

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

X. B. Employee Benefit Fund

The monthly contribution to the CSEA Employee Benefit Fund for dental insurance for each eligible Unit II employee will be INCREASED TO \$57.82 EFFECTIVE JULY 1, 2008; TO \$64.18 EFFECTIVE JULY 1, 2009; TO \$76.78 EFFECTIVE JULY 1, 2010; AND TO \$80.62 EFFECTIVE JULY 1, 2011.

The parties also agree to establish a joint Labor/Management Committee to explore dental insurance alternatives.

The term "employee" shall mean each employee in this Negotiating Unit eligible to participate in the New York State Health Insurance Program.

The term "employee" shall not mean seasonal employees or employees whose employment is expected to last less than 60 days.

The CSEA Employee Benefit Fund will continue to provide semi-annually the following information to the Authority's Director of Labor Relations:

- (1) An accounting of the monies received and expended by the type of coverage.
- (2) The number of employees enrolled.
- (3) The number of employees filing claims.
- (4) The number and amount of claims paid.
- (5) The type of claims filed and paid.
- (6) A copy of the CSEA Benefit Fund's annual report.

C. Accidental Death Benefit

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

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

ARTICLE XI

Work Day, Work Week and Overtime

A. Work Day and Work Week

1. The present work day and work week for all employees in this Negotiating Unit are as follows:

Unit	Hours of Work	Rest Period (Min.)	Lunch Period On Duty	Actual Off Duty (Min.)	Hours of Work	Total Elapsed Hours	Work Day + (e)
Legal Department	7.5	30		30	7	8	8:30 - 4:30
Office of Public Information	7.5	30		30	7	8	8:30 - 4:30
Department of Internal Audit	7.5	30		30	7	8	8:30 - 4:30
Department of information Technology	7.5	30		30	7	8	8:30 - 4:30
Department of Administrative Services	7.5	30		30	7	8	8:30 - 4:30
Department of Finance and Accounts	7.5	30		30	7	8	8:30 - 4:30
Department of Maintenance	7.5	30		30	7	8	8:30 - 4:30
Engineering							
Office of Maintenance Engineering Operations and Planning							
Headquarters Staff	7.5	30		30	7	8	8:30 - 4:30
Division Headquarters Staff	7.5	30		30	7	8	8:30 - 4:30
Sign Shop	8	30		30	7.5	8.5	7:30 - 4:00
Highway Maintenance Section							
Summer	8	30		30	7.5	8.5	(a)
Winter	8	30#	30#		7	8	(a)
Division Highway Crew*	8	30		30	7.5	8.5	(a)
Building Maintenance	8	30		30	7.5	8.5	7:30 - 4:00
Division Bridge Maintenance	8	30		30	7.5	8.5	(a)
Tappan Zee Bridge Patrol	8	30#	30#		7	8	(d)
Office of Equipment Inventory Management							
Headquarters Staff	7.5	30		30	7	8	8:30 - 4:30
Division Supervisory	7.5	30		30	7	8	8:30 - 4:30
Garage (f)	8	30		30	7.5	8.5	7:30 - 4:00
Toll Equipment Maintenance	8	30		30	7.5	8.5	8:00 - 4:30
Department of Engineering Services**	7.5	30		30	7	8	8:30 - 4:30

Unit	Hours of Work	Rest Period (Min.)	Lunch Period On Duty (Min.)	Actual Off Duty	Hours of Work	Total Elapsed Hours	Work Day + (e)
Department of Operations							
Director's Office	7.5	30	30		7	8	8:30 - 4:30
Office of Traffic Management	7.5	30	30		7	8	8:30 - 4:30
Bureau of Traffic Operations							
Headquarters Staff	7.5	30	30		7	8	8:30 - 4:30
Division Headquarters Staff	7.5	30	30		7	8	8:30 - 4:30
Bureau of Communications							
Senior Radio Dispatchers	8				8	8	(c)
Office of Travelers' Services	7.5	30	30		7	8	8:30 - 4:30
Bureau of Business Development	7.5	30	30		7	8	8:30 - 4:30
Bureau of Concession Management	7.5	30	30		7	8	8:30 - 4:30
Supervising Service Area Representative							
Field Duty	8	not taken	30		8	8	(b)
Office Duty	7.5	30	30		7	8	8:30 - 4:30
Service Area Representative							
Field Duty	8	not taken	30		8	8	(b)
Office Duty	7.5	30	30		7	8	8:30 - 4:30
Office of Toll Collection	7.5	30	30		7	8	8:30 - 4:30
Division Headquarters Staff	7.5	30	30		7	8	8:30 - 4:30
Toll Plaza Managers	8	30#	30#		7	8	(c)

FOOTNOTES.

When conditions make it practicable.

* The Division Highway Engineer may assign all or part of the Crew to shift work. Buffalo usually goes to shifts in the winter. Syracuse partially goes to shifts in winter. Albany and New York do not.

+ Unless otherwise indicated, work week is Monday through Friday.

** Division Headquarters Staff - Hours vary with field assignments. The Bridge Maintenance Supervisor II will normally work the II shift.

(a) 5 Day Rotating Shift

(b) 7 Day Rotating Shift

(c) 7 Day Rotating Shift, Check-Out Time Pay

(d) 7 Day Fixed Non-Rotating Shift

(e) Night shift differential paid for all hours worked outside of II shift, except to those unit employees who work longer hours and fewer days.

(f) Includes Motor Equipment Maintenance Supervisor 2

XI.A. 2. It is also agreed that this schedule will remain in effect for all such employees so long as they occupy their present positions, except that:

- a. as to any non-shift employee, the Authority may increase or decrease the lunch period by up to 15 minutes, with corresponding alteration in starting and/or stopping time of such employee provided that no lunch period will be less than 30 minutes.**
- b. as to any employee, the Authority may advance or retard the starting time to as late as 9:30 a.m. or as early as 6:00 a.m., with a corresponding alteration in the stopping time of such employee.**
- c. as to all employees, upon agreement of a majority of the employees in any work unit and their supervisors, they may work fewer days of longer hours.**

Should a holiday fall upon any such day, all time over the normal work day shall be charged to appropriate leave accruals as at present unless, at the time of said agreement, it is also agreed that:

- (1) during the week in which such holiday shall fall, the work unit shall revert to its normal schedule; or**
- (2) during the pay period in which such holiday shall fall, the time which would otherwise be charged to accruals shall instead be added to one or more of the non-holiday work days, to be paid at straight time rates along with the other hours during such extended work day.**

- XI.A. 3. All present and newly created positions in presently existing or reclassified titles in this Negotiating Unit will be on a Monday through Friday schedule with starting times between 6:00 a.m. and 9:30 a.m. except where comparable, associated or related positions in those or other titles exist which, on April 7, 1973, vary from the above criteria, and except as the parties may from time to time hereafter otherwise agree.
4. It is specifically understood that the establishment of special schedules for employees in this Negotiating Unit is not intended and will not be for the purpose of avoiding short-term overtime payments.
5. The parties agree that compensation for authorized overtime worked will be paid at a rate one and one-half times the employee's annual salary divided by 2,000 to any employee in this Negotiating Unit in Salary Grade 23 or below for any hours worked in excess of the employee's normal work day or shift.
6. **Maintenance Supervisors Night Work**
- Outside of the Winter Maintenance Season, as established annually by the Authority, a Section Maintenance, Bridge Maintenance, and/or Division Highway Maintenance Supervisor 1 and/or 2 may be assigned to work outside of their regular work day shifts hours with two weeks notice except in an emergency or where such notice is operationally impracticable.
- The Authority will determine the title(s) and number of Supervisors necessary for such assignments. Such Supervisors assigned will first be from the work unit(s) performing the work as designated by the Authority. Such shift assignments will first be from volunteers in order of seniority and second by inverse order of seniority if insufficient volunteers are obtained.
- Section Maintenance, Bridge Maintenance, and/or Division Highway Maintenance Supervisors 1 and/or 2 permanently appointed to such titles before November

14, 2005 may be assigned outside of their regular work day shift hours for a maximum 15 week period between Winter Maintenance Seasons. The commencement of the 15 week period will be at the discretion of the Authority.

When there are insufficient Supervisors available in the designated job title and in the work unit(s) where the work is to be performed, the Authority may assign a Supervisor from another work unit in accordance with the provisions of this Article. Supervisors with a Class 1 vehicle shall retain a Class 1 vehicle for the duration of the night work assignment. Division Maintenance Supervisors 1 assigned to a section shall receive a Thruway Authority vehicle with commuting privileges for the duration of such night work assignment.

The Authority has the discretion to assign supervisors on a voluntary basis from another Section, Bridge, and/or Highway work unit(s). If such an assignment is made, the employee will report directly to the work location designated by the Authority on their own time for the duration of such assignment. Supervisors with a Class 1 vehicle shall retain a Class 1 vehicle for the duration of the night work assignment. Division Maintenance Supervisors 1 assigned to a Section shall receive a Thruway Authority vehicle with commuting privileges for the duration of such night work assignment.

The Authority will provide additional compensation to Supervisors assigned to a night shift pursuant to this Article in the amount of \$2.00 per hour. Such compensation shall be in addition to the Night Shift Differential provided in Article VIII.E.

