# July 1, 2023 – June 30, 2026

# **AGREEMENT**

by and between

COUNCIL 66
and its affiliated
LOCAL UNION 400A
of the American Federation of State, County
& Municipal Employees
AFL-CIO

and the

SYRACUSE REGIONAL AIRPORT AUTHORITY

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#### **ARTICLE 1**

#### **PREAMBLE**

#### 1.1 PARTIES TO THE AGREEMENT

This is a collective bargaining agreement entered into between the Syracuse Regional Airport Authority (hereinafter called the "Authority") and Local Union 400A and the New York Council 66, American Federation of State, County and Municipal Employees, AFL- CIO (hereinafter jointly called the "Union").

# 1.2 PURPOSE OF THE AGREEMENT

This Agreement has as its purpose the promotion of harmonious relations between the Authority and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

# **ARTICLE 2**

# RECOGNITION

## 2.1 EXCLUSIVE REPRESENTATION

The Authority recognizes the union as the sole and exclusive representative for the purpose of collective bargaining with respect to establishing wages, hours and other conditions of employment for the term of this Agreement for Authority employees in the following

divisions:

Airfield Maintenance

Terminal & Landside Services

including temporary employees, but excluding clerical, supervisory and all other Authority employees.

# 2.2 DURATION OF UNCHALLENGED REPRESENTATION STATUS

Pursuant to the provisions of the New York State Public Employees' Fair Employment Act, as amended, the Authority grants the Union unchallenged representation status in the above-described bargaining unit for the maximum period permitted by law.

## **ARTICLE 3**

#### **UNION SECURITY**

# 3.1 PLEDGE AGAINST DISCRIMINATION AND COERCION

3.1.1 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex/gender, genetic information, marital status, sexual orientation, race, religion, creed, color, national origin, citizenship, disability, domestic violence victim status, transgender status, political affiliation or military status, or any other status protected by Federal, State, or local law. The Union shall share equally with the Authority the responsibility for applying this provision of the Agreement.

3.1.2 The Authority shall not discriminate against, coerce or interfere with any Union officer, steward or member, because of that individual's lawful activity on behalf of the Union.

# 3.2 PAYROLL DEDUCTIONS AND UNION DUES

- 3.2.1 All employees covered by this Agreement may tender their membership dues to the Union by signing the authorization for payroll deduction of union dues form provided by the Union.
- 3.2.2 The Authority agrees that the Union has sole and exclusive dues check-off and the Authority agrees to deduct Union membership dues in accordance with the amount certified by the Union to the Authority and to maintain such dues deductions in accordance with the terms and conditions of the form of authorization for payroll deduction of union dues provided by the Union from the pay of all employees who have executed such authorization for payroll deduction of Union dues, which authorizations shall have been forwarded to the designated Authority official.
- 3.2.3 The Authority and the Union may agree to deductions for purposes other than Union dues. All provisions of this contract regarding union dues deductions shall apply to any other deductions agreed to unless the parties specify in writing to the contrary.
- 3.2.4 Payroll deductions of Union dues and agreed upon insurance programs under properly executed authorizations shall

become effective at the time the form is signed by the employee and forwarded to the designated Authority official and shall be deducted by the next full pay period and each pay period thereafter from the pay of the employee.

- 3.2.5 The aggregate total of all such deductions shall be remitted each month to the designated financial officer of the Union together with a list of the employees from whom dues have been deducted on or before the tenth (10th) of every such month. This list shall be prepared and forwarded to the designated financial officer of the Union by the designated Authority official.
- 3.2.6 Any changes in the amount of Union dues to be deducted must be certified by the Union in writing and be forwarded to the designated Authority official of the Syracuse Regional Airport Authority by both regular and certified mail. Said changes shall become effective thirty (30) days after receipt of such notice by the designated Authority official.
- 3.2.7 The Union shall hold the Authority harmless against any and all suits, claims, demands and liabilities arising out of an act on of the Authority in connection with the payroll deduction of Union dues.
- 3.2.8 Revocation of authorization cards shall be subject to the conditions contained upon the cards provided by the Union. No change shall be made in the conditions for revocation without written consent of the Authority.

# 3.3 NOTIFICATION OF NEW EMPLOYEES & EMPLOYEE STATUS CHANGES

The Authority shall notify the Union President within 30 days of when an employee is hired, promoted or transferred into a bargaining unit position and shall provide the employee's name, address, job title, work location and division. Within 30 days of such notice, the Authority shall allow the Union President to meet with the new employee for up to 30 minutes during his/her work time to discuss the benefits of Union membership at a mutually agreeable date and time arranged in advance with the Director of Human Resources.

#### 3.4 UNION ACTIVITIES

- 3.4.1 The Authority agrees to permit representatives of the International Union, the Union Council and the Local Union to enter the premises of the Authority for individual discussion of working conditions with employees provided such representatives do not unduly interfere with the performance of duties assigned to the said employees' division head, or immediate supervisor.
- 3.4.2 The Authority shall provide meeting space to the Union upon written request from the President of the Local. Such request must be made thirty days in advance of the date requested; the space will be in an Authority facility; the use will be for legitimate local Union business only. Requests made less than thirty (30) days in advance will be honored provided space is available. The local

Union shall reimburse the Authority for any additional expenses incurred by the Authority from the use of said space by the Union.

#### 3.5 BULLETIN BOARDS

- 3.5.1 The Authority shall designate bulletin board space in the various divisions for use by the Union in posting the following kinds of notices:
- (1) Notices of union meetings;
- (2) Notices of union recreational or social affairs and;
- (3) Notices of union elections or appointments results of said elections.
- 3.5.2 Such bulletin board space will not be used for posting any derogatory, controversial or propaganda matter, and failure to abide by this restriction will constitute proper grounds for the Authority to withdraw the privilege of this Article.

# 3.6 INFORMATION TO EMPLOYEES

- 3.6.1 The Authority shall make available one (1) copy of this Contract in handbook form for each present employee in the bargaining unit and for each new employee in the bargaining unit at time of hire.
- 3.6.2 The Authority shall make available to newly hired employees packets of information concerning employee benefits.

# 3.7 UNION ACTIVITIES ON AUTHORITY TIME AND PREMISES

- 3.7.1 The Authority agrees that employees designated as union representatives (stewards and officers), during working hours without loss of time or pay, may engage in the following activities for reasonable periods of time provided there is no undue interruption of work. The Union shall submit the names of said representatives in writing to the Authority.
- A. Post union notices and distribute union literature. Such notices and literature will not contain any controversial, political or derogatory comments or material.
- B. Transmit communications authorized by the local Union officers or the local Union to the Authority or its representative.
- C. Consult with the Authority, its representative, local Union officers or other Union representatives concerning the enforcement of any provisions of this Agreement.
- D. Sign up employees into the Union.
- 3.7.2 Nothing in this section shall be construed as a limitation upon lawful and legitimate other union activity during non-working hours.

#### 3.8 UNION LEAVE

3.8.1 An employee elected to the office of Unit Chairperson of the Local Union shall be granted time off as needed to carry out the functions of his/her office relating to the administration of this agreement without loss of time or pay for the period of his/her term of office.

3.8.2 Three (3) employees selected by the Union to act in its behalf during the period of negotiations of a labor contract shall suffer no loss of time or pay for such time spent during their regular work hours.

# 3.9 UNION STEWARDS

- 3.9.1 Employees selected by the Union to act as Union representatives shall be known as "stewards" and "Unit Chairperson." The names of employees selected as stewards and Unit Chairperson shall be certified, in writing, to the Authority by the Local Union. The stewards shall be a part of the Union Grievance Committee.
- 3.9.2a The Union shall designate one (1) steward for the Airfield Maintenance Division and one (1) steward for the Terminal Maintenance & Landside Operations Division.
- 3.9.2b Where the Authority schedules employees to work a shift that the Union subsequently feels a need for representation by a steward for such shift, then the Union shall notify the Authority and request an additional steward. It is understood, however, that the Authority shall have sole discretion to approve such a request by the Union.
- 3.9.3 The appropriate Union Stewards may investigate and process

grievances during working hours without loss of time or pay. It is the intent of the parties that this section shall not result in unreasonable amounts of time being taken and will be subject to the operating needs and requirements of the division.

# 3.10 JOINT LABOR RELATIONS COMMITTEE

- 3.10.1 The Authority and the Union shall each designate up to three (3) representatives to form a Joint Standing Committee.
- 3.10.2 Such Committee shall have a meeting at the request of either party at a time mutually convenient to the parties.
- 3.10.3 The purpose of the Joint Standing Committee will be to discuss and consider matters of mutual concern.

# ARTICLE 4 HOURS OF WORK

# 4.1 REGULAR HOURS

The regular hours of work each day with the exception of emergencies shall be consecutive, except for interruptions for lunch periods.

# 4.2 WORK WEEK

4.2.1 The normal work week shall consist of five (5) consecutive eight (8) hour days.

## 4.3 REPORTING TIME

- 4.3.1 Where an employee is late in reporting for work because of weather conditions or any other unforeseeable circumstances reasonably beyond his/her control, such tardiness shall be excused but there will be no obligation on the part of the Authority to pay for the time not worked. To the extent that an employee has personal time, vacation, or compensatory time available it will be applied, in that order, to cover the time missed due to the late reporting.
- 4.3.2 This Section shall not be construed, however, as relieving an employee from making all reasonable and prudent arrangements and efforts to ensure his/her reporting for work at the scheduled time.

## 4.4 TARDINESS/ABSENTEEISM

- 4.4.1 In the event an employee will be absent from or late in reporting for scheduled work, the employee must notify his/her immediate supervisor as to the reason for his/her absence or lateness and his/her expected reporting time or his/her expected date of return. This notification must be given in accordance with applicable work rules and at least one hour prior to the employee's shift. Where the employee is physically unable to return on the date s/he reported as his/her expected date of return, s/he shall notify his/her supervisor prior to that date and state what his/her new expected return date is.
- 4.4.2 Notwithstanding the foregoing, if any employee is absent from work without authorization or communication, either written

or oral, with his/her division head for three (3) consecutive work days, such employee shall be deemed to have resigned from his/her position and shall be terminated from the employ of the Authority. This sub-section shall not apply where, because of serious accident or hospitalization or other reason(s), it is physically impossible for the employee to provide the required notice or as required by law.