XI. B. Overtime Worked on Saturdays, Sundays and Holidays

Either a Section Maintenance Supervisor II or a Section Maintenance Supervisor I is to be scheduled for overtime duty on Saturdays, Sundays and holidays during the fully staffed portion of the winter maintenance season. This overtime is to be rotated on a voluntary basis. In the event that insufficient volunteers are available, the Division Director may assign this overtime as conditions warrant. When Supervisors II and I are so assigned or scheduled, overtime is normally to be limited to four consecutive hours on Saturdays, Sundays and holidays between the hours of 5:00 a.m. and 11:00 a.m. or 1:00 p.m. and 7:00 p.m.

The parties agree that all authorized overtime worked by an employee in this Negotiating Unit on Saturdays, Sundays and holidays, if other than a regularly scheduled work day, will be paid at the employee's overtime rate of pay, in addition to any benefits due under Article XII A.

C. Guaranteed Minimum Overtime Pay

The parties agree that any employee in this Negotiating Unit who is scheduled to work on a day other than the employee's regularly scheduled work day will be guaranteed a minimum of four hours pay at the overtime rate of pay.

D. Emergency Call-Out

The parties agree that any time worked by an employee in this Negotiating Unit when called out in an emergency before or after the employee's regular working hours, when such time worked does not extend into or is not a continuation of the employee's regularly scheduled shift or work day, 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.

The parties further agree that opportunities for overtime work assignments at the Supervisor I level will be offered equitably to all qualified employees in the appropriate work unit.

XI.E. Meal Allowances for Overtime Work

The parties agree that **EFFECTIVE JULY 1, 2008** a **\$6.00** meal allowance will be paid to employees in this Negotiating Unit for overtime worked in accordance with the Meal Allowance Rate Schedules set forth below.

THE FOLLOWING CHART SHALL BE USED FOR ANY EMPLOYEE WHOSE WORK DAY OR SHIFT IS EIGHT HOURS:

<u>At Least</u>	<u>But Less Than</u>	<u>Continuous Overtime Hours Actually Worked</u>	<u>Number of Meal Units Provided</u>
3	8	Hours immediately before or immediately after regular shift or work day	1
8	11	Hours on normal or scheduled time off	
8	13	Hours immediately before or immediately after regular shift or work day	2
11	16	Hours on normal or scheduled time off	
13	16	Hours immediately before or immediately after regular shift or work day	3
16	21	Hours on normal or scheduled time off	
16	24	Hours immediately before or immediately after regular shift or work day	4
21	24	Hours on normal or scheduled time off	
24		Hours on normal or scheduled time off	5

**THE FOLLOWING CHART SHALL BE USED FOR
ANY EMPLOYEE WHOSE WORK DAY OR SHIFT IS SEVEN
AND ONE-HALF HOURS:**

<u>At Least</u>	<u>But Less Than</u>	<u>Continuous Overtime Hours Actually Worked</u>	<u>Number of Meal Units Provided</u>
3	7.5	Hours immediately before or immediately after regular shift or work day	1
7.5	10.5	Hours on normal or scheduled time off	
7.5	12.5	Hours immediately before or immediately after regular shift or work day	2
10.5	15	Hours on normal or scheduled time off	
12.5	15	Hours immediately before or immediately after regular shift or work day	3
15	20	Hours on normal or scheduled time off	
15	22.5	Hours immediately before or immediately after regular shift or work day	4
20	22.5	Hours on normal or scheduled time off	
22.5		Hours on normal or scheduled time off	5

NOTE: Overtime hours worked which are interrupted by the employee's normal work day are not continuous overtime hours for the purposes of this section.

An employee who works three hours of continuous overtime immediately before the employee's regular shift or work day and an additional three hours of continuous overtime immediately after the employee's regular shift or work day shall be provided two meal units.

Such overtime meal allowance will be paid 16 days after the end of the pay period in which the overtime was worked.

XI. F. Work Schedules for Toll Plaza Managers

1. Toll Plaza Managers will be assigned to duty in accordance with a work schedule covering a 28 day period. There will be 13 such schedules each year. Each such schedule will provide for not more than 19 scheduled work days or shifts, except where otherwise mutually agreed to by the Toll Plaza Managers and the Authority.

All schedules shall be posted at least 21 days before the first day of the covered period.

2. Compensatory time off for the 12 holidays specified in Article XII A. will be given by granting one additional day off in 12 of the 13 annual schedule periods.
3. Toll Plaza Managers will receive seven check-out days in lieu of time required for performing clerical duties in "checking-out" at the end of a shift. Six of these seven check-out days may be taken in units of one or more days at the Toll Plaza Manager's discretion through the year with the approval of the supervisor. Approval for such check-out days during the period from mid-May to mid-September will depend on the Authority's ability to grant these requests without incurring overtime.

Requests for check-out days shall be in accordance with the following:

Short-Term and Long-Term Leave - Short-term leave is defined as two or less consecutive shifts with or without regular days off charged to a leave accrual other than sick leave - 24 hours notice is required.

Long-term leave is defined as three or more consecutive shifts with or without regular days off charged to a leave accrual other than sick leave - 48 hours notice is required.

These days are not cumulative and any days remaining unused by an employee on January 1 of each year will be cancelled. Toll Plaza Managers will also receive an additional three and one-half days per calendar year at straight time to compensate for the overtime aspects of the seven check-out days as outlined in the "Procedure For Making Payment Of Check-Out and Change-Over Time." Payment will be made in the last pay period of the month following the end of the quarter.

In addition to the above payment for check-out time, Toll Plaza Managers are eligible for 15 minutes pay at the employee's overtime rate for check-out purposes on each day when not scheduled to work and are subsequently called in for overtime.

- XI.F. 4. Toll Plaza Managers will be scheduled for duty in accordance with practices currently in effect, whereby days off are scheduled at random and each Toll Plaza Manager is scheduled to be off duty at least two weekends per schedule period.
5. Two pass days will be scheduled preceding and following any vacation period of five days or more.

The following scheduling items are desirable and should be accomplished where feasible:

6. Assign remaining days off. Attempt to schedule two days together. Assign off days so that work blocks do not exceed five consecutive days.
7. A Toll Plaza Manager will be assigned the I Shift with two days off preceding said shift or the first of several consecutive such shifts.
8. The I Shift should not be rescheduled following a weekend off or vacation.

XI.G. Duty Officer Assignments

- 1. The Authority agrees that the Traffic Supervisor and Assistants will be assigned to duty officer assignments first on a voluntary basis and then on a scheduled basis for that portion of the duty officer schedule not filled by voluntary coverage.**
- 2. Duty officer assignments in this Negotiating Unit, in the Department of Maintenance Engineering, will be voluntary.**
- 3. The Authority further agrees that any employee eligible for overtime while serving in a duty officer assignment on a standby basis will be paid an amount equal to 20% of each such employee's daily rate of pay for each 24 hour period that such employee is actually scheduled as a duty officer and remains available for recall to duty; provided, however, that, in the event the employee is actually called to work within such 24 hour period, other than for a normal work day, the employee will be paid at the appropriate overtime rate for the period worked as provided in this Article, and will not receive said 20% of the employee's daily rate of pay. The daily rate of pay for an employee will be computed as provided in Article XII J. of this Agreement. Payment will be made in the last pay period of the month following the end of the quarter.**
- 4. In storm emergency situations, the Traffic Supervisor duty officer and, to the extent practicable, the other Traffic Supervisors in each Division will be given preference for overtime assignments in that Division before the supervising Service Area Representative or the Motor Equipment Maintenance Supervisor I (Operations), except where:**
 - a. the assignment relates to the specific duties or areas of expertise of these two titles including assignments to accompany traffic supervisory personnel;**
 - b. the assignment is limited to traveling;**

- XI.G.**
- c.** the traffic supervisor has already worked a number of hours which require relief for reasons of fatigue;
 - d.** it is deemed necessary in view of the weather forecast to keep one Traffic Supervisor in reserve.

H. Work Schedules for Senior Radio Dispatchers

- 1.** The Senior Radio Dispatchers will be assigned to duty in accordance with a work schedule covering a 28 day period. There will be 13 such schedules each year. Each such schedule will provide for not more than 19 scheduled work days or shifts, except where otherwise mutually agreed to by the Senior Radio Dispatchers and the Authority.
- 2.** Compensatory time off for the 12 holidays specified in Article XII A. will be given by granting one additional day off in 12 of the 13 annual schedule periods.
- 3.** The Senior Radio Dispatchers will receive seven check-out days in lieu of time required for performing clerical duties in "checking-out" at the end of a shift. Compensatory time off for six of these seven check-out days will be given by granting one additional day off in the first six of the thirteen annual schedule periods. Compensatory time off for the other check-out day will be given by granting one additional day off to accommodate the nineteen and nine schedule.

The Senior Radio Dispatchers will receive an additional three and one-half days pay per calendar year at straight time to compensate for the overtime aspects of the seven check-out days as outlined in the "Procedure For Making Payment Of Check-Out And Change-Over Time".

**ARTICLE XII
Leave With Pay**

A. Holidays

1. The parties agree that all employees in this Negotiating Unit will receive leave with pay for each of the following 12 holidays: New Year's Day, Martin Luther King Day, Lincoln's Birthday, PRESIDENTS' DAY, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veterans Day, Thanksgiving Day and Christmas Day. For non-shift personnel, holidays falling on Saturdays will be observed on Friday and holidays falling on Sundays will be observed on Monday. For shift personnel, equivalent time off for each holiday will be provided in shift schedules and holidays will be observed on the calendar day on which they fall.

2. The Authority will designate four floating holidays in a contract year (July 1 - June 30) in lieu of four of the holidays set forth below. Employees shall have the opportunity to select on an individual basis the dates upon which such floating holidays shall be observed by them, consistent with the reasonable operating needs of the Authority. The Authority's designation of the holidays to be floated shall be announced in July.

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

**Lincoln's Birthday
PRESIDENTS' DAY
Columbus Day
Election Day
Veterans Day**

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

Effective November 14, 2005 Employees, except those who are required to punch time clocks, shall have the right to use accumulated Floating Holidays in not less than one-quarter hour units. Employees who are required to punch time clocks shall have the right to use

accumulated Floating Holidays in either 0.3, 0.5 or 0.8 hour units.

XII.A.3. The parties agree that the employees in this Negotiating Unit will be granted any special holiday declared by the Governor for State employees.

B. Vacation (Annual) Leave

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

1. Employees of the Authority on December 31, 1956, or who were in State service or Authority service before such date and who, after such date, are reinstated or re-employed within one year after separation from State or Authority service, will earn and accumulate vacation at the rate of 20 working days per year as provided in the Attendance Rules in force and effect on December 31, 1956.
2. Employees with no previous State or Authority service who enter Authority service on or after January 1, 1957, will, upon completion of 13 biweekly pay periods of service, be credited 6.5 days vacation. Thereafter, each such employee will earn and accumulate vacation credits at the rate of one-half day per biweekly pay period until the employee has completed 7 years of continuous service. An employee will not earn vacation credit for any biweekly pay period during which the employee is in less than full pay status for more than 5 work days.

- XII.B. 3. Employees who enter Authority 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

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

<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

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

- XII.B. 6. A leave of absence without pay, a resignation or a layoff followed by reinstatement or reemployment in Authority 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 Authority service, will not be counted in determining eligibility for additional vacation credits under this Article.
7. During the first year of employment, an employee will be considered eligible for the additional day of vacation if the employee has completed 13 or more biweekly pay periods of service by the January 1 next following appointment.
8. No accumulation of vacation credits in excess of 40 days will be permitted except as noted below:

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

Each employee will be notified, in writing, of the total amount of 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 such vacation accruals or the date of return to work, whichever is appropriate, to reduce such credits below the allowable maximum.

- XII.B. 9. The time at which vacation may be drawn by an employee is subject to the prior approval of the appropriate department head or designated representative. Employees, except those who are required to punch time clocks, shall have the right to use accumulated vacation credits in not less than one-quarter hour units. Employees who are required to punch time clocks shall have the right to use accumulated vacation credits in either 0.3 or 0.5 hour units.
10. So far as practicable, vacation credits are to be used prior to transfer. However, an employee who is transferred to the Authority 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.
11. Upon separation from service by resignation with prior notice, layoff, retirement or death, an employee, the employee's estate or beneficiary, as the case may be, will be compensated in cash for vacation credits not in excess of 30 days.
12. In the event of a dismissal for cause, an employee will not be compensated for vacation credits.
13. Other provisions of this Agreement notwithstanding, an employee, when first subject to the Attendance Rules regarding the accumulation of leave credits, shall not receive vacation credit until the completion

of 13 biweekly pay periods of service which may be a combination of temporary and probationary service.

XII.B. 14. Between November 15 and December 31 of each year, any employee who has previously earned and accrued vacation credits may elect to receive cash payment in lieu of the use of up to five days of such accrued vacation credits, in one day units. Employees are also eligible to exchange a maximum of five additional days for a total of ten days, provided they have a 35 day vacation accrual balance in the pay period prior to submitting the election form. Payment will be made in the first pay period in March at the employee's salary rate in effect at that time.

15. Procedure for Granting Vacation to Uniformed Employees of the Office of Toll Collection.

These procedures establish criteria for granting vacation in order that it will be administered uniformly in all Divisions and that all uniformed personnel of the Office of Toll Collection will be treated fairly.

Seniority in each work group in relation to vacation will be determined as specified in this Agreement.

Long term vacation requests should indicate the entire period of time that an employee wants from calendar day through calendar day including scheduled days off. Vacation accrual hours will be charged for all scheduled work days within that period.

Requests for vacation including both Christmas and New Year's Day will be honored only if the vacation request covers a two week period. For personnel on rotating work schedules, when Christmas and New Year's Day fall on a Saturday or Sunday, a five day vacation request must be submitted, but only one weekend will be approved. The employee may indicate a preference of weekends which will be approved on a seniority basis.

All requests for time off chargeable to vacation are to be submitted to the Toll Division Manager (or designee) on the form provided for that purpose.

Vacation requests will be considered on the basis of seniority if received in the mail before the last day of the third month preceding the month in which the vacation is to commence.

Example:

Vacation Starts In	Considered By Seniority If Received In The Mail	Approval Made & Posted by
January	October 31	November 15
February	November 30	December 15
March	December 31	January 15
etc.	etc.	etc.

For personnel on fixed schedules, a vacation request for a time period of less than seven calendar days will not supersede a request for a time period of seven or more days. For personnel on rotating schedules, a vacation request of less than five days will not supersede a prior vacation request for five or more days.

Following the seniority expiration date for Toll Plaza Managers, approval of vacation by the supervisor will be contingent on adequacy of staff.

Requests for vacation may also be submitted for approval on a first-come, first-served basis as follows:

- Short term leave is defined as 2 or less consecutive shifts with or without regular days off charged to a leave accrual other than sick leave. Twenty-four hours notice is required.

- Long term leave is defined as 3 or more consecutive shifts with or without regular days off charged to a leave accrual other than sick leave. Forty-eight hours notice is required.
- Requests for short term leave may be submitted for the period covered by the posted work schedule(s) and will be disapproved if received prior to the posting of the schedule.

XII.C. Sick Leave

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

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

1. Employees will earn sick leave credits at the rate of one-half day per biweekly pay period and may accumulate such credits up to a total of 165 days; provided, however, that an employee will not earn sick leave credit for any biweekly pay period during which the employee is in less than full pay status for more than five work days. Employees appointed after May 7, 1992 who are new to the Authority/State will earn sick leave credits for each year of service as follows:

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

2. An employee absent on sick leave is to notify the supervisor of such absence and the reason therefore on the first day of such absence and within two hours after the beginning of the employee's work day; provided, however, that where the work is such that a substitute may be required, the Authority may require earlier notification. Sick leave credits may be used in such

units as the Authority may approve, but not in units of less than one-quarter hour.

- XII.C. 3. Before absence for personal illness may be charged against accumulated sick leave credits, the Authority may require such proof of illness, WHICH PROVIDES EVIDENCE SATISFACTORY TO THE AUTHORITY OF ILLNESS SUFFICIENT TO JUSTIFY THE EMPLOYEE'S ABSENCE FROM THE PERFORMANCE OF THEIR JOB DUTIES. It may also require the employee to be examined, at the expense of the Authority, by a physician designated by the Authority. In the event of failure to submit proof of illness upon request, or in the event that, upon such proof as is submitted or upon the report of medical examination, the Authority finds that there is not satisfactory evidence of illness sufficient to justify the employee's absence from the performance of the employee's duties, such absence may be considered as unauthorized leave and will not be charged against accumulated sick leave credits. Abuse of sick leave privileges may result in disciplinary action.
4. The Authority may require an employee who has been absent because of personal illness, prior to and as a condition of return to duty, to be examined, at the expense of the Authority, by a physician designated by the Authority, to establish that the employee is not disabled from the performance of the employee's normal duties and that return to duty will not jeopardize the employee's health or that of other employees. However, upon request of an employee returning from sick leave who is certified as being able to work but because of the nature of the employee's illness or injury will, for a short period of time, be restricted from performing some of the duties appropriate to the employee's position, the Authority may in its discretion permit the employee's return to service on a limited duty basis, subject to whatever conditions the Authority may require.

When the Authority requires that an employee who has been absent on sick leave be medically examined by a doctor

designated by it, before such employee is allowed to return to work, the Authority shall make reasonable effort to schedule such medical examination within five working days of the date upon which notice is received that the employee has the approval of their physician to return to work.

- XII.C. 5. In addition to personal illness of the employee, the following types of absence, when approved by the Authority, 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 Authority, may be required. The Authority 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.
6. When an employee is transferred to an agency with which the Authority has a reciprocal agreement, accumulated sick leave credits, to the extent permitted by the labor contracts concerned, will be transferred. When an employee is separated from service for other than transfer or disciplinary reasons and is subsequently reinstated or re-employed within one year after such separation, the employee's sick leave credits accumulated and unused at the time of separation will be restored.
7. When reinstatement occurs more than one year following separation, sick leave credits accumulated and unused at the time of separation may be restored in the discretion of the Authority. Notwithstanding the provisions of this paragraph, an employee reinstated from a preferred list or by action of the Civil Service Commission will be entitled to restoration of all sick leave credits accumulated and unused to the extent permitted by this Agreement.