#### 4.5 WORK SHIFT

4.5.1 Eight (8) consecutive hours of work, excluding lunch periods (except where such lunch periods are included as part of the work shift) shall constitute a work shift. A regular work shift shall have a regular starting and quitting time.

#### 4.6 WORK DAY

Eight (8) consecutive hours of work within the twenty-four (24) hour period commencing from the start of the employee's regular work shift shall constitute the regular work day.

#### 4.7 WORK SCHEDULE

- 4.7.1 Work Schedules showing the Division work shifts, the employees assigned to such shifts, workdays, and hours shall be posted on all Division Bulletin Boards at all times.
- 4.7.2 Except for emergency conditions, work schedules shall not be changed without at least thirty (30) calendar days notice given by posting such change on the applicable Division Bulletin Board.

#### 4.8 WORK RECORDS

A daily record of time worked shall be made available to each employee upon request.

#### 4.9 **REST PERIODS**

- 4.9.1 All employees' work schedules shall provide for a fifteen (15) minute rest period each one-half (1/2) work shift. The rest period shall be scheduled as close to the middle of each one-half (1/2) shift as is practicable depending upon the work situation.
- 4.9.2 Employees required to work two (2) hours or longer beyond their regular quitting time into the next shift, shall receive a fifteen (15) minute rest period before they start to work on the next shift. In addition, they shall be granted the regular rest period that occurs during the shift, if still working at the time that the rest period is given.

#### 4.10 SHOW UP TIME

- 4.10.1 Any employee who is scheduled to report for work and who presents himself/herself for work as scheduled shall be assigned work, whenever possible.
- 4.10.2 If, upon reporting for work, it is determined by the Authority that no work is available, then the employee shall be excused from duty and paid his/her regular rate of pay for four (4) hours work.

#### 4.11 LUNCH PERIODS

All employees covered by this Agreement shall have an unpaid lunch period of one-half (1/2) hour during their regular work shift, except where emergency situations make the use of such time prohibitive.

# ARTICLE 5 SENIORITY

#### 5.1 **DEFINITION**

Seniority shall consist of length of continuous, full-time or regular part-time service as an employee of the Authority in a job, or jobs, covered by this contract, and shall accrue from the date the person was first hired or following a break in seniority as defined in Section 5.2 from the date the employee was rehired. When two or more employees are hired on the same date, surnames, alphabetically arranged, shall govern seniority.

# 5.2 TERMINATION OF SENIORITY

All seniority rights shall be terminated by:

- (1) a quit or retirement;
- (2) justifiable discharge or termination;
- (3) absence due to a layoff of fifteen (15) months;

- (4) absence due to a disability, not incurred during the course of employment, which continues for a period of leave provided as a reasonable accommodation to the disability or a cumulative period of fifteen (15) months for that disability, whichever is longer;
- (5) absence due to a disability incurred during the course of employment (Worker's Compensation status), regardless of any previous work-related injury(ies) which continues for a period of leave provided as a reasonable accommodation to the disability or a cumulative period of fifteen (15) months for that disability, whichever is longer. Any employee terminated under this subsection shall be advised of his/her recall rights under Section 71 of the NYS Civil Service Law;
- (6) failure to return to work after recall from layoff as described in Section 6.10.4;
- (7) failure to return to work at the expiration of a leave of absence;
- (8) three (3) consecutive work days unauthorized absence pursuant to Article 4.4.2, unless a longer period is required by law.

### 5.3 SENIORITY LISTS

Within thirty (30) days of the execution of this contract, and each year thereafter, the Authority shall post a list in each division showing the bargaining unit seniority as defined in Section 1, of each employee covered by this contract. The Authority shall post the list by January 15 and July 1 of each year. Such list shall also contain the job

title and the employee's last day of hire for seniority purposes. A copy of the list shall be supplied to the Unit Chairperson at the time of its posting. This list shall be final and binding upon the parties (absent agreement otherwise) unless a grievance with respect to a change in the list is properly processed within the time limit specified in Article 9. If more than one grievance is filed with respect to changes in the seniority list from the time of last posting then all such grievances shall be arbitrated in a single proceeding if the parties are unable to resolve such grievances by mutual agreement.

#### 5.4 PROBATIONARY EMPLOYEES

5.4.1 All new employees hired shall be considered as probationary employees for the first twelve (12) months of their employment. The calendar days probationary period shall be accumulated within not more than eighteen (18) months. When an employee completes his/her probationary period, s/he shall be entered on the Seniority List. There shall be no seniority among probationary employees. A probationary employee shall receive all benefits afforded to all regular employees depending on their length of service, except Vacation Leave and Sick Leave. After the first six (6) months of the probationary period, the employee shall be eligible for Vacation Leave pursuant to Article 16.1. Prior to completion of the probationary period probationary employees shall be eligible for is Sick Leave as outlined by Section 17.2 (Eligibility) of Article 17.

- 5.4.2 The Authority shall inform the probationary employee of his/her job performance at regular intervals.
- 5.4.3 The Union shall represent probationary employees for the purpose of collective negotiations with respect to wages, hours and other conditions of employment as set forth under Article 1 of this Agreement; however, the Union shall not represent probationary employees for the purposes of discharges and discipline, unless for Union activity.

#### 5.5 REHIRE AFTER TERMINATION

If an employee is rehired to a regular full-time position, within the unit, within one year after a termination of his/her seniority, his/her old seniority will be restored unless the reason for break in service was discharge with cause.

# **ARTICLE 6**

# WORK FORCE CHANGES

#### 6.1 **DEFINITION**

- 6.1.1 The term "promotion" means the awarding of a position pursuant to the bid procedure of this section.
- 6.1.2 When an employee is promoted to a position pursuant to this Article, s/he shall receive the rate of pay for that position as specified in Appendix A effective the date of said promotion.

#### 6.2 PROCEDURES

- 6.2.1 Whenever a job opening occurs, other than a temporary opening as defined in Section 6.3 of this Article, in any existing job classification, or as a result of the development or establishment of a new job classification, a notice of such opening shall be posted on bulletin boards at locations agreed upon by the parties stating the job classification, rate of pay and the nature of the job requirements in order to qualify. Such posting shall be for a period of not less than ten (10) work days.
- 6.2.2 During the posting, employees who wish to apply for the job opportunity may do so by making such application in writing and submitting it to their immediate supervisor. It is understood that such application may be made by an employee for a job which is higher rated, equally rated or lower rated than his/her present position.
- 6.2.3 The Authority shall fill posted job vacancies or openings from among those employees who have made application and who meet the standards of the job requirement, except that if there is more than one (1) employee who is qualified for the job, then such position shall be filled by selection from among those qualified, the employee with the greatest seniority. Should no applicants be qualified, the Authority may fill such posted job opening or vacancy in any manner it deems practicable.
- 6.2.4 A notice listing those employees who have applied for the job and the employee, if any whom the job was awarded, shall be

- supplied to the Unit Chairperson within ten (10) working days after the job is permanently filled.
- 6.2.5a Any employee selected in accordance with the procedure set forth above shall undergo a trial period of a minimum of thirty (30) days, but not to exceed sixty (60) days. If it is found that such employee does not meet the requirements or responsibilities of the position to which s/he has been selected during the trial period, then such employee shall be restored to his/her former position and rate of pay, and the position will be filled from the original posting in accordance with Section 6.2.3.
- 6.2.5b It is understood, however, that an employee shall be limited to no more than two (2) successful bids, pursuant to this subsection, within a twelve (12) month period.
- 6.2.5 In the event that, after posting, under the provisions of this section, a job opening for which timely bids are received, the Authority later determines that the opening will not be filled, the following principles shall apply:
- (1) Within thirty (30) days after completion of posting, the Authority will notify the Union of its decision not to fill the opening, together with a general statement as to its reason for that determination;
- (2) The list of employees who submitted timely bids for such posted job openings will remain in effect for a period of six (6) months from the date the job opening was first posted. If within that six (6) month

period the Authority decides that it will fill such job opening it will apply, in accordance with the terms of this Section, the original list of employees who bid the job instead of reposting the opening;

- (3) If the Authority decides to fill such originally-posted job opening sometime after six (6) months from the date it was first posted, it will rebid the job in accordance with the provisions of this Section.
- 6.2.6 Employees who are not working due to a work-related injury and are receiving workers' compensation may bid for job vacancies or openings through normal bid procedures of the collective bargaining agreement. For any bid request, any employee who is out on workers' compensation will be notified by the Authority that s/he must provide a doctor's note certifying his/her fitness for duty to resume work within fifteen (15) working days of the date of the close of the bid in order to be considered for the job vacancy. Employees who are out on workers' compensation status must be available for canvassing and interviews in order to be considered for a job vacancy.

# 6.3 TEMPORARY JOB OPENINGS AND VACANCIES

- 6.3.1 Temporary job openings or vacancies are defined as jobs that periodically develop or vacancies that periodically develop in any classification because of sickness, vacation or leaves of absence.
- 6.3.2 Whenever such temporary openings or vacancies occur, the Authority may fill these positions by assignment, and such

assignments shall be made on the basis of seniority and qualification.

6.3.3 Any employee assigned to a temporary job opening or filling a vacancy in a higher classification, shall be paid the wage rate established for that job, or if a lower classification, his/her own wage rate, whichever is higher.

# 6.4 COMPETITIVE CIVIL SERVICE JOBS

- 6.4.1 Whenever a permanent job opening occurs within the bargaining unit and the job is within the scope of the competitive Civil Service, then the normal procedures provided by the rules and regulations of the Civil Service Law shall prevail, including those provisions as to probationary period, except that when the Authority makes its selection from among the three highest scores on the promotional list, the Authority shall select the most senior bargaining unit employee of the three highest on the list provided that such most senior employee is qualified to perform the work required.
- Should there be no such current list of eligible Civil Service applicants in existence, then a provisional selection shall be made in accordance with the Procedures set forth in 6.2 of this Article, pending further action under the Civil Service Law, which law and rules and regulations thereunder shall in all cases prevail. Employees shall be granted a leave of absence without pay to serve in a provisional competitive position in the bargaining unit until 30

days after the test results are published.

6.4.3 An employee who is removed from a higher classification to which s/he was provisionally appointed by operation of Civil Service Law shall be restored to his/her former position and rate of pay.