XII.C. 8. Up to 200 days of unused sick leave (from the regular and special bank) will not be liquidated in cash at the time of separation, retirement or death. However, its cash value will be applied as provided in Section 167, subdivision 5 of the State Civil Service Law relative to the payment of health insurance premiums of retired employees. If the Civil Service Law Section 167.5 is amended to permit dependent survivors to use the value of a deceased retiree's sick leave accruals to offset the cost of State Health Insurance Plan premiums, the Authority agrees to negotiate this with the Union. UP TO 200 DAYS OF UNUSED SICK LEAVE (FROM THE REGULAR AND SPECIAL BANK) MAY ALSO BE CREDITED FOR RETIREMENT SERVICE CREDIT AS PROVIDED BY SECTION 41.5. OF THE NEW YORK STATE RETIREMENT AND SOCIAL SECURITY LAW.

9. 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 period(s) have and maintain continuously a balance of not less than 165 days Sick Leave shall receive four days straight time pay for each such six month period they do not use Sick Leave. Employees may not use any Sick Leave during such six month period to be eligible for the benefit. Any AUTHORIZED OR Unauthorized absence WITHOUT PAY, EXCLUDING APPROVED “VOLUNTARY LEAVE WITHOUT PAY,” occurring during the six month period will disqualify an employee from receiving any Sick Leave Incentive Payment.

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 XII.C.11.

Employees with a balance of 165 days of sick leave who are paid for non-use of sick leave as described above, who have at least 165 days in regular sick leave

accumulated, shall have one-half day sick leave accruals credited to a special sick leave accrual bank for each day of sick leave accruals not credited until a total of 35 such days are accumulated. In no event shall an employee accumulate more than a total of 200 days of sick leave including regular sick leave and the special bank accruals. These special accruals shall not be used until all other sick leave is exhausted. Sick Leave used must be deducted from the 165 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 purposes.

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

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

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

Payments will be made in the last pay periods in August and February at the rate in effect at that time. This section will not apply to those employees who are eligible

for the payment for lost sick leave over 165 days in accordance with Article XII C. 9. Any AUTHORIZED OR unauthorized absence WITHOUT PAY, EXCLUDING APPROVED "VOLUNTARY LEAVE WITHOUT PAY," occurring during the six month period will disqualify an employee from receiving any sick leave incentive payment.

XII.C.12. The parties agree to meet to discuss the findings of the District of Columbia Commission of Public Health's study on sick leave donation. The purpose of these discussions will be to ascertain the feasibility of a Sick Leave Donation Program/Procedure for Authority employees who are seriously ill and have exhausted all available accruals.

D. Extended Sick Leave

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

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

E. Sick Leave at Half Pay

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

a. The employee must, by reason of personal illness or injury, be unable to perform the normal duties of the employee's position. The Authority

may require the employee to undergo a physical examination by its own physician to verify this fact.

- b. The Authority must be reasonably assured that the employee will be able to return to the employee's normal duties following the employee's absence.
- c. The past record of the employee in the areas of attendance and work performance must be satisfactory.
- d. The cumulative total of all sick leave at half pay granted to an employee during Authority and/or State service may not exceed one pay period for each complete six months of Authority and/ or State service.

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

- 3. The Authority will advise CSEA in advance of notifying an employee of the denial of the employee's request for sick leave at half pay, and will consider any comments CSEA may wish to make at that time.

XII.F. No Fault and Other Duplicate Compensation

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

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

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

G. Personal Leave

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

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

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

such employee will be credited with five days. Thereafter, the employee will receive five days each year as of the first full pay period in January.

- XII.G. 2.** An employee who reenters or is reinstated in Authority service within the same calendar year after being separated or being granted a leave of absence without pay therefrom will be credited only with the unused personal leave time standing to the employee's credit at the time of such separation or leave until the following January.
- 3.** An employee who enters Authority service from State service by appointment, promotion or transfer will be credited with the unused personal leave standing to the employee's credit at the time of such appointment, promotion or transfer until the State personal leave anniversary date is reached provided it does not exceed the limits as set forth in Section 4. below.
- 4.** An employee who (a) enters Authority service; or (b) reenters or is reinstated in Authority service after having been separated or granted a leave of absence without pay from State or Authority service; or (c) has reached their anniversary date pursuant to Section 3. above will be immediately credited with personal leave as shown in the schedule below, until the following January 1:

<u>Date of Entry, Reentry or Reinstatement or State Personal Leave Anniversary</u>	<u>Amount of Personal Leave to be Credited for Employees in Negotiating Unit II</u>
January - March 14	5 Days
March 15 - May 26	4 Days
May 27 - August 7	3 Days
August 8 - October 19	2 Days
October 20 - January	1 Day

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

- XII.G. 6. Personal leave may be drawn only at a time convenient to and approved in advance by the appropriate department head or designated representative, provided, however, that personal leave allowed for religious observance will be granted on the days and hours required, insofar as the same may be granted at such time without interference with the proper conduct of Authority functions.**
- 7. Employees, except those who are required to punch time clocks, shall have the right to use personal leave in not less than one-quarter hour units. Employees who are required to punch time clocks shall have the right to use personal leave in either 0.3 or 0.5 hour units.**

H. Leave for Extraordinary Conditions

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

- 1. In the event of extraordinary weather conditions which develop before the commencement of a work day where appropriate public announcement has been made, the Authority 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.**
- 2. In the event an employee has reported to duty and because of extraordinary circumstances beyond the employee's control which made the duty station uninhabitable is directed to leave work, any such absence for the remainder of that day will not be charged against the employee's accumulated leave.**

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

XII. I. Volunteer Firefighting, Ambulance and Civil Defense Duties

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

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

J. Computation of Daily Rate of Pay

The parties agree that for those purposes for which a daily rate of pay may be required for employees in this Negotiating Unit, the Authority will compute such rate for an employee by dividing the employee's biweekly gross pay by ten.

K. Workers' Compensation Leave With Pay

1. An employee necessarily absent from duty because of occupational injury or disease as defined in the Workers' Compensation Law who is allowed leave from the employee's position for the period of absence necessitated by such injury or disease shall (subject to the conditions set forth in 2. below) be:
 - a. allowed to draw accrued leave credits, and
 - b. upon exhausting leave with full pay benefits under a. above, be allowed sick leave at half pay for which the employee may be eligible during such leave unless (i) there is good and sufficient reason to believe that the disability resulting from such injury or disease is not

job related or is primarily due to some pre-existing medical condition; (ii) there is good and sufficient reason to believe that the employee could report for work on a full-time or part-time basis; (iii) the employee's services would have been terminated or would have ceased under law; or (iv) the employee's claim for benefits is controverted by the State Insurance Fund.

- XII.K. 2. An employee allowed leave with pay from the employee's position pursuant to 1. above shall receive pay during the first three working days of such leave for each separate injury or disease subject to the following provisions:
- a. For the first three working days of such leave in any one calendar year, but not exceeding three working days in any one continuous period of leave spanning successive calendar years, the employee shall charge such leave to accrued leave credits, if any; subject to the exceptions listed in d. below.
 - b. Such charges if against an employee's sick leave accruals shall not adversely affect the employee's eligibility for payment or crediting of additional sick leave accruals in accordance with Article XI.C.9. and XII.C.11. If the employee has sick leave credits in the special sick leave bank referred to in Article XII.C.9., such charges for the three day period will be made against this sick leave bank.
 - c. During a period of leave under paragraph 2. a. above, the Authority shall advance up to three days of sick leave credits to an employee eligible to accrue leave credits but who had exhausted their leave accruals, unless such employee requests otherwise in writing and

such advanced sick leave credits shall be repaid as soon as practicable from subsequent accumulations of leave credits in a manner to be determined by the Authority.

- XII.K.2. d.** An employee will not be required to charge leave credits for the first three working days in any one calendar year:
- (1) when admitted to the hospital as an inpatient during the three day period after the occurrence of an occupational injury or disease provided the employee otherwise qualifies for Workers' Compensation Leave in accordance with the other provisions of this Article;
 - (2) if such employee is required to be absent for a period of ten or more consecutive work days following the occurrence of an occupational injury or disease provided the employee otherwise qualifies for Workers' Compensation Leave in accordance with the other provisions of this Article.
3. An employee allowed leave with pay under this Article may elect to draw accrued leave credits for part or all of the employee's absence from duty before being granted leave with pay under Article XII.K.1. above.
4. If it is subsequently determined that an employee was not entitled to compensation leave with pay without charge to leave credits for any period for which the employee was granted such leave as provided herein above, the employee shall be required to make reimbursement for such paid leave from current or subsequent accumulations of leave credits

at a rate and in a manner determined by the Authority.

- XII.K. 5.** An employee who draws leave credits as provided in Article XII.K. shall be entitled to restoration of such credits as are used during a period of absence for which an award of compensation has been made and credited to the Authority as reimbursement for wages paid, excluding leave credits charged or advanced pursuant to Article XII. K.2., but including those used for absences of less than a full day. An employee necessarily absent from duty on compensation leave who returns to work on a part-time basis must charge leave credits for such absence until the employee has met the requirements of Section 2. above before being granted compensation leave without charge against leave credits.
- 6.** An employee who is allowed leave with full pay as provided in Article XII.K. 1. a. shall be allowed such leave with pay when absent from duty for the purpose of attending a hearing scheduled by the Workers' Compensation Board or a Board ordered medical examination, subject to the provision set forth in Article XII.K.1.c.
- 7.** An employee who receives leave with full pay for any period of time under this section and will earn vacation and sick leave credits during such period; upon the employee's return to service after such leave, the employee will have one year from the date thereof to reduce any leave credits accrued beyond the limits permitted in this Agreement to the levels permissible hereunder.

L. Benefits For Less Than Full-Time Employees

A less than full-time employee is eligible for annual, sick and personal leave; health insurance; dental benefits provided through the Employee Benefit Fund. To qualify for these benefits, the employee must work at least half-time per pay period on a regularly scheduled basis. For this purpose, time on leave with full pay is considered

time worked. The leave credits an employee receives are prorated to the percentage of time scheduled to work. The maximum leave credits an employee may accrue are also prorated. For example, if an employee could accrue a maximum of 40 days (300 hours) of annual leave as a full-time employee, that same employee may accrue a maximum of 40 prorated days (150 hours) as a half-time employee.

XII. M. Leave Donation Program

The parties agree to establish a leave donation program with the following provisions:

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

ARTICLE XIII Employee Rights and Benefits

A. Health and Safety

1. The parties agree to the formation of a Safety Committee composed of one Authority representative and one CSEA representative to review and transmit to the Authority recommendations concerning employee safety and to insure that such recommendations are not unreasonably denied. The Safety Committee shall review all DOSH Reports.
2. The Authority will provide, to employees who have not previously received such safety equipment and whose positions require that they wear such equipment,

one pair of safety glasses including prescription glasses (and including tinted lenses when such lenses are prescribed) and reimburse employees up to \$85 for two pair of safety shoes.

The Authority further agrees to replace, upon request of the employee, such safety glasses and to reimburse the employee for the replacement of such safety shoes, for these employees and the employees who were previously issued such safety equipment, when replacement is made necessary by wear or damage on the job or in the case of such safety glasses by changes in prescription.

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

- XIII.A. 3. The Authority agrees to maintain readily accessible First Aid supplies and equipment in each of the four Division Headquarters Buildings and nursing services in its Administrative Headquarters Building.

B. Posting of Examination and Promotion Opportunities

1. The Authority agrees to post all "short circular" open-competitive examination announcements received from the Department of Civil Service on all general bulletin boards of the Authority. The Authority also agrees to post detailed examination announcements for all Authority promotion examinations and for all inter-departmental promotion examinations for which Authority employees qualify at all Authority work locations and to send a copy of each such announcement to the Research Department of CSEA.

The Authority also agrees to post a notice on each general bulletin board that examination announcements and applications are available in the Bureau of Personnel and/or at Division Headquarters Offices.

- XIII.B. 2. The Authority agrees to amend its "Job Vacancy Posting Procedure" to include all vacancies in competitive class positions in this Negotiating Unit to which it intends to make provisional promotions (except non-competitive promotions in the competitive class) in all Authority work locations.**
- 3. The Authority agrees to post all vacancies in non-competitive class positions now in this Negotiating Unit or new positions tentatively designated part of this Unit which become available in all Authority work locations in accordance with the "Job Vacancy Posting Procedure".**

C. Thruway/Canal Passes

1. Unlimited Thruway Pass

The Authority agrees to provide that:

- a. a permanent employee of the Authority on the payroll before November 14, 2005 in this Negotiating Unit will be eligible for such pass following completion of four years of satisfactory Authority service. A permanent employee new to the Authority on or after November 14, 2005, BUT BEFORE NOVEMBER 19, 2008 will be eligible for such pass following completion of five years of satisfactory Authority service.**
- b. such pass may be retained by an employee who is on the Thruway Authority payroll before November 14, 2005 for the employee's use only, upon retirement from Authority/State service after completion of 20 years of satisfactory Authority/State service, the last 15 years of which must be Authority service.**
- c. If an employee is on the Thruway Authority payroll before November 14, 2005 and leaves the Authority, the employee may regain the pass, for the employee's use only, upon**

retirement if the employee had completed 20 years of satisfactory Authority/State service as indicated in Article XIII.C.1.b.

XIII.C. 2. Limited Thruway Pass

The Authority agrees that the limited pass plate given to a new employee pursuant to the "Employee Pass Procedure" shall, if possible, be provided within one week of their reporting for work. If this is not possible, other provisions shall be made so that such employee may travel to and from work without paying toll.

3. Canal Passes

The Authority will provide to employees, HIRED BEFORE NOVEMBER 19, 2008, upon displaying acceptable Thruway Authority identification to operation personnel, free passage through locks and lift bridges operated by the New York State Canal Corporation. Such employees while on the Canal system must be observant of conditions and situations which may require attention of Canal Maintenance and/or Supervisory Staff and shall be required to report such information to appropriate Canal personnel at the first opportunity.

D. Meal, Lodging and Mileage Allowance

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

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

- NOTE:**
- (1) No meals or lodging will be paid to an employee performing official duties within 35 miles of the employee's official station or place of residence.**
 - (2) An employee will receive the greater rate whenever official duties are conducted during a 24 hour period in areas with different rates.**
 - (3) There is no change in travel allowances for Unit II employees when lodging receipts are not provided. (See Schedules A and C of the Authority's Travelers' Guide.)**

- XIII.D. 1. The conditions for payment of expenses pursuant to this section shall be as follows:**
- a. Prior certification by the employee's supervisor that such travel is necessary and,**
 - b. subsequent certification by the employee and the supervisor that such travel did in fact take place.**
- 2. When the employee is in travel status for less than a full day, and incurs no lodging charges, reasonable and necessary receipted expenses will be allowed for breakfast and dinner.**
 - 3. The Authority will provide a mileage allowance rate equal to the prevailing Internal Revenue Service mileage allowance for business expenses to those employees who must use their personal vehicles for Authority business.**

XIII.E. Tuition Assistance

The Authority agrees to provide a Tuition Assistance Program for permanent full-time employees in this Negotiating Unit for formal education courses in accordance with the following standards:

- 1. If the course will improve the employee's general competence in performing the employee's present job, or a job that the employee can reasonably be expected to assume in the future, or if the course is part of an overall educational program which will demonstrably result in an employee's professional growth, or courses in preparation for high school equivalency examinations, the Authority will reimburse the employee to the extent of 90% tuition support. Tuition support for approved courses will be advanced to the employee before the course begins. If the course is not satisfactorily completed with a passing grade, the amount of tuition support must be returned to the Authority.**
- 2. The courses described above must be successfully completed with a passing grade in order for the employee to qualify for tuition assistance.**
- 3. The financial assistance provided herein will be for the payment of tuition only.**
- 4. There is a maximum of twenty-one credit hours annually per employee.**
- 5. If a disagreement arises between the Authority and an employee as to whether the tuition assistance program applies to a particular course or courses which the employee proposes to take and following the decision of the Director of Administrative Services, the employee may within ten days of the receipt of such decision, which shall also be communicated to the appropriate supervisors, request that it be reviewed by the Executive Director or the Executive Director's designee. Such review shall be made and the result thereof forwarded to the employee concerned within fifteen days**

of receipt of the request. Nothing contained herein shall be construed to replace, but shall be in addition to, any other remedies available to the employee under this Agreement.

XIII.E. 6. The Authority agrees to request that the Department of Civil Service permit Authority employees to participate, under the Authority's Tuition Assistance Program, in the Employee Benefits Training Courses offered to State employees. The Authority further agrees, subject to the approval of the appropriate supervisor, to grant employees leave with pay, including reasonable travel time, for those courses which are offered only during the employee's normal work day.

F. Uniform Clothing and Cleaning Allowance for Supervisory Personnel

The parties agree that those employees who have heretofore been and who will hereafter be eligible to receive four sets of work clothing and a work clothing cleaning allowance shall instead receive a semi-annual work clothing and cleaning allowance of \$125 payable as of the last pay period in November to employees who were eligible to receive such payments as of the preceding October 1 and as of the last pay period in May to employees who were eligible to receive such payment as of the preceding April 1.

The Authority agrees to provide each male Toll Plaza Manager with six pairs of trousers (two of which may be shorts), ten white shirts (two of which may be polo/golf shirts), two sweaters, two ties, one belt, one windbreaker, one winter hat, one blazer and one all-weather coat. The Authority agrees to provide each female Toll Plaza Manager with six slacks/skirts (two of which may be shorts), ten female shirts or blouses (two of which may be polo/golf shirts), two sweaters, two ties, one windbreaker, one winter hat, one blazer and one all-weather coat.

The Authority further agrees to replace/repair such clothing based upon reasonable wear and to pay an annual cleaning allowance of \$160, in the last pay period in January, to those uniformed Toll Collection personnel issued such clothing.

Use of a fit line for official sizing will eliminate the need for most alterations. Any subsequent alterations are to be at the expense of the employee. The Authority agrees that it will attempt to accommodate major size changes by substituting with more appropriate uniform sizes as available.

The Authority agrees to pay permanent Toll Plaza Managers a shoe allowance of \$85 each January.

Toll Plaza Managers are required to wear appropriate black shoes while on duty.

The Authority agrees to provide to supervisory personnel in this Negotiating Unit who are now eligible for and receiving Authority-issued work clothing the following items of distinctively colored uniform equipment on their request:

1. Hard hats.
2. Plastic name plates to be worn on work shirts.

The Authority agrees to provide each Senior Radio Dispatcher annually with three white shirts and two pair of blue slacks.

The Authority agrees to pay an annual clothing cleaning allowance of \$115, in the last pay period in January, to those Senior Radio Dispatchers issued such clothing effective with the signing of the Agreement.

The parties agree that the title of Thruway Maintenance Specialist will be added to the list of titles eligible for the semi-annual work clothing and cleaning allowance.