# 6.5 PROMOTIONS TO JOBS OUTSIDE THE BARGAINING UNIT

Should, within the discretion of the Executive Director, an employee be promoted to another Authority position outside this bargaining unit, the bargaining unit seniority of said employee shall be tolled until such time as s/he returns to this bargaining unit on a permanent basis. Therefore, such employee shall not accumulate any additional seniority while out of this bargaining unit.

However, if within one (1) year an employee returns to this bargaining unit, s/he shall have his/her prior seniority reinstated without any break in service and if such employee desires to return to his/her old job, s/he may do so and other employees who have been moved because of his/her vacancy will likewise be returned to their former positions.

This right to return to the bargaining unit shall not apply if the person involved was discharged or subject to discharge from his/her position outside the bargaining unit because of just cause, provided such discharge was not overruled in a hearing procedure. Failure to pass a Civil Service test is not deemed to be a discharge for purposes of this Section.

# 6.6 WORK SHIFT ASSIGNMENTS

- 6.6.1 When work shifts are changed seasonally or as may be required by operational needs of the Airport, employees shall have the right to choose their shift assignment based on seniority. Any other time an employee wishes to change shift assignment, s/he shall submit a written request including the reason(s) for such request.
- 6.6.2 Employees who are not working due to disability may choose their shift assignment by seniority, provided that s/he provides a doctor's note no later than one week prior to the start of the shift change which certifies his/her fitness for duty to resume work by the start of the shift change.

#### 6.7 JOB ASSIGNMENTS

6.7.1 In the event employees are required to work on shifts other than their regular work shift, selection of employees for such assignments within the job classification, and/or within divisions, shall be based upon seniority except in situations where, in the

Authority's judgment, operational needs require selection on some other basis.

6.7.2 With respect to regular work shifts the Authority shall give employees preferential selection for assignments within the job classification and/or within divisions on the basis of seniority where the Authority deems practicable. It is understood by both parties that this sub-section shall not be subject to the arbitration provisions of this Agreement.

# 6.8 CLASSIFICATION CHANGES

- 6.8.1 Prior to any request being submitted by the Authority to Civil Service for a change in any current Civil Service job specification for a title covered by this agreement, the Authority shall notify the Union that such a request will be made and what the particulars of such request are.
- 6.8.2 No new title shall be included under the terms of this agreement before the Authority has negotiated such inclusion and the wages, hours and working conditions of such new title with the Union. Should agreement not be reached the hours, terms and conditions of this agreement shall apply. The wage rate may be submitted to arbitration pursuant to Article 9. The rate in Appendix A designated by the arbitrator shall then be made retroactive to their original appointment date to that title for any employees in the title involved.

#### 6.9 LAYOFF AND RECALL

- 6.9.1 The word "layoff' means a reduction in work force for any reason including but not limited to a reduction in the number of employees in a job classification or classifications as determined by the Authority, the elimination of jobs because of consolidation of duties, the installation of new equipment or machinery, or the curtailment or replacement of the existing facility or because of any other reason.
- 6.9.2 In the event of a layoff, the following procedure will be followed:
- (1) Temporary and seasonal employees in the classification involved will be the first laid off;
- (2) Probationary employees in the classification involved will be the next laid off;
- (3) Seniority employees (that is, employees who are past their probationary period) in the classification involved will be laid off in reverse order of seniority.
- 6.9.3 A seniority employee who is displaced from his/her own classification shall have the following bumping rights, provided s/he is able to perform the work required without additional training:
- (1) s/he may transfer into a vacancy, if one then exists, in some lower classification;
- (2) s/he may bump into the job held by a temporary or seasonal employee in some lower classification;

- (3) s/he may bump into the job held by another seniority employee with less seniority in a lower classification.
- 6.9.4 When the work force is increased after a layoff, employees will be recalled according to the order of seniority as elsewhere in this Agreement, provided in all cases that the employee recalled must be able to perform the work required without additional training. Notice of recall shall be sent to the employee at his/her last known address by registered mail. If any employee fails to report for work by the tenth (10th) day from the date of mailing of the notice of recall, s/he shall be considered a "quit," unless this period of time is extended by the Authority. Recall rights for an employee who has not been recalled after layoff shall expire fifteen (15) months from the date of the layoff.
- 6.9.5 For the purpose of layoff and recall as set forth in this Article, the Union President, Vice President, Secretary-Treasurer, Recording Secretary, Unit Chairperson and division stewards shall be deemed to have top seniority. The Union will certify in writing the names of the above named officials to the Authority and give written notice of any changes. It is understood that the total number of employees to whom super-seniority status is afforded shall not exceed four (4).
- 6.9.6 The Authority shall forward a list of those employees being laid off to the Unit Chairperson on the same date that the notices are issued to employees.

- 6.9.7 In the event of a layoff of any seniority employees, the Union, upon request, will be provided a list of temporary and seasonal employees.
- 6.9.8 Except in emergencies, the Authority will consult with the Union prior to implementing any notices of layoff and will give seniority employees ten (10) working days notice of any layoff.

# 6.10 DISABLED EMPLOYEES

It is recognized that certain employees on a permanent or long-term basis, will become unable because of disability, to perform all of the essential functions of their own job, with or without reasonable accommodation. In handling such cases, the following principles will apply:

- 6.10.1 Such employees will be retired where eligible for benefits under the New York State Retirement System.
- 6.10.2 Where not eligible for retirement benefits, the Authority shall make reasonable efforts to place such employees in some other existing bargaining unit job, whether full or less than full time, and upon such conditions and terms that the parties may mutually agree, which they are able to perform rather than terminate such an employee. An employee so placed shall receive the rate applicable to the job in which s/he is placed. It is understood that this subparagraph shall not be subject to the arbitration provision of this Agreement.

#### **ARTICLE 7**

#### SPECIAL EMPLOYEE GROUPS

#### 7.1 TEMPORARY

- 7.1.1 Temporary employees shall be defined as employees who are employed on the basis for a period not to exceed one (1) year, except a temporary appointment to replace an employee on disability pursuant to the terms of section 5.2(4) or 5.2(5). Such employees are covered by the terms of the Agreement upon completion of their probationary period.
- 7.1.2 Temporary employees will become eligible to accrue benefits on such terms and conditions as applicable to probationary employees.
- 7.1.3 The names of all temporary employees and the date of the hire will be furnished to the Union on a monthly basis upon their being hired.
- 7.1.4 In the event of a reduction of the work force for any reason, seniority employees of the regular work force will be slotted into temporary positions (if qualified) with the full agreement and understanding that temporary employees will be laid off before any regular seniority employee is laid off.
- 7.1.5 In the event of promotion, regular seniority employees will be afforded the opportunity of promotion before consideration is given to temporary employees with the understanding that, should

employees of the regular work force not be accepted or not choose to be promoted, then temporary employees may advance into the job opportunity.

- 7.1.6 In the event regular seniority employees are laid off, they will return to work as regular employees prior to any other persons being returned or hired.
- 7.1.7 No temporary employee shall be hired to fill a position except when permanent employees in such entrance level positions from the same division are not available to fill such positions on a temporary reassignment.
- 7.1.8 Any employee who is hired on a temporary basis and who is subsequently transferred to permanent status shall be credited with seniority for the purpose of all benefits of this Agreement from his/her last date of hire as a temporary employee.

#### 7.2 REGULAR PART-TIME EMPLOYEES

Regular part-time employees shall be defined as those who are employed on a regular basis and have a normal scheduled work week of twenty-five (25) hours or more. Such employees shall be entitled, on a pro-rated basis (conforming to their normal work day or work week) to only the following benefits set forth in this Agreement: hourly rate for their job classification, holiday pay, vacations, jury duty, family sickness and death, civic duty pay, cancer screening and volunteer leave. It is understood that other part-time employees are

not covered by the terms of this Agreement.

# **ARTICLE 8**

# DISCIPLINE AND UNSATISFACTORY WORK PERFORMANCE

# 8.1 DISCHARGE, DISCIPLINE OR OTHER PENALTY

- 8.1.1 The Authority shall not exercise its right to discharge or otherwise discipline an employee without just cause.
- 8.1.2 The Authority shall have the right to discharge or otherwise penalize an employee for unsatisfactory work performance when for just cause. An employee shall not be disciplined for acts which occurred more than thirty (30) work days prior to the imposition of discipline providing the Authority had knowledge of such acts and had completed its investigation. The Union shall be notified in the event the Authority's investigation exceeds thirty (30) work days of its discovery, of such acts.
- 8.1.3 Whenever reasonable the Authority shall subscribe to the principles of progressive discipline. If the Authority has any reason to reprimand an employee, it shall be done in a manner that will not unduly embarrass an employee before other employees or the public.
- 8.1.4 In the event that an employee receives a written reprimand and one (1) year elapses without any other disciplinary action being imposed on the employee, such reprimand shall not be considered for purposes of progressive discipline. In the event that an

employee receives a suspension, the foregoing period shall be increased to eighteen (18) months.

8.1.5 Written reprimands ("write-ups") shall be deemed discipline.

# 8.2 PROCEDURES

- At the time of the suspension or discharge of an employee 8.2.1 covered by this Agreement, or as soon as practicable, the Authority will notify the disciplined employee, with copies to the division Union steward and Union President of the reasons for which the discipline was imposed, which shall indicate a description of the charges. Within five (5) work days of the receipt of such written notification, the employee shall, if s/he disagrees with the disciplinary action taken, have a right to appeal the disciplinary action by filing a written grievance with the Authority, through the Union, which shall be processed by the Union as a grievance at Step 2 of the grievance procedure and be handled through the arbitration step, if deemed necessary. The grievance filed shall include a statement setting forth the reasons for contesting the charges and/or any mitigating circumstances. The above procedure shall apply in lieu of Section 75 and 76 of the Civil Service Law for any employee who would otherwise be covered by those sections.
- 8.2.2 Should an employee be sent home because of disciplinary suspension or discharge, the division steward involved (or his/her

alternate), if reasonably available, shall be notified. If the steward was not reasonably available at the time the employee was sent home for disciplinary reasons, the steward (or his/her alternate) shall be advised at the end of his/her shift.

- 8.2.3 Failure to follow the procedure outlined in this section shall not prejudice or be used as a factor in any arbitration as to the issue of the just cause of the discipline imposed.
- 8.2.4 An employee found to be unjustly suspended or discharged shall be reinstated with full or partial back pay or without back pay, as deemed appropriate by the arbitrator.
- 8.2.5 Prior to an employee signing an admission of guilt s/he will be advised of his/her rights to have a steward present. Failure to so advise will mean that the written signed admission of guilt shall not be used as an exhibit in a subsequent arbitration proceeding involving discipline imposed upon that employee. It is understood that this shall not apply to instances where the employee is required to submit a report about

#### **ARTICLE 9**

# GRIEVANCE AND ARBITRATION PROCEDURE

#### 9.1 INTENT

9.1.1 It is the intent of this Article to provide an orderly and expeditious procedure for processing and settlement of all grievances of employees and disputes between the Union and the

Employer. It is agreed, therefore, that should any grievance or dispute occur over any matter, including the meaning, application and interpretation of this Agreement, the grievance and arbitration procedure set forth in the appropriate sections of this Article shall be the manner by which such grievances or disputes may be settled.

9.1.2 It is understood that no provision of this Agreement shall be interpreted to require the Union to represent an employee at any stage of the grievance procedure if the Union does not consider the grievance to be with merit.

#### 9.2 PROCEDURES

9.2.1 Any grievance or dispute which may arise between the parties, including the application, meaning or interpretation of this contract shall be settled in the following manner:

#### STEP 1. DIVISION LEVEL

- a. The grievance shall be first raised by a Union steward, with or without the grievant, to the grievant's Division Head. The Division Head shall then meet with the Union steward to examine the facts of the issue.
- b. The steward will be allowed twenty-four hours to review the issue with the grievant.
- c. A Step 1 meeting will be held between the steward, the employee and the Division Head to discuss appropriate resolution. The Division Head can uphold or deny the grievance at this stage of the procedure.

d. It is understood, however, that in cases of fighting, theft, substance abuse, insubordination and other serious violations, discipline will be immediate and the procedure outlined herein shall become inapplicable. In these cases, the union is not precluded from pursuing the grievance through the other Steps of section 9.2.

#### STEP 2. OPERATIONS LEVEL

Any grievance unresolved in Step 1, or any grievance involving a contract interpretation question of general application (i.e., involving or affecting employees of a number of different supervisors), shall be reduced to writing, signed by a Union representative and a copy served on the Director of Operations or his/her designee within one (1) calendar week of the conclusion of Step 1. There will be a meeting between the Director of Operations and up to two (2) representatives of the Authority, and up to three (3) authorized representatives of the Union at a time mutually convenient to the parties, but within five (5) work days of the service of the written grievance. It is understood that grievances settled in Steps 1 and 2 shall be without precedent or prejudice as to future grievances.

#### STEP 3. EXECUTIVE DIRECTOR LEVEL

If the grievance remains unresolved after Step 2, the Union President or his/her designee may, within five (5) days following the Step 2 meeting, appeal in writing (copy of grievance attached) to the Authority Executive Director or his/her designee. Within five (5)

working days of the receipt of such appeal there will be a meeting at a mutually convenient time between the Executive Director and his/her representatives and the Union President or his/her designee and up to three (3) additional Union representatives. The Authority shall serve a written answer to the grievance upon the Union within five (5) work days after this meeting and such time requirement may be extended by the mutual consent of the parties. If the parties mutually agree, there may be an additional meeting between the Executive Director and/or his/her designee and the representatives of the Union.

#### STEP 4. ARBITRATION LEVEL

If the grievance remains unresolved and if the grievance involves an alleged violation by the Authority of an express provision of this Contract, then the Union may submit the grievance in writing (copy to the Authority) to the American Arbitration Association or to the PERB Grievance Arbitration Service for the selection of an arbitrator to resolve the grievance in accordance with its rules and regulations. The decision of the arbitrator shall be final and binding upon both parties to this Contract.

9.2.2 The arbitrator shall have no power to add to, subtract from, or change any of the provisions of this contract, nor to render any decision which conflicts with the law, ruling or regulation binding upon the Authority, nor to imply an obligation on the Authority or the Union which is not specifically set forth in this contract. Awards

may not be retroactive beyond thirty (30) calendar days prior to service of the written grievance on the Authority.

- 9.2.3 If a grievance was not raised by the Union within one (1) calendar week of the act, occurrence or event giving rise to the grievance or if the grievance was not submitted in writing to the American Arbitration Association or to the PERB Grievance Arbitration Service within thirty (30) days after receipt of the Authority Step 3 Response, the grievance will be deemed waived and there shall be no right to arbitration, unless the parties by mutual agreement in writing extended one of the above two time limits for a specified period of time. If the Authority fails to answer, or meet, within one of the Step time limits set forth in this Section, the Union may proceed directly to the next Step of the procedure. The parties may by mutual agreement in writing bypass Step 1, Step 2 or Step 3 of the grievance procedure.
- 9.2.4 Expenses for the arbitrator's services and the proceeding shall be borne equally by the Authority and the Union. However, each party shall be responsible for compensating its own witnesses and representatives. If either party desires a verbatim record of the proceedings, it may cause such record to be made, provided that it pays for the record and makes copies available, without charge, to the other party and to the arbitrator.

#### **ARTICLE 10**

#### **WAGES**

#### 10.1 WAGE SCHEDULES

All employees covered by this Agreement shall be compensated in accordance with the hourly wage rates set forth in Appendix A of this Agreement.

#### 10.2 SHIFT DIFFERENTIAL

In addition to the established wage rates, the Authority shall pay an hourly premium of sixty cents (60¢) per hour for all hours worked between 3:00 p.m. to 7:00 a.m.

#### 10.3 PAY PERIOD

The wages of all employees covered by this Agreement shall be paid on the same day each week, in the event this is a holiday, the preceding day shall be the pay day, unless the delay in availability of paychecks is due to circumstances beyond the Authority's control. Employees are encouraged to enroll in direct deposit to ensure timely payment of wages.

#### 10.4 PAYCHECKS AND W-2 FORMS

- 10.4.1 Employee checks and W-2 forms shall be placed in sealed envelopes prior to distribution to employees.
- 10.4.2 It is agreed that paycheck distribution will include the specific delineation of night shift differential, out-of-title pay,

overtime and back pay, other payroll items will be included in the miscellaneous column as now provided.

#### 10.5 PAYROLL ERRORS

Errors in an employee's basic paycheck shall be corrected within twenty-four (24) business hours after being reported by the employee to his/her payroll clerk. Errors in overtime payments shall be corrected by the next regular payday, except where the error consists of six or more hours of premium pay in which case the error shall be corrected before the end of the next business day following the payday when it occurred. Overage payments shall be deducted from the regular paycheck.

#### 10.6 TOOL ALLOWANCE

- 10.6.1 Classifications of HEM I and HEM II shall receive an annual tool allowance of three hundred seventy five dollars (\$375.00). This allowance is intended for replacement of and insurance for the individual's tools. Should an individual feel s/he has a claim against the Authority for loss or theft of his/her tools, s/he is not precluded from filing a claim against the Authority but s/he shall not resort to the grievance/arbitration procedure of this Agreement to pursue such claim. Moreover, the Authority bears no responsibility for any such loss or theft.
- 10.6.2 To be eligible to receive the annual tool allowance, an employee must occupy, on July 1<sup>st</sup> of each year, a designated title

specifically listed in subsection 10.6.1 above. The tool allowance payment shall be made in a separate check on or before the first Friday of September and shall be payroll factored.

#### 10.7 WORK AND PROTECTIVE CLOTHING

- 10.7.1 The Authority shall provide laundered work clothing to the following job titles: HEM I and HEM II.
- 10.7.2 Each active member of this Collective Bargaining Unit who is not provided work clothing will receive an annual stipend of \$250.00 in lieu of receiving work clothing. Each active member of this Collective Bargaining Unit who receives laundered uniforms or shirts pursuant to section 10.7.3 will receive an annual stipend of \$125.00. The annual stipend will be paid in a separate check on or before the first Friday of September and will be payroll factored.
- 10.7.3 Employees in the job titles of Custodial Worker I and Custodial Worker II will be required to wear a solid color, plain navy blue shirt with SRAA logo and khaki-type pants/shorts tan or blue in color or blue jeans while working. The Authority will pay for and provide five (5) shirts with an Authority logo to employees in the job titles Custodial Worker I and Custodial Worker II each calendar year in the month of January. New hires will receive the clothing as soon as practicable. If a new hire's start date is between September and December, they will receive two shirts only, and five the following January. The Authority will provide a reasonable number of

replacement shirts per year at the discretion of the Director of Human Resources. The employee must provide a written request for the replacement to their supervisor which includes the reason why it needs to be replaced, and return the unusable item of clothing. Eligible reasons for replacement include but are not limited to stains that cannot be removed, rips or tears, change in employee size. If the employee wants to purchase any additional clothing at their own expense beyond what is stipulated in this article, they may do so during times designated throughout the year by the Authority.

- 10.7.4 The Authority will provide employees in the title of Airport Maintenance Worker and Gardener with high visibility safety vests to be worn as required in accordance with applicable rules and regulations.
- 10.7.5 Each Custodial Worker I and Custodial Worker II in this Collective Bargaining Unit will be provided a \$100 bootslip twice a year to be used to purchase one pair of oil/slip resistant safety shoes per bootslip as required by their specific job duties. Each Airport Maintenance Worker, Heavy Equipment Mechanic I and II and Gardener in this Collective Bargaining Unit will be provided a \$100 bootslip twice a year to be used to purchase one pair of safety boots per bootslip as required by their specific job duties. Employees may elect to purchase the required safety shoes/boots at a vendor of their choice. Employees will be reimbursed by the Authority for actual cost not to exceed the bootslip amount provided they present

satisfactory proof of purchase and ANSI/ASTM certification.

10.7.6 Protective equipment such as safety glasses, hearing protections, safety vests, safety shoes, gloves, etc., as well as rainwear, will be provided as required by specific job duties.

#### 10.8 RATES OF NEW JOBS

When any position not listed in Appendix A is established or the specifications of any existing positions are materially changed, the Authority, after consultation with the Union, may designate a job classification or new specification (subject to Civil Service approval) and rate structure for the position. In the event the Union does not agree that the classification and pay rate are proper, the matter will be subject to the grievance procedure so long as a written grievance is served on the Authority within three (3) weeks after the designation of the job classification and pay rate. Failure to serve such a written grievance will make the Authority's determination final and binding.