The Authority further agrees to provide two blazers, to be replaced on the basis of reasonable wear and tear, to Service Area Representatives (including Trainees) and the Supervising Service Area Representative assigned to the Bureau of Concession Management. An annual cleaning allowance of \$70 will be paid in the last pay period in January to all employees eligible to receive such blazers.

Employees eligible to receive such clothing and/or allowances may not file claims under Article XIII.K. as a result of clothing being damaged or destroyed.

XIII. G. Class Specifications/Duty Statements of Positions

The Authority agrees to update and maintain a complete set of class specifications for each title in this Negotiating Unit and to provide such a set in the Bureau of Personnel, in each of the four Division Headquarters Offices of the Authority and to the Research Department of CSEA. The Authority also agrees to provide to any employee in this Negotiating Unit, at the employee's request, a copy of the class specification for the employee's position.

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

A copy of each position duty statement revised in the future will be provided by the Director of Labor Relations to the CSEA representative assigned to the Authority. In addition, the Director of Labor Relations will provide five copies of such revised duty statements to the President of Local 058.

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

H. Leave for Professional Examinations

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

I. Parking Facilities

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

J. Leave of Absence for Probationary Employees

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

XIII.K. Reimbursement for Personal Property Damage

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

L. Hearing Stenographer for Classification and Compensation Appeals

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

M. First Aid Instructor Refresher Courses

The Authority agrees that employees in this Negotiating Unit who have been certified as First Aid Instructors may attend refresher training courses during their regular working hours, and, in the case of Toll Plaza Managers, to compensate such employees who may be required to attend such courses outside of their regular working hours at their normal overtime rate of pay.

N. Transfer Policy

The Authority will establish a transfer policy for Unit II titles which provides for:

1. Posting of vacancies Thruway-wide.
2. Employees interested in such vacancies shall so indicate by signing the posting or by pre-filing a memorandum with the appropriate supervisor stating their interest in such transfer.
3. Selection will be on the basis of total Authority service excluding trainee and probationary service unless satisfactorily completed. In the event the most senior

person is not appointed, the Authority will set forth the reasons therefore.

XIII.O. Personal History Folders

Concerning Personal History Folders:

- 1. Employees shall have access to these folders.**
- 2. Material shall not be filed in the folders of which the employee does not have a copy.**
- 3. The employee may submit for filing a response to anything in the folder which the employee considers adverse, a copy of which may be given by the Authority to whomever originates such adverse material.**
- 4. The Authority will remove, upon written request of the employee after two years from the date thereof, any item in the personal history folder which the employee considers to reflect adversely on the employee's work performance or character, except items that have been used to support an unsatisfactory performance rating which was subsequently sustained; items which are part of a disciplinary proceeding. Such items may be removed upon the employee's request after three years from the date thereof provided there has been no subsequent unsatisfactory rating or subsequent discipline proceeding. If there has been subsequent action, the material may not be removed until three years from the date of the last such action. Patron letters may be removed two years from the date of the last such letter. The Authority may refer to and/or cite material that has been removed in subsequent disciplinary proceedings.**
- 5. CSEA may represent the employee in connection with paragraph 1. above providing the employee has so notified the Personnel Director in writing.**

XIII.P. Definition of Seniority (Except Toll Plaza Managers)

Seniority for employees in this Negotiating Unit shall be defined as length of continuous satisfactory annual salaried service with the Authority, except that annual salaried employees who have hourly service which is contiguous with their annual salaried service shall have their seniority dated from the date of appointment to such contiguous hourly service. Seniority for Senior Radio Dispatchers appointed prior to September 22, 1988 shall be defined as length of continuous permanent service with the Authority. Seniority for Senior Radio Dispatchers appointed on September 22, 1988 and thereafter shall be defined as length of continuous permanent service as a Senior Radio Dispatcher.

Applicability:

It shall apply as hereafter set forth:

1. For purposes of transfer in accordance with Article XIII. N.
2. For purposes of promotion to non-competitive positions in this promotion unit.
3. For purposes of provisional promotion in the competitive class.
4. For purposes of vacation selection.

Q. Seniority for Toll Plaza Managers

Seniority for Toll Plaza Managers shall be defined as length of continuous permanent service with the Authority in grade. It shall apply as hereafter set forth:

1. For purposes of transfer where vacancy is expected to exist for six months or more in accordance with the "Policy and Procedures for Transfer (Geographical Reassignment) of Personnel in the Office of Toll Collection" and Article XIII. N., but amending the definition of seniority therein; the employee's pre-filed request for transfer will be acknowledged in writing by the appropriate supervisor.
2. For purposes of vacation as provided in Article XII.B.15, but amending the definition

of seniority therein, except that vacation requests by junior employees in day blocks of five or more take precedence over vacation requests by senior employees in day blocks of less than five days.

Requests for vacation in blocks of three days or less may be made upon 48 hours notice, subject to approval of supervisors.

XIII.R. Defendant Counsel Costs

When a defendant 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 Authority's service during working hours, such time will be considered as time worked and the employee will be paid accordingly.

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

S. Quality of Working Life Committee

In recognition of the fact that it is in the best interests of both management of the New York State Thruway Authority and the Civil Service Employees' Association, Inc. as representative of the employees in Negotiating Unit II to provide for the highest employee morale and productivity, there is hereby established a joint labor/management committee to be known as the Quality of Working Life Committee, which Committee shall be composed of three representatives of management and three representatives of the Union, and which shall meet as often as agreed upon between the parties, but in no event fewer than four times per annum, to attempt to improve the quality of working life for all employees in Negotiating Unit II.

Initially the Committee shall be charged with reviewing the following:

XIII.S. 1. Child Care Centers

In recognition of the mutual advantages in providing on-site child care, the Thruway and CSEA agree to support the development of on-site child care centers at Thruway facilities. The Thruway and CSEA are committed to insure that all on-site child care available to Thruway employees is provided in safe, high quality centers and agree that all such centers are, and will continue to be, required to meet standards for child care established by the New York State Department of Social Services.

The Thruway and CSEA will support the development of on-site child care centers by studying the cost and feasibility of implementing appropriate pilot projects with the agreed upon goal of the Committee being to implement one such center during the life of this Agreement.

2. Flexible Working Hours

The parties agree to make permanent the present pilot program for those work units (Bureaus of MIS, Purchasing, Thruway Maintenance and Fiscal Audit) which have participated in the pilot program. The reporting hours will now be on a staggered basis between the hours of 7:30 a.m. and 9:30 a.m. Lunch will be one-half hour or one hour at the employee's option. The reporting and ending time and the length of the lunch period are subject to the supervisor and department head's approval. Appeals of any denials will be to the Director of Labor Relations with the employee represented by the President of Local 058. The selection of starting times will be for a six month period and only for unique circumstances will an adjustment be permitted. The adjustment will have to be approved by the supervisor and department head. This program will

terminate with the end of this contract unless the parties mutually agree to extend it.

For all other work units in Administrative Headquarters with Unit II employees who have not previously participated in the pilot program, there will be a six month trial program initiated in those units also subject to the supervisor and department head's approval. It is recognized that for those work units where there is only one Unit II supervisor supervising a number of employees a trial program may not be possible. Questions concerning the implementation of the trial program will be referred to the Joint Quality of Working Life Committee for their review and resolution if possible.

XIII. T. First Aid/Defensive Driving Training

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

U. Professional Organizations

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

**ARTICLE XIV
Grievance Procedure**

A. Basic Standards and Principles

1. In order to further the harmonious and cooperative relationship between the Authority and its employees, it is agreed to provide for the settlement of grievances and complaints in the manner set forth herein.
2. Employees of the Authority have the right, except as otherwise provided herein, to full freedom of designation of representatives of their own choosing for the purpose of adjustment of their grievances and

complaints, free from interference, coercion, restraint, discrimination or reprisal. There will be no discrimination or reprisal against any employee because such employee has joined or chosen to be represented by CSEA for the purpose of attempting to secure a settlement of the employee's grievance or complaint, or has attempted to replace or remove CSEA upon the termination of this Agreement.

- XIV.A. 3. It is a fundamental responsibility of supervisors at all levels to consider and, commensurate with the authority delegated to them, to take appropriate action promptly and fairly upon the grievances or complaints of their subordinates.
4. The informal resolution of differences prior to the initiation of action under the Grievance Procedure is strongly encouraged, and should in most cases be sought. If CSEA and the Authority undertake good faith efforts to informally resolve differences prior to the initiation of action under the formal Grievance Procedure or at any stage of the Grievance Procedure, the applicable time limits may, by mutual consent, be suspended during those good faith efforts.
5. Any grievance as to which an employee is the aggrieved or complaining party is to be resolved in accordance with the first two or three stages set forth below, and the only parties to such proceeding will be the Authority and the aggrieved employee or employees. Any grievance which is brought by CSEA is to be resolved in accordance with the second and third stages set forth below, and the only parties to such proceeding will be CSEA and the Authority. Any stage may be omitted upon agreement of the parties. It is agreed that CSEA cannot be a party in any grievance proceeding brought by an employee, nor can any employee be a party in any grievance brought by CSEA; however, CSEA, upon the employee's consent, may be substituted as the aggrieved party in place of the employee or employees who originated any grievance at any stage and must be so substituted at the third stage.

Nothing contained in this Article or elsewhere in this Agreement is to be construed to permit CSEA to present or process a grievance on behalf of any employee without the employee's consent.