# ARTICLE 11 OVERTIME

#### 11.1 DISTRIBUTION

11.1.1 All overtime shall be distributed as equally as possible among employees in the same job classification within a division with the exception of employees who work in a specialized operation where all overtime shall be distributed as equally as

possible among such employees. Lists will be maintained of all those employees in each division by seniority from which employees will be selected on a rotational basis when overtime is necessitated. Work already in progress shall be offered to the employee performing such work at the time the determination was made that the overtime work was necessary.

- 11.1.2 Any employee who is unavailable for, excused from, or declines overtime work shall be charged with an offering for rotational and equalization purposes. Any employee who agrees to work overtime must comply with the provisions of Article 4.4. Furthermore, should an employee call in sick for a scheduled overtime opportunity on three (3) occasions within a quarterly overtime period such employee shall be withdrawn from that quarter's overtime list. Any inequity resulting from implementation of this provision shall not be considered for equalization purposes of Section 11.1.4(A).
- 11.1.3(a) Overtime work, other than emergency situations or foreseeable emergency situations as determined by the Division Head or the Executive Director, shall be voluntary. There shall be no discrimination against any employee who declines to work overtime. Overtime made necessary because of an emergency condition shall be required of the employee.
- 11.1.3(b) An employee who has completed his/her contractual probationary period (12 months) may, at his/her option, request that

overtime hours be logged as compensatory time in lieu of overtime pay. Employees who elect compensatory time must do so at the conclusion of the work week in which the overtime is worked. An employee may only add to the bank a maximum of one hundred (100) hours of compensatory hours per calendar year (January to December) to be used subject to the reasonable approval of the supervisor. Employees cannot elect to split an overtime opportunity worked between compensatory time and overtime pay unless the compensatory time is used to reach the maximum of one hundred (100) hours.

Effective January 1, 2024, an employee may only add to the bank a maximum of eighty (80) compensatory hours per calendar year (January to December). Employees cannot elect to split an overtime opportunity worked between compensatory time and overtime pay unless the compensatory time is used to reach the maximum of eighty (80) hours. An employee may request up to forty (40) hours of compensatory time as paid time off to be used subject to reasonable approval of the supervisor. Compensatory time remaining in the bank at the end of a calendar year shall be paid (cashed out) at the employee's current hourly rate of pay on the first paycheck in January.

Compensatory time off must be requested in writing at least forty-

eight (48) hours in advance of the time requested unless mutually agreed upon by the employee and the supervisor. All compensatory time off shall be taken in no less than four-hour increments unless the employee's bank is less than four hours. Only time available in the bank at the beginning of a pay period may be used in that pay period. If a conflict occurs as to the request for compensatory time off, preference shall be given to previously approved vacation, personal leave or compensatory time requests.

- 11.1.4 The Union stewards shall be given free access at mutually convenient times to review the overtime lists and the Authority shall cooperate with the steward in explaining any questions regarding such list and the offerings indicated. Each three (3) months a copy of such list shall be posted and a copy supplied to the union steward which shall indicate: the number of offerings not available and their value in hours; the number of offerings worked and their value in hours; and the total offerings and hours. Said offerings and hours shall include hold-over overtime.
- A. Any discrepancies of more than 20% from the average in any quarter shall be equalized during the next quarter. If such equalization is not accomplished within the next quarter, the Union and the Authority will resolve the discrepancies via the grievance/arbitration procedure of this Agreement.
- B. Any employee who does not wish any overtime for a quarter may

sign-off from offerings for that quarter. It is understood that such an individual will not be exempt from emergency overtime.

- 11.1.5 A. It is understood by the Authority and the Union that sequential offerings of overtime will often result in discrepancies in the total number of overtime hours worked. In such instances the number of offerings will be controlling.
- B. It is understood that situations will arise which dictate a departure from the normal sequential offering.
- C. Whenever inordinate discrepancies in hours arise or when sequential offerings have been departed from, the issue will be referred to Article 9 (Grievance and Arbitration).

### 11.2 PREMIUM RATES OF PAY

- 11.2.1 All employees covered by this Agreement shall be paid a premium rate of time and one-half of their regular rates of pay for all work performed:
- (1) in excess of eight (8) hours in any work day;
- (2) before or after the employee's regular work shift;
- (3) in excess of forty (40) hours in any one work week;
- (4) on a sixth (6th) consecutive day of actual work of the employee involved;
- (5) on a paid holiday as designated in Section 12.1 of this agreement;
- (6) on his/her regular scheduled vacation period as set forth in Section 11.6 of this Agreement.
- 11.2.2 All employees covered by this Agreement shall be paid a

premium rate of double their regular rate of pay for all work performed on a seventh (7th) consecutive day of actual work in any one work week of the employee involved. For purposes of this section the seventh (7<sup>th</sup>) consecutive day shall start at the beginning of the third (3<sup>rd</sup>) shift.

- 11.2.3 All employees covered by this Agreement shall be paid a premium rate of 2-1/2 times their regular rates of pay for all work performed during overtime hours on the employee's regularly scheduled vacation as set forth in Section 11.6 of this Agreement.
- 11.2.4 For purposes of computing overtime, all holiday hours unworked for which an employee is compensated shall be regarded as hours worked.
- 11.2.5 If an employee covered by this Agreement works on any of the holidays as designated in Article 12.1, such employee shall be paid at a premium rate of one and one- half (1 1/2) times his/her regular rate of pay for all work performed for eight or less hours. This premium shall be in addition to his/her holiday allowance if otherwise eligible. However, should an employee work beyond eight hours on any designated holiday, such employee shall receive a premium rate of one and three-quarters (1-3/4) times his/her regular rate of pay for each and every hour worked beyond eight on such holiday, It is understood that there shall be no additional holiday allowance paid for work beyond the eight hours on any of the designated holidays of Article 12.1.

11.2.6 For the purpose of computing premium pay under this Section, time lost from regularly scheduled work for which an employee is compensated through any paid leave provision of this Agreement shall be considered as time actually worked. An employee who is off without pay during the regular work week may, at the discretion of the Authority, receive premium pay for work beyond his/her normal work schedule, if the sole reason s/he is off without pay is that s/he has previously suffered a long term illness at which time all accrued leave was utilized.

#### 11.3 CALL TIME

- 11.3.1 Any employee called for emergency duty, in addition to his/her regular working hours, shall receive not less than four (4) hours pay. The employee shall receive premium pay for the time actually worked and if four (4) hours is not worked, straight time shall be paid for the remaining time to the minimum of four (4) hours.
- 11.3.2 When circumstances permit, any employee required to work at least four (4) hours of overtime either before or following his/her regular full day shall be granted one-half (1/2) hour off with pay for the purpose of eating. A similar one-half (1/2) hour with pay shall be granted for each such subsequent four (4) hour period of overtime to be followed by additional overtime.

#### 11.4 WORK DURING VACATION

Except in cases of emergency, no employee shall be required to work during his/her regular scheduled vacation period. Any employee who is required to work on his/her vacation period because of an emergency, shall be paid for all regular hours worked at the rate of time and one- half his/her regular rate of pay, and two and one-half (2.5) times his/her regular rate of pay for all overtime hours worked; all in addition to his/her vacation pay, or in the alternative, the employee may elect to bank the vacation time for use later in the vacation period.

## **ARTICLE 12**

#### **HOLIDAYS**

#### 12.1 DESIGNATED HOLIDAYS

- a. The following days shall be recognized as paid holidays under this contract: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day.
- b. There shall be two "floating" holidays, each of which must be taken during the calendar year in which it occurs, provided however that the new hires who commence employment on or after July 1 will be eligible for just one floating holiday for the calendar year. One of the floating holidays is specifically in recognition of

Juneteenth. Employees desiring such holidays will submit written request at least three (3) days in advance and approval of such day by the division head will be contingent on operational needs.

#### 12.2 WEEKEND HOLIDAYS

- 12.2.1 Holidays falling on Saturday shall be observed on Saturday. Holidays falling on Sunday shall be observed on Monday.
- 12.2.2 For those shifts that start on Sunday night, the Sunday night into Monday shift, shall be considered the Monday Holiday.

#### 12.3 SPECIAL OBSERVANCES

Subject to operational requirements, employees will be released from work upon completion of four (4) hours after the start of their regular work shift on Good Friday and either the day before Christmas or the day before New Year's Day.

If operational requirements prevent release on those days, employees may take, subject to approval of their supervisor, four (4) hours at a later time subject to the following conditions for Good Friday, within the same calendar year; for the day before Christmas or the day before New Year's Day, within the following calendar year.

#### 12.4 HOLIDAY PAY

Eligible employees shall receive holiday pay of eight (8) hours pay at their straight-time hourly rate for each of the above-named holidays whether such holiday is observed on the employee's regularly scheduled work day or not.

#### 12.5 ELIGIBILITY

To be eligible for this holiday pay, an employee must have worked his/her last full scheduled work day prior to and after the holiday. An employee will be deemed to qualify under this provision if:

- (1) s/he was on any authorized paid leave;
- (2) his/her unpaid absence was excused by the Authority;
- (3) s/he was off the active payroll due to a layoff or a leave without pay which commenced seven (7) calendar days or less prior to the holiday observance; employees on leave without pay otherwise are not eligible for holiday pay.

#### **ARTICLE 13**

#### LEAVES OF ABSENCE – GENERAL

## 13.1 ELIGIBILITY REQUIREMENT

- 13.1.1 Employees covered by this Agreement shall be eligible for leaves of absence, not otherwise provided pursuant to this agreement, for reasonable purposes after completion of their probationary period.
- 13.1.2 Leaves of absence shall not be given for the purpose of engaging in employment other than with the Syracuse Regional Airport Authority.

13.1.3 Except where otherwise indicated, all unpaid leaves of absence granted shall be at the sole discretion of the Executive Director.

#### 13.2 PROCEDURE

All leaves under this Agreement, whether paid or unpaid, shall be handled in accordance with the following procedures:

- 13.2.1 Any request for a leave of absence shall be submitted in writing by the employee to his/her division head. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires.
- 13.2.2 Any authorization for a leave of absence shall be furnished to the employee by his/her division head, and it shall be in writing.
- 13.2.3 A request for a short leave of absence not exceeding one (1) month shall be answered within ten (10) days. No leave of absence, except for military service, shall exceed one (1) year in length.

## 13.3 GENERAL SENIORITY PROVISION

Seniority shall continue to accrue during a leave of absence up to a maximum of fifteen (15) months. If the employee has not returned to active employment within fifteen (15) months of the commencement of the leave of absence, his/her seniority shall be terminated. An employee returning from a leave of absence of fifteen (15) months or less duration shall be returned to the position s/he held at the time the leave was taken.

#### **ARTICLE 14**

#### UNPAID LEAVES

#### 14.1 UNION BUSINESS

Members of the Union selected by the Union to participate in Union activity shall be granted a leave of absence at the request of the Union. A leave of absence for such Union activity shall not exceed one (1) month but it may be renewed or extended for a similar period of time upon the request of the Union, at the discretion of the Executive Director.

#### 14.2 EMPLOYMENT OPPORTUNITIES

Employees shall be granted a leave of absence without pay to enable such employee to serve temporarily or provisionally for trial periods or for periods necessary to qualify for permanent appointment to a competitive class or another position of a higher class that requires such conditions to be met, or where an employee is offered a job on a permanent transfer, as long as said employment is with the Syracuse Regional Airport Authority.

#### 14.3 EDUCATION LEAVES

14.3.1 For the purpose of becoming enrolled on a full-time basis for work towards a degree at a duly accredited university or college, an employee having more than three years of seniority, upon written request at least sixty (60) work days in advance of the requested

leave, may be granted a leave of absence not to exceed one (1) year. Upon the mutual agreement of the Authority and employee, such leave may be extended for an additional period of one (1) year.

14.3.2 An employee having more than one (1) year of seniority may take a leave of absence for any other educational purposes of up to an aggregate of twelve (12) months in any forty- eight (48) month period upon request of the employee, at the discretion of the division head.

## 14.4 PUBLIC OFFICE

An employee may be granted a leave without pay if s/he is appointed to non-elective public post or office which requires him to be away from his/her job with the Syracuse Regional Airport Authority on a full time basis. When requesting such a leave the employee must indicate the date of such appointment, the name and address of the governmental agency where the public post or office to which s/he was appointed is located, and the specific date that such appointment is to commence and is scheduled to end.

#### 14.5 PAY STATUS

All leaves under this Article shall be without pay.

### **ARTICLE 15**

#### **PAID LEAVES**

#### 15.1 FAMILY SICKNESS AND DEATH

15.1.1 Family Sickness. It is understood that a sickness benefit is available for the employee's spouse, parents, children, sister, brother, grandparents, grandchildren, fathers- in-law, and mothers-in-law. A total of six (6) days per year shall be granted with no loss of pay. Medical documentation shall be provided. Moreover, an additional two (2) days per calendar year shall be granted in the case of an employee's (male and female) childbirth. Upon request, the employee shall produce a birth certificate showing his/her relationship to the child.

Unused family sickness days shall be converted to sick leave at the end of each calendar year at a 2 to 1 ratio. Only whole days shall be converted and shall be in accordance with the following schedule:

6 to 3

5 to 2.5

4 to 2

3 to 1.5

2 to 1

1 to 0.5

15.1.2 Death. Each employee in this bargaining unit shall be granted ten (10) consecutive work days off for the death of a parent, spouse or child. Each employee shall be granted four (4) consecutive work days off for each death in the employee's family defined as sister, brother, grandparents, grandchildren, father/mother-in-law, son/daughter-in-law. In the event of death of an employee's brother/sister-in-law, aunt/uncle or niece/nephew, the employee will be given, the day of the funeral off with pay provided such is a regularly scheduled work day and the employee actually attends the funeral.

#### 15.2 PERSONAL LEAVE

15.2.1 Employees covered by this Agreement shall be permitted three (3) personal leave days each calendar year, non-cumulative. The employee shall give as much advance notice as possible to the Authority of his intention to take such a day off. Such notice should be given in writing by requesting employee by completing a small request form to be provided by the division. Such leave will not be denied merely because employee did not complete required form unless failure to do so was a result of malice or mere refusal to complete such form. It is understood that such notices shall be given no less than within one (1) hour of the start of the employee's scheduled shift preceding the day it is to be taken off. Such leave shall be granted without loss of pay and shall not be deducted from

vacation accruals or another leave benefit.

- 15.2.2 In the case of emergencies of a substantial and compelling reason which cannot be reasonably foreseen, the above time limits may be waived.
- 15.2.3 Personal leave days for new hires with less than one year of service will be pro-rated according to date of hire as follows:

January - April 3 days leave

May – August 2 days leave

September - December 1 day leave

Should any employee transfer from another Authority bargaining unit such employee shall be allowed no more than a maximum of three (3) Personal Leave days per calendar year regardless of bargaining unit.

15.2.4 Personal leave is not compensable upon an employee's separation from employment for any reason.

## 15.3 JURY DUTY

All employees covered by this Agreement shall be granted a leave of absence regardless of work shift if required to report for jury duty or service. For such leave employees will receive the difference between their regular pay and the pay (if any) received for jury duty or service. The employee may retain any mileage compensation s/he receives.

#### 15.4 CIVIC DUTY

Employees subpoenaed to appear before a Court or other public body in any matter not related to their work in which they are not personally involved as a plaintiff or defendant, or where the matter does not involve friends or relatives, shall be granted a leave of absence without loss of time or loss of pay. For any court appearance required of an employee which relates to his/her job which interferes with his/her normal working hours, said employee will lose no time or pay.

#### 15.5 MILITARY SERVICE LEAVE

In the case of an employee who is a member of a reserve force of the United States or of this State and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or this State the Authority will follow all Federal and state laws related to military service.

#### 15.6 CIVIL SERVICE EXAMINATION

15.6.1 Any employee who is a provisional appointee in a competitive Civil Service position shall be granted time off without loss of time or pay to take the Civil Service examination for his/her position.

15.6.2 In the event that a jurisdictional classification is changed for any job title covered by this agreement from Labor or Non-Competitive status to Competitive status, the Authority shall request that the Onondaga County Civil Service Authority grant the present incumbents permanent status without having to take a competitive Civil Service examination. The Union shall be provided with a copy of this request. It is understood, however, that the final determination as to whether such a test will be required, in all cases, rests solely with the Onondaga County Civil Service Authority.

#### 15.7 ATTENDANCE AT COMPENSATION HEARING

An employee shall receive a day off with pay for any Workers Compensation hearing in which s/he is involved. S/he must produce the notice of such hearing to his/her supervisor no less than twenty-four (24) hours in advance of the hearing. This section shall only apply if the employee was regularly scheduled the day of the hearing and would have worked such day but for his/her attendance at the Workers Compensation hearing. Employees are entitled to paid leave up to 3 hours for actual attendance at each Workers Compensation follow-up medical appointment. Documentation of such attendance shall be required.

#### 15.8 UNION LEAVE

Two members of the Union elected to attend a function of the International Union, or other subordinate body, such as conventions or educational conferences, shall be allowed time off with no loss of pay, not to exceed an aggregate of fifteen (15) days in any one year, provided that at least one (1) week's notification in advance and in writing is made prior to such time to be taken off.

#### 15.9 VOLUNTEER LEAVE

Employees covered by this Agreement may take up to 16 hours of paid volunteer leave per calendar year, at four (4) hours of leave per quarter, for volunteer activities with 501(c)(3) nonprofit community programs. Volunteer time must be requested at least one week in advance, and when possible should be regular and on a set schedule to help with the coordination of work-related responsibilities. Approval is at the discretion of the employee's supervisor and the Director of Human Resources. Leave must be used in 4 hour (half day) increments; however, leave may be combined for a full day subject to approval. Unused Volunteer Leave does not carry over into the next calendar year.

#### 15.10 PREGNANCY LOSS LEAVE

Female employees covered by this Agreement who experience a

pregnancy loss due to miscarriage, ectopic pregnancy, molar pregnancy or stillbirth shall be permitted five (5) consecutive work days off without loss of pay. Documentation by a health care provider may be required.

# ARTICLE 16 VACATIONS

#### 16.1 VACATION SCHEDULE

16.1.1 The vacation to which an eligible employee is entitled shall be determined by his/her seniority as of July 1st of the vacation period in question, in accordance with the following schedule:

Seniority as of July 1 Vacation

Less than 6 months 0.5 weeks

6 months to 1 year 1 week

1 year or more 2 weeks

4 years or more 2.5 weeks

5 years or more 3 weeks

10 years or more 3.5 weeks

15 years or more 4 weeks

19 years or more 4 weeks + 2 days

20 years or more 4 weeks + 3 days

24 years or more 4 weeks and 4 days

25 years or more 5 weeks

16.1.2 One (1) weeks' vacation shall consist of five (5) working days off. One (1) weeks' vacation pay shall equal forty (40) hours off. One (1) weeks' vacation pay shall equal forty (40) hours pay at the employee's regular straight-time rate of pay.

#### 16.2 CHOICE OF VACATION PERIOD

16.2.1.A The vacation period shall begin on July 1 of a given year and end on June 30 of the following year. At the discretion of the Authority, an employee may be permitted to take some or all of the vacation prior to July 1 that s/he would be entitled to as of July 1. To be eligible for a vacation, an employee must have had earnings in at least half (1/2) the payroll periods in the twelve (12) months prior to the July 1 in question. In the case of an employee with less than twelve (12) months of continuous service, this requirement will be met if the employee has had earnings in at least half (1/2) of the payroll periods since the commencement of his/her employment.

16.2.1.B Notwithstanding the above, in the event that an employee is out on Worker's Compensation, whether with or without a supplemental sum, for more than half the payroll periods in the twelve (12) months prior to July 1<sup>st</sup> in question, vacation accrual shall be pro-rated based on the actual time worked.

16.2.2 Insofar as practicable, vacations will be granted at the time

most desired by the employee. Where it is necessary to limit the number of employees on vacation at a given time, preference will be given on the basis of seniority.

- 16.2.3 If an employee has not had or scheduled his/her vacation prior to April 1, it shall be scheduled for him by the Authority for some time prior to the end of the vacation period unless other mutually satisfactory arrangements are made between the Division Head and the employee involved.
- 16.2.4 The Authority will post a vacation entitlement schedule once each year prior to July 1.
- 16.2.5 An employee may carry over up to twenty (20) unused days of vacation to the following vacation period. An employee on the active payroll as of June 30 may elect to be paid out for up to ten (10) of the twenty (20) unused days of vacation.

## 16.3 VACATION CREDITS UPON LAY-OFF, SEPARATION OR DEATH

An employee, except a probationary employee, who is laid off, discharged, retired or separated from service of the Authority for any reason after July 1st, but prior to taking his/her vacation, shall be compensated in cash for the unused vacation s/he has become entitled to on July 1st. In the case of a death of such an employee, such payment shall be made to his/her estate.