- XIV.A. 6. An aggrieved employee and the employee's representative, if an Authority employee, will be allowed time off from regular duties without charge to accruals for any discussions or hearings during the processing of a grievance. Time allowed for the employee and the representative will include the oral presentation of the employee's grievance, a reasonable time to discuss the grievance before oral presentation and reasonable time for travel, if needed. Travel expenses incurred at the first two stages of the Grievance Procedure by the aggrieved employee and the employee representative, if an Authority employee, will be defrayed by the Authority.

B. Definition of Terms

Unless otherwise expressly stated or unless the context requires a different meaning, for the purposes of the Grievance Procedure:

1. The term "day" or "days" means work day or days.
2. The term "Employee Organization" means CSEA.
3. The term "employee representative" means the agent selected by the aggrieved employee, or group of employees, to act in their behalf in the processing of a grievance. No employee, officer or representative of any labor organization other than CSEA may serve as an employee representative at any stage of the Grievance Procedure.
4. The term "grievance" means the interpretation, application or claimed violation of a specific term or provision of this Agreement and shall also include any claimed violation, misinterpretation or inequitable application of the existing laws, rules, procedures, regulations,

administrative orders or work rules of the Authority which relate to or involve employee health or safety, physical facilities, materials or equipment furnished to employees or supervision of employees, which is presented for resolution at any grievance stage no later than 90 calendar days after the date on which the act, occurrence, omission or condition giving rise to the grievance first occurred, became known or should have been known to the employee, in accordance with the procedure set forth below. Unless otherwise agreed by the parties, grievances may not be brought on matters as to which other means of resolution are provided or foreclosed by this Agreement or by statute or administrative procedures applicable to the Authority, including but not limited to position classification, salary allocation, disciplinary action, Civil Service examination rating, work performance rating, tuition assistance or probationary termination; matters as to which other means of resolution are provided or foreclosed by law, including but not limited to breaches by the parties of obligations imposed on them by law; matters whose resolution would require either party to do or refrain from doing any act beyond its or their powers, as provided by law, bond covenants or other agreements or otherwise; and matters which are hypothetical, not actual, where what is sought is an advisory decision or opinion.

- XIV.B. 5. The term "group representative" means one (or a representative number) of a group of aggrieved employees who acts as representative of the group.
6. The term "higher ranking supervisor" means an Authority employee or officer on a higher level of authority in direct line above the immediate supervisor and below the level of the Chairman of the Authority.
7. The term "immediate supervisor" means the employee or officer on the next higher level of authority above the aggrieved employee or employees and who normally assigns and reviews the work, approves the time record or evaluates the work

performance of the employee or employees.

XIV.B. 8. The term "stage" means a unit of the Grievance Procedure involving contact between the aggrieved employee or group representative and an Authority representative, as a result of which a determination on the grievance is made. A stage is considered to have been completed when the determination is communicated to the aggrieved employee or group representative and the employee representative, if any. If any grievance is not appealed after the completion of any stage within the time limit stated for such appeal, the grievance will be considered settled on the basis of the last disposition and will not be eligible for further appeal.

C. First Grievance Stage

Any employee may present a grievance to the supervisor during working hours. It must be submitted in writing, preferably on the form provided, setting forth the employee's name, title, work location, name of employee representative (if any), date and nature of grievance, remedy sought and date of submission.

An employee may request their representative to present a written grievance on the employee's behalf. The employee representative must notify their supervisor of the selection, giving the name of the aggrieved employee and the time and place for the discussion. Group complaints may be presented in the same manner to the immediate supervisor common to the members of the group.

All such proceedings will, as far as practicable, be conducted during working hours. The decision, which shall also be in writing, shall be rendered within ten days.

Any written material, including the grievance and the supervisor's determination, shall be forwarded to the Authority's Director of Labor Relations.

D. Second Grievance Stage

If the aggrieved employee or group of employees is not satisfied with the supervisor's determination, or if the determination is not acceptable to the Authority, the employee, they or it may appeal such determination to the Authority's Director of Labor Relations within 20 days of such determination.

The Director of Labor Relations, upon receipt of the appeal or upon receipt of a CSEA initiated grievance, shall have 20 days in which to render a decision or, if the Director decides that a hearing is necessary or desirable or if a hearing has been requested on the form submitted, shall have 5 days to schedule a hearing within 30 days thereafter except upon mutual agreement. If such a hearing is scheduled, the Director shall notify the aggrieved employee or group representative, the employee representative, if any, the Chapter President, the appropriate department head and the employee's immediate supervisor of the time and place of the hearing. Thereupon, the employee or group representative will promptly advise the Director of Labor Relations of the name(s) of any reasonable number of witnesses they intend to call to provide testimony at the hearing.

The Authority will, upon written request to the Director of Labor Relations, promptly provide the aggrieved employee(s) with copies of any rules or regulations which have a direct bearing on the employee's grievance.

Also, upon written request to the Director of Labor Relations, the employee will have the opportunity to promptly review or borrow a copy of the employee's personal history folder in preparation for a grievance hearing.

THE DIRECTOR OF LABOR RELATIONS OR DESIGNEE SHALL ACT AS THE HEARING OFFICER. The Hearing Officer will give a written determination within 10 days of the hearing to the aggrieved employee or group representative with copies to the employee representative (if any), AND the appropriate department head.

XIV. E. Third Grievance Stage

If CSEA is not satisfied with the determination at the Second Grievance Stage, or in case of any grievance which the Authority may have against CSEA, either the Authority or CSEA may demand arbitration as hereinafter provided within 20 days (unless extended an additional 15 days on mutual agreement of the parties) following the determination of the Director of Labor Relations.

Each party will provide the other with a written report of its position on each grievance. If the parties agree upon a joint statement, the dispute as set forth therein shall constitute the sole and entire subject matter to be heard by the arbitrator. Unless, and except to the extent that, the Public Employees' Fair Employment Act

otherwise provides, such arbitration will be conducted in accordance with Rules 17 through 46 (Rule 21 will be amended to require whoever requests the transcript must pay and provide a copy of any transcript to the other party, not just inspection) of the Voluntary Labor Arbitration Rules of the American Arbitration Association except as they are modified herein. The duties and functions of the American Arbitration Association as set forth in such Rules will be performed by the arbitrator.

The service of the single arbitrator will be utilized and is to be chosen in the following manner:

- XIV.E. 1. If the parties can agree upon an arbitrator within seven days of the initiation of the arbitration, they will forthwith jointly request the arbitrator's services. If unable to serve, the parties will have seven days from receipt of notice of such inability to agree upon another choice, whose services will be sought jointly by the parties. This procedure is to be continued until an arbitrator is chosen who is able to serve or until the parties are unable to agree upon an arbitrator.
2. If the parties are unable to agree upon an arbitrator, they will request the American Arbitration Association to submit simultaneously to each party an identical list of names of persons chosen from the labor panel. Two days after receipt of such list, the parties will meet and the party initiating the arbitration will strike a name from the list. Thereafter, the other party will strike a name from the list and this procedure is to be continued until the name of one person remains, whose services will be jointly sought by the parties as provided above. In the event of inability to serve, a joint request will be made for the services of the arbitrator whose name was last stricken from the list, which procedure is to be continued until an arbitrator is appointed.

The award of the arbitrator will be in writing and is to be signed. The award will set forth the findings of fact and conclusions of the arbitrator upon which the award is founded.

If either party, within 15 calendar days after an arbitrator's decision states in writing to the other party its

intention to seek clarification or interpretation of the decision submitted, then both parties will agree to appear before the arbitrator.

Unless the decision of the arbitrator is appealed within 15 days of receipt thereof, it will be accepted as final by the parties.

Either party may appeal from such decision on the grounds that the rights of such party were prejudiced by:

- XIV.E. 1. Corrupton, collusion, fraud or misconduct in procuring the award; or partiality of the arbitrator, except where the award was by confession; or a decision which is arbitrary, capricious or not based upon the evidence submitted.**
- 2. Failure to follow the procedure of this Article, unless the appealing party continued with the arbitration with notice of the defect and without objection thereto.**
- 3. The arbitrator awarded upon a matter which is within the exclusive right or power of one of the parties hereto, or is outside the scope of this Agreement, the resolution of which would constitute an addition, abridgement, modification or alteration of the terms of this Agreement or the rights or obligations of the parties herein, or would be contrary thereto or inconsistent therewith or which is not grievable.**
- 4. There was a miscalculation of figures or a mistake in the description of any person, thing or property referred to in the award.**
- 5. The award is imperfect in matter or form, not affecting the merits of the controversy.**
- 6. The arbitrator has awarded upon a matter not submitted to him or her and the award may be corrected without affecting the merits of the decision upon the issues submitted.**

If the sole grounds found by the Court on appeal are one or more of subdivisions 1. through 3. above, the Court may invalidate the award and either remand or dismiss the proceeding.

If the sole grounds found by the Court on appeal are one or more of subdivisions 4. through 6. above, the Court may modify the award and confirm it as modified.

**ARTICLE XV
Discipline**

A. Formal Proceedings

1. An employee (other than a temporary employee) against whom removal or other disciplinary action is proposed shall have written notice thereof and of the reasons thereof; shall be furnished a copy of the charges preferred against the employee; and shall be allowed at least eight days for answering the same in writing. The notice containing such charges shall include the statement that "the employee is innocent until proven guilty and the burden of proof is on the Authority." The Authority will simultaneously furnish CSEA a copy of the charges by registered or certified mail.