## ARTICLE 17

#### SICK LEAVE

## 17.1 SICK LEAVE ACCRUAL

All employees shall accrue one (1) day of sick leave for each month of service from their date of hire and they shall continue to accumulate sick leave on that basis for as long as they are in the service of the Authority. Sick leave shall be accrued by an employee for any month in which the employee is compensated for twenty-four (24) or more hours of work.

#### 17.2 ELIGIBILITY

Employees shall be eligible to utilize their paid sick leave with a doctor's certificate after six (6) months of the probationary period rather than completion of the entire probationary period. The length of the probationary period shall be determined by the Authority, but in no case shall it exceed twelve (12) months duration. Nevertheless, all probationary employees shall be subject to the provisions of 17.4.1.

#### 17.3 ALLOWANCE

Any employee contracting or incurring any non-service connected sickness or disability which renders such employee unable to perform the duties of his/her employment or for any visit that an employee must make to a physician, chiropractor or dentist, which cannot be scheduled during non-working hours or for medical visits required as a result of a job incurred injury, such employee shall receive sick leave with pay. All sick leave taken under this paragraph is subject to the limitations of Section 17.2. Where the sick leave was taken because of the above described visits for medical treatment, the employee must submit to the Authority a written statement from the physician, chiropractor or dentist involved certifying the visit was required, and in fact made, and such visits will be charged in one- half (1/2) day units against accumulated sick leave.

#### 17.4 CONDITIONS

- 17.4.1 An employee may be required by the Authority to produce a doctor's certificate for all absences due to illness or disability after the employee has been absent for three consecutive days without a confirming doctor's certificate. The doctor's certificate shall attest to the employee's inability to work because of sickness or disability to qualify for sick leave with pay and/or to qualify as a lawful excused absence.
- 17.4.2 An employee shall be required by the Authority to submit to a medical examination at the Authority's expense when such employee has used ninety (90) calendar days of sick leave within a twelve (12) month period and the findings of the Authority's

physician shall be final and not grievable.

#### 17.5 ABSENCE DUE TO COMPENSABLE INJURY

Employees who are unable to perform the duties of their employment because of injuries received in the service of the Authority and who receive Worker's Compensation benefits may elect to receive a supplemental sum equal to the difference between their wages and their compensation benefits; but such supplemental sum shall be deducted from sick leave credits, accrued vacation, earned floating holiday and/or personal leave not to exceed the total amount of accumulation.

#### **ARTICLE 18**

### MEDICAL, DENTAL AND VISION PLANS

## 18.1 AMOUNT OF PAYMENT

- 18.1.1 All employees covered by this Agreement shall contribute to healthcare coverage in accordance with the rates set forth in Appendix B of this Agreement.
- 18.1.2 It is understood that the Authority's obligation is limited to making required payments for those eligible employees who have actually enrolled in an Authority health plan. Employee contributions for medical, dental, and vision coverage shall be deducted on a pre-tax basis and shall be deducted weekly.
- 18.1.3 Active employees who are not receiving a paycheck for

more than one month will be required to pay healthcare contributions through monthly direct bill in order to continue coverage.

#### 18.2 NOTIFICATION

The Authority agrees that it will send during the annual enrollment period of each year a letter or payroll notice to each eligible employee. This letter or payroll notice will advise the employee of the existence of the Plan, and the current cost to the employee under the Plan. The Authority will furnish the Union with a list of employees to whom the letters or notices were sent.

#### 18.3 COVERAGE UNDER THE PLANS

Coverage under the Plans will commence on the employee's date of hire. Coverage will terminate upon one of the following occurrences:

- (1) At the end of the month following the employee's final paycheck following a quit, termination or discharge;
- (2) Absence of the employee from the active payroll for thirty (30) consecutive days or more for any reason other than absence because of sickness or disability. In the case of sickness or disability, coverage will be continued for up to a maximum of two (2) years.

## 18.4 MEDICAL, DENTAL, AND VISION PLANS

18.4.1 The OCEBA Plan M Medical, Dental, and Vision plans will be made available to all bargaining unit employees.

Effective January 1, 2024, the OCEBA Medical Plan M, Plan K, and Plan H2 will be made available to all bargaining unit employees, along with OCEBA Dental offered through Guardian and Vision plan offered through UnitedHealthcare. An employee electing coverage under the high deductible OCEBA Plan H2 will be given the opportunity to establish a Health Savings Account which the SRAA will fund to the following levels: Individual Coverage - \$2,000 per year (\$500 per quarter); Family Coverage - \$4,000 per year (\$1,000 per quarter).

- 18.4.2 The Authority retains the right to change the carrier and/or the Medical Plan, Dental Plan, and/or Vision plan during this contract term provided that:
- (1) the Union is first consulted, and;
- (2) the replacement Medical Plan, Dental Plan, and/or Vision plan offers benefits which are, on an overall basis, equal to those of the present plan.
- 18.4.3 In the event of disagreement between the Authority and the Union, the latter will go directly to Step 4 of the Grievance and Arbitration Procedure and no change in carrier or plan shall be made

until the arbitrator resolves the question of whether or not the benefits of the proposed new plan, on an overall basis, are equal to the present plan.

18.4.4 This Section shall not apply to changes of carrier and/or plan benefits which are outside the control of the Authority.

#### 18.5 RETIREE MEDICAL INSURANCE

- 18.5.1 Bargaining unit members who retire from employment with the Authority during the term of this collective bargaining agreement and who satisfy the eligibility criteria contained in Section 18.5.2 shall be eligible to participate in the Authority's medical insurance plan for retirees.
- 18.5.2 Eligibility Criteria: The following are the eligibility criteria for participation in the Authority's medical insurance plan for retirees:
- 1. he/she must have ten (10) years of employment (full or part-time) with the Authority;
- 2. he/she must be eligible to retire with a pension from the NYS Employees Retirement System;
- 3. he/she must immediately apply for and thereafter collect the pension upon leaving Authority payroll; and
- 4. he/she must be currently enrolled in the Authority's medical plan.

- 18.5.3 Retiree Contributions: A retiree shall contribute to the cost of health insurance coverage in an amount equal to that paid by an active employee of the bargaining unit. The parties recognize that a retiree's contribution toward the cost of health insurance may change and is not fixed. Whenever an active employee's contribution toward the cost of health insurance changes (provided such changes are negotiated, effected in accordance with the collective bargaining agreement then in effect, or mandated by state or federal law), including any such changes in future years beyond the expiration of this collective bargaining agreement, the retiree's contribution shall also change to an equivalent amount.
- 18.5.4 Plan Design Changes/Adjustments in Co-Payments, Deductibles and Out-of- Pocket Costs: The Authority retains the right to implement retiree health insurance plan design changes and to adjust co-payments and deductibles and out-of-pocket costs on terms that are commensurate with plan design changes and co-payments, deductibles, and out-of-pocket costs for active employees (provided that such changes are effected in accordance with the collective bargaining agreement, negotiations, or mandated by state or federal law). The Union acknowledges that actives and retirees may have different plans and, therefore, these provisions shall be broadly construed to give the Authority the right to make changes

that are similar to those made for actives under the active health insurance plan in effect for active employees; such changes do not have to mirror the active plan or plans in areas where the plans differ as long as the plan design changes for both actives and retirees are commensurate on the whole. Retiree health benefits under this provision will also be coordinated with Medicare eligibility and any other governmental health insurance program that may subsequently replace, supplement, or coordinate with Medicare, with Medicare and any other such health insurance being primary at all times. Upon becoming Medicare eligible, retirees must elect and obtain Medicare and any other governmental health insurance program that may subsequently replace, supplement, or coordinate with Medicare to continue participation in the Authority's health insurance plan.

## **ARTICLE 19**

#### RETIREMENT

#### 19.1 RETIREMENT PLAN

- 19.1.1 The Authority agrees to pay the employer share of the coverage under the NYS Retirement and Social Security Law (RSSL) for those employees who become members of the NYS Employee's Retirement System.
- 19.1.2 It is understood, however, that it is the ultimate

responsibility of the employee himself to become enrolled in the plan, and the Authority's responsibility is limited to paying the proper costs as billed by the State. Any questions concerning membership in the New York State Retirement System or benefits thereunder shall be directed to NYS Employee's Retirement System, Governor A.E. Smith State Office Building, Albany, New York 12244.

#### 19.2 RETIREMENT OPTION

The Authority will maintain Section 41-j of the RSSL (Sick Leave Incentive).

#### 19.3 SOCIAL SECURITY

Should the Authority at any time during the term of this Agreement determine to withdraw from participation in the Federal Insurance Contribution Act, it shall notify the Union of such intent and meet and confer regarding same.

#### **ARTICLE 20**

#### MANAGEMENT LABOR RELATIONS

## 20.1 CONTRACTING - SUB-CONTRACTING OF PUBLIC WORKS

During the term of this Agreement, the Authority shall not contract out or sub-contract any public work performed by employees covered by this Agreement that would mean their layoff.

#### 20.2 STRIKES

No strikes of any kind shall be caused or sanctioned by the Union during the term of this Agreement. When a private contractor, under contract with the Authority, is in a labor- management crisis and a strike is called against the private contractor, the Authority will not require that employees covered by this Agreement do any of the work of the private contractor, except in exigent circumstances.

### 20.3 LOCKOUTS

No lockout of employees shall be instituted by the Employer during the term of this Agreement.

#### 20.4 MANAGEMENT PREROGATIVE

The Authority shall have exclusive right and authority to manage operations, including but not limited to the following rights: to determine qualifications for hire or for promotion; to transfer and/or discipline subject to law and the terms of this contract; to determine the size of the work force, the work to be performed, its place of performance and who is to perform it; to make and enforce reasonable work rules and regulations; to determine the hours of work and work schedules subject to the terms of this contract; to determine the methods, means and personnel by which Authority

operations are to be conducted, including subcontracting, if deemed necessary; to determine reasonable standards of performance and to determine and maintain efficient operations; and from time to time to change any or all of the above determinations. It is understood and agreed that all rights, powers and authority of the Authority are retained, except those expressly abridged, deleted or modified by an express provision of this contract.

#### 20.5 PRODUCTIVITY

The Union recognizes the necessity of continuous improvement in productivity throughout the Authority's operations covered by this collective bargaining agreement and, in this connection, will urge its representatives and members to cooperate with the Authority in accomplishing this result.