Any permanent employee who is on probation in a higher level position in this Unit shall be subject to disciplinary proceedings in accordance with this Article; however, this shall in no way impair the right of the Authority to return the employee to their original position. No employee shall be served with disciplinary charges which relate to actions taken in connection with the performance of their duties as an elected official of CSEA and, if requested, with such employee, provided CSEA has previously advised the Authority in writing that the employee is such an official.

2. All charges of conduct alleged by the Authority to constitute incompetency or misconduct shall be contained in the charges and specifications. Upon written demand made within 15 days after charges have been served, the employee shall be entitled to copies of all written reports and records in the custody of the Authority which will be relied upon at the hearing.
3. An employee shall have ten days following the service of charges in which to elect in

writing, on the form provided for this purpose, to proceed in accordance with the Contract Procedure. In the absence of such election, the Section 75 Procedure will be utilized.

In either case, the Authority shall appoint a hearing officer from a panel previously agreed upon between the Authority and CSEA. If the employee has elected the Contract Procedure and if CSEA will represent the employee, the Authority and CSEA will agree upon the hearing officer. In the absence of such agreement, the Authority and CSEA will alternately strike names from the said panel, and the person able and willing to serve, whose name was last stricken from the panel, will be appointed.

- XV.A. 4. Upon selection and engagement of the hearing officer, the hearing officer shall determine the date, time and place of the hearing after consultation with the parties. The proposed scheduled date of the hearing should be within 14 calendar days of the hearing officer's appointment.
5. The hearing officer's decision should be made and served on the Authority and CSEA within ten calendar days of the last day of the hearing, unless the parties agree upon an extension of such time. The hearing officer's recommendation(s) shall be served upon the Authority within the same time. Within five days after service of the hearing officer's decision, the Authority shall issue a determination. The Authority will compensate the hearing officer and furnish one copy of the transcript of the hearing, if one has been prepared, to the CSEA or the employee if not represented by CSEA.
6. If the employee has elected the Contract Procedure, the decision of the hearing officer shall be binding upon the parties as to the question of guilt or innocence and the Authority shall issue a determination in accordance with such decision. The hearing officer shall also recommend a penalty or punishment to be imposed in the event of a finding of guilt.

If the Authority imposes a penalty or punishment which exceeds the recommendation(s) of the hearing officer, it shall so indicate, and both the employee and CSEA shall be supplied with a copy of the hearing officer's recommendation(s) and of the Authority's decision. In such case, the employee may appeal the decision, but only with respect to the penalty imposed, to the courts pursuant to CPLR Article 78.

Should the Authority consider imposing a penalty which exceeds the recommendation of the hearing officer, it shall notify the President of CSEA Local 058 and the President shall have five business days to submit to the Director of Labor Relations written comments on the union's position. Such comments shall be considered prior to adoption and implementation of a penalty.

XV.A. 7. If the employee has not elected the Contract Procedure, neither the decision nor the recommendation(s) of the hearing officer shall be binding upon the parties. The determination of the Authority may be appealed to the Civil Service Commission or to the courts pursuant to the provisions of Section 76 of the Civil Service Law.

B. Cardinal Offense Procedure

1. An employee may be suspended without pay until receipt of the hearing officer's decision if charged with:
 - a. physical assault on a supervisor or any other employee or Authority patrons;
 - b. theft or embezzlement on the job;
 - c. loss of driver license because of driving on duty under the influence of alcohol or illegal narcotics, and/or willful concealment of loss of driving privileges;
 - d. any violation of workplace violence and/or weapons policy.
2. If the hearing officer finds that the employee should not be discharged, the

employee shall be reinstated and returned to work with back pay minus any penalty imposed by the hearing officer.

- XV.B. 3. The decision is final and binding on the parties.
4. All hearing dates offered by the designated hearing officer shall be acceptable to the Thruway Authority. If the Thruway Authority does not accept a date which is offered by the hearing officer and is acceptable to the union, the employee shall be restored to the payroll for each work day (including holidays) until the date of the hearing officer's next availability.
5. The hearing officer shall offer four (4) hearing dates within 45 days of CSEA counsel being appointed. If a hearing officer is unable to offer four such dates, and the parties jointly determine that the hearing cannot be completed within the offered dates, the parties will select the next name on the rotating list of hearing officers.
6. The hearing officer shall issue a decision within twenty (20) days after the hearing is closed unless otherwise mutually agreed by the parties, but in no event shall the decision be issued more than forty (40) days after the close of the hearing.
7. The intent of section 4 above is that if the Authority causes delay in the hearing due to unavailability on dates offered by the hearing officer, the Authority shall pay the employee the employee's salary for the period of such delay.

C. Job Abandonment

1. An employee absent from work without authorization for ten consecutive work days shall be deemed to have resigned from their position if the employee has not provided a satisfactory explanation for the absence on or before the eleventh work day following the commencement of such unauthorized absence.

- XV.C. 2. Within five work days of such absence without authorization, the Authority shall send written notification to the employee and CSEA Local 058 President by certified mail, return receipt requested or personal service, that the employee's absence is considered to be unauthorized and would be deemed to constitute resignation pursuant to this section.**
- 3. Within 20 calendar days commencing from the tenth consecutive day of absence from work without authorization, such employee may submit a written explanation concerning the absence to their supervisor or the Personnel Director. The burden of proof is on the employee to establish that it was not possible to report to work or notify the supervisor or the Personnel Director of the reason within five calendar days after receipt of the explanation. If the employee is not satisfied with the response, CSEA, upon the employee's request, may appeal the Personnel Director's response to the Director of Labor Relations. This appeal must be made within five calendar days of the receipt of the Personnel Director's response. The Director of Labor Relations shall issue a written response within five calendar days after receiving such appeal. The procedure contained in this section is not arbitrable.**

**ARTICLE XVI
Code of Fair Practices**

A. Appointment, Assignment and Promotion of Authority Personnel

CSEA and the Authority agree that they will admit to membership, appoint, assign and promote Authority personnel on the basis of merit and fitness, without regard to race, color, creed, national origin, sex 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, sex or age, unless it relates to a bona fide occupational qualification and has been approved by the State Division of Human Rights.

XVI.B. CSEA and Authority Action

In performing services for their members and the public, CSEA and the Authority agree that they will not lawfully discriminate because of race, color, creed, national origin, sex or age, nor will the Authority authorize or permit the use of Authority facilities in furtherance of discriminatory practices.

C. Training for Job Opportunities

All educational and vocational guidance programs and all apprenticeship and on-the-job training programs for the Authority will be conducted to encourage the fullest development of interests and aptitudes, without regard to race, color, creed, national origin, sex or age.

D. CSEA and Authority Forms

CSEA and the Authority will avoid in forms or request for information any item or inquiry expressing any limitation or specification as to race, color, creed, national origin, sex or age, unless the item or inquiry is expressly required by statute or is required in good faith for a proper purpose and prior notification of its use has been given to the State Division of Human Rights.

E. Cooperation with State Division of Human Rights

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

F. Conduct by CSEA and Authority Representatives

CSEA and the Authority will be ever mindful of the democratic heritage of the State which abhors any discrimination on the basis of race, color, creed, national origin, sex or age, and will take all necessary steps to effectuate the provisions and intent of this Article.

ARTICLE XVII Maintenance of Standards

The parties agree that, with respect to matters not covered by this Agreement, no benefit or privilege provided to all Authority employees in this Negotiating Unit by law, rule, regulation or practice will be reduced, impaired or diminished without prior notification or, when appropriate, consultation and discussion with CSEA. This

will be implemented by the Authority by advising CSEA and the Chapter President by supplying copies of appropriate Executive Instructions, Operating Instructions, Bulletins, Directives and Instructions as outlined in Administrative Manual Item 20-2-01, prior to the exercise of any management prerogative which alters any existing policy, practice or procedure of the Authority which affects all employees of this Negotiating Unit. The Authority will use its best efforts to extend this practice to changes which adversely affect a substantial number of such employees.

The Authority will instruct local supervisors to notify and, when appropriate, to consult and discuss with appropriate local CSEA employee representatives prior to reducing, impairing or diminishing any benefit or privilege provided to all employees in this Negotiating Unit in such work group. The Authority will use its best efforts to see that such communication occurs.

ARTICLE XVIII Limits of Agreement

The parties agree that this is the entire Agreement between the Authority and CSEA and they acknowledge that they have carefully and fully negotiated with respect to all matters which are negotiable under the Public Employees' Fair Employment Act (Taylor Law), including all terms and conditions of employment, whether or not express reference to such matters is made herein, and have settled them for the period covered by this Agreement, in accordance with the provisions hereof.

ARTICLE XIX Statutory Limitations

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

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

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

For the New York State Thruway Authority

**Michael R. Fleischer
Executive Director**

**For the Civil Service Employees' Association,
Local 1000 AFSCME, AFL-CIO,
Local 058, NYS Thruway Professional,
Supervisory and Technical Employees**

**Danny Donohue
President**

**Nicholas P. Chiesa
Chairperson, Negotiating Team**

**Edward J. Terry, Jr.
Member, Negotiating Team**

**Gary D. Francis
Member, Negotiating Team**

**Stephen J. Fabbie
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**Karen A. Wilson
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**Michael J. Sheldon
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