#### 20.6 WORK RULES

- 20.6.1 The Authority further agrees to furnish each employee in the bargaining unit with a copy of all existing work rules, within thirty (30) days after they become employed by the Authority.
- 20.6.2 When existing rules are changed or new rules are established, they shall be first discussed with the Union. All changes in rules shall become effective no sooner than ten (10) consecutive work days after distribution to employees in the bargaining unit.

- 20.6.3 The Authority will require employees to acknowledge receipt of all existing or new work rules.
- 20.6.4 Any complaint as to the reasonableness of any new or existing rule or any complaint involving discrimination in the application of new or existing work rules shall be resolved through the grievance procedure.

#### 20.7 GENERAL PROVISIONS

The Union recognizes its responsibility as the sole and exclusive representative of this bargaining unit and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

# ARTICLE 21 SAVINGS CLAUSE

Should any article, section, or portion thereof, of this Agreement be unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section or portion thereof directly specified in the decision.

# ARTICLE 22 STATUTORY PROVISION

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 PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

THE AUTHORITY'S BOARD IS THE LEGISLATIVE BODY FOR PURPOSES OF THIS ARTICLE.

### **ARTICLE 23**

### TERMINATION AND MODIFICATION

This Agreement shall be effective as of the 1st day of July 2023, and shall remain in full force and effect until the 30th day of June 2026. It shall be automatically renewed from year to year thereafter, unless either party shall notify the others in writing at least one hundred and eighty (180) days prior to the termination date that it desires to modify this Agreement. In the event that such notification is given, negotiations shall begin not later than one hundred and fifty (150) days prior to the termination date. This Agreement shall remain fully in force and effect during the period of negotiations and until notice of termination of this Agreement is provided the other party in the manner set forth in the following paragraph: In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date, which shall not be before the anniversary date set forth above.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 14th day of December, 2023.

## SYRACUSE REGIONAL AIRPORT AUTHORITY

Executive Director

COUNCIL 66 and its affiliated LOCAL UNION 400A of the AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES AFL-CIO

Local Union President

AFSOME Council 66

Sample Committeeperson

Committeeperson

Local Union President

AFSOME Council 66

Local Union President

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## **APPENDIX A**

## Wages

## 7/1/2023 to 6/30/2024

Position	0-2 yrs	3-4 yrs	5-6 yrs	7-9 yrs	10-14 yrs	15-19 yrs	20+ yrs
Custodial Worker I	\$20.11	\$20.83	\$21.11	\$21.40	\$21.97	\$22.55	\$23.08
Custodial Worker II	\$20.27	\$20.93	\$21.22	\$21.50	\$22.08	\$22.65	\$23.17
Airport Maintenance							
Worker	\$23.03	\$23.81	\$24.11	\$24.41	\$25.00	\$25.60	\$26.12
Heavy Equipment							
Mechanic I	\$25.68	\$26.48	\$26.80	\$27.13	\$27.78	\$28.41	\$28.94
Heavy Equipment							
Mechanic II	\$26.37	\$27.13	\$27.46	\$27.76	\$28.41	\$29.06	\$29.59
Gardener	\$21.00	\$21.67	\$21.97	\$22.25	\$22.82	\$23.39	\$23.92

### 7/1/2024 to 6/30/2025

Position	0-2 yrs	3-4 yrs	5-6 yrs	7-9 yrs	10-14 yrs	15-19 yrs	20+ yrs
Custodial Worker I	\$20.91	\$21.66	\$21.96	\$22.25	\$22.85	\$23.46	\$24.00
Custodial Worker II	\$21.08	\$21.77	\$22.07	\$22.36	\$22.96	\$23.55	\$24.10
Airport Maintanance							
Worker	\$23.95	\$24.76	\$25.08	\$25.39	\$26.00	\$26.63	\$27.17
Heavy Equipment							
Mechanic I	\$26.71	\$27.54	\$27.88	\$28.21	\$28.89	\$29.55	\$30.10
Heavy Equipment							
Mechanic II	\$27.42	\$28.21	\$28.55	\$28.87	\$29.55	\$30.23	\$30.77
Gardener	\$21.84	\$22.54	\$22.84	\$23.14	\$23.73	\$24.33	\$24.88

### 7/1/2025 to 6/30/2026

11212020 00 010012020							
Position	0-2 yrs	3-4 yrs	5-6 yrs	7-9 yrs	10-14 yrs	15-19 yrs	20+ yrs
Custodial Worker I	\$21.75	\$22.53	\$22.83	\$23.14	\$23.76	\$24.39	\$24.96
Custodial Worker II	\$21.93	\$22.64	\$22.95	\$23.26	\$23.88	\$24.50	\$25.06
Airport Maintanance							
Worker	\$24.91	\$25.75	\$26.08	\$26.40	\$27.04	\$27.69	\$28.26
Heavy Equipment							
Mechanic I	\$27.78	\$28.64	\$28.99	\$29.34	\$30.05	\$30.73	\$31.30
Heavy Equipment							
Mechanic II	\$28.52	\$29.34	\$29.70	\$30.03	\$30.73	\$31.43	\$32.00
Gardener	\$22.71	\$23.44	\$23.76	\$24.06	\$24.68	\$25.30	\$25.87

## **APPENDIX B**Employee Health Insurance Contribution Rates

Weekly Deduction	<u>7/2023-</u> <u>6/2024</u>	7/2024- 6/2025	7/2025- 6/2026
Medical (Plan M)			
Individual	26.98	31.03	34.13
Family	51.51	59.24	65.16
Medical (Plan K*)			
Individual	18.27	21.01	23.11
Family -	46.20	53.13	58.45
Medical (Plan H2*)			
Individual	12.53	14.41	15.86
Family	33.78	38.85	42.73
Dental			
Individual	1.39	1.53	1.68
Family	3.34	3.68	4.05
Vision (Current until 12/	31/2023)		
Individual	0.20		
Family	0.51		
Vision (**New as of 1/1/	/2024)		
Individual	0.43	0.47	0.52
Family	0.98	1.07	1.18

<sup>\*</sup>Plans K and H2 eff. 1/1/2024

Plan H2 includes employer funded Health Savings Account (HSA) Individual \$2,000 yr/\$500 qtr Family \$4,000 yr/\$1,000 qtr

<sup>\*\*</sup>New vision plan eff. 1/1/2024

#### APPENDIX C

## Sick Leave Conversion

- 1.Upon separation from Authority employment, unless terminated for cause, an employee will receive a cash payment for unused accumulated sick time at a rate of \$15/day.
- 2.Upon retiring from employment with the Authority employees have the option, under Section 41-j of the NYS Retirement and Social Security Law, to utilize up to 165 days of unreimbursed sick days to be calculated as service credit. In addition, an employee may receive cash payment of \$20 per day up to maximum of 65 unused sick days in excess of 165 days for a maximum of \$1,300. Payment shall be made in the employee's final paycheck. Inclusion in the employee's final average salary for retirement benefit purposes shall be determined by the NYS Employees' Retirement System rules and regulations. If an employee has enough time to both convert into cash and apply to the 41-j provision, the above conversions can run concurrently.

## **APPENDIX D**

## AFSCME Local 400A

## **Employee Sick Leave Donation Program**

## A. Purpose

The Authority and the AFSCME Local 400A, recognizing the economic hardship experienced by an employee suffering from a long-term serious illness, have joined together in establishing a voluntary Employee Sick Leave Donation Program (ESLDP). The ESLDP will create a sick leave bank to provide income assistance to Local 400A employees who are out of work due to a serious non-work related illness.

## **B.** Sick Leave Donation Board

- 1. A Sick Leave Donation Board ("Board") consisting of two Local 400A representatives and the Director of Human Resources shall be created to review and determine the eligibility of employees and all requests for sick leave extensions.
- 2. A majority vote of this three (3) member Board is required in order to effect any action on eligibility or sick leave extension.
- 3. Any issues discussed by the Board will remain confidential.

## C. Eligibility Criteria For Recipient

1. Employee must have a serious illness which is confirmed by a

physician's statement. A serious illness shall be defined as any illness, injury, impairment, or physical or mental condition that will prevent an employee from returning to work for a period of at least two weeks as certified by the employee's physician.

- 2. Employee receiving the sick leave donation must have a minimum of three (3) years of satisfactory service with the Authority, with no history of improper use of accumulated time credits.
- 3. Employee receiving donation must have exhausted all of his/her paid time off (i.e., sick, vacation, compensatory, personal leave and floating holiday and etc.).
- 4. Employee receiving donation cannot be awarded more than sixty (60) paid days from the sick leave bank. Upon review, a maximum of thirty (30) additional days may be granted by the Sick Leave Donation Board.
- 5. Employee must use sick time in either 4 or 8 hour increments.

### **D.** Donation Criteria

- 1. Employee donating sick leave shall voluntarily consent to do so in writing.
- 2. Only those employees with a minimum thirty (30) accrued sick leave days may donate to the Bank. A maximum fifteen (15) sick days per open period may be donated to the Bank.
- 3. Once the donation has been made, it may not be withdrawn.

#### E. Procedures

- 1. Local 400A employees who have exhausted all of their accumulated time credits and are suffering from a prolonged illness or mental incapacitation will request additional sick leave credits from the established Bank.
- 2. Such requests must be in writing to the Human Resources Office with a copy to the division head and union president. A family member or division head may request sick leave credits for those employees who are incapacitated or unable to personally request such paid leave time.
- 3. The Human Resources Office will forward the written request to the Sick Leave Donation Board, which will rule on eligibility and determine if, and how much, time will be awarded.
- 4. The Sick Leave Donation Board will inform the employee if their request for sick time credits has been approved or disapproved. Once the sick time is approved, the Personnel Office will make arrangements to transfer such time to the employee's sick time accruals. Any unused time will be returned to the Sick Leave Bank.
- 5. The Human Resources Office shall monitor and keep track of the number of days in the Bank.
- 6. Employees may donate to the Sick Leave bank during the window period from July 1 July 31 each year or upon retirement.

7. When the remaining number of sick days in the Bank reaches a minimum level of sixty (60) days, the Sick Leave Donation Board may solicit donations from Local 400A employees who have not contributed the maximum of fifteen (15) days during the open period.

The Employee Sick Leave Donation Program (including the criteria and application thereof) shall be non-grievable.