

July 1, 2023 – June 30, 2026

AGREEMENT

by and between

**COUNCIL 66
and its affiliate
LOCAL UNION 1773A
of the American Federation of State,
County & Municipal Employees
AFL-CIO**

and the

SYRACUSE REGIONAL AIRPORT AUTHORITY

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PREAMBLE

This is a labor contract made and entered into by the SYRACUSE REGIONAL AIRPORT AUTHORITY (hereinafter called the "Authority") and COUNCIL 66 and its affiliate LOCAL UNION 1773A of the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO (hereinafter referred to as the "Union").

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. All references to employees in this Agreement designate both sexes.

ARTICLE 1 RECOGNITION AND APPLICATION OF CONTRACT

1.1 BARGAINING UNIT

The Authority recognizes the Union as the sole and exclusive bargaining agent for all regular, full-time employees who are classified as Crewleader in the following divisions:

Airfield Maintenance

Terminal & Landside Services

but excluding all supervisor, assistant supervisors, all persons above that classification and all other employees of the Authority.

1.2 DURATION OF UNCHALLENGED REPRESENTATION STATUS

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

ARTICLE 2 CHECKOFF OF UNION DUES

2.1 CHECKOFF FORM

Any Crewleader may have the Authority deduct on a weekly basis an amount equal to that Crewleader's weekly union membership dues from such Crewleader's pay. This request for dues deduction must be signed by the Crewleader on the authorization form provided by the Union.

2.2 CHECKOFF OF DUES

Upon receipt by the Authority of an individual written authorization provided by the Union, the Authority shall, while this authorization and this contract remain in effect, and in accordance with the terms of the payroll deduction/membership card provided by AFSCME Council 66, deduct from the Crewleader's pay each pay period his/her weekly membership dues in the Union and transmit the money thus deducted together with a list of names of the Crewleaders from whose earnings the deductions were made to the Union

on or before the 15th day of the month following the month in which deductions are made. No deductions shall be made for any back dues arrearage nor to recoup any amount not deducted because the Crewleader did not receive pay in any given payroll period.

2.3 COMMENCEMENT OF CHECKOFF

The Authority shall be under no obligation to commence such payroll deductions until the second payroll period following the time at which the properly executed checkoff authorization is received.

2.4 AMOUNT TO BE CHECKED OFF

The Union will certify in writing to the Authority the amount of its regular weekly dues to be deducted under the provisions of this Article, together with the name and address of the designated Union official to whom the dues money so deducted should be remitted by the Authority. Any changes in the amount of union dues to be deducted must be similarly certified by the Union in writing. Said changes shall not become effective until thirty (30) days following receipt by the Authority of such certification. Certifications shall be forwarded by the designated Union official by certified and electronic mail.

2.5 NOTIFICATION OF NEW EMPLOYEES

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.

2.6 INDEMNITY

The Union shall indemnify and save the Authority harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by the Authority for the purpose of complying with any of the provisions of this Article 2, or in reliance on any certification, notice or authorization furnished under the provisions of this same article.

ARTICLE 3 MANAGEMENT RIGHTS

3.1 RIGHTS OF THE AUTHORITY

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 the position of Crewleader; 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.

3.2 RESIDUAL RIGHTS

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.

ARTICLE 4 PROBATIONARY PERIOD

4.1 DURING PROBATION

New Crewleaders (including those rehired after a break in seniority) will be hired on a probationary basis and will be on probation for the first six (6) months of service. This period may be extended an additional six (6) months, at the sole discretion of the Authority, upon written notification to the Union and the employee involved. During the probationary period the terms and conditions of this contract shall apply except that such new Crewleaders may at any time be terminated at the sole discretion of the Authority without recourse to the grievance and arbitration procedures of this contract.

4.2 ABSENCES

Not more than three (3) days of absence for any person shall be granted for the purpose of computing the probationary period. Probationary employees may not complete their probationary period while absent.

ARTICLE 5 SENIORITY

5.1 DEFINITION OF SENIORITY

5.1.1 Seniority shall consist of length of continuous, full-time, service as a Crewleader (that is, in a job now covered by this contract) with the Authority, and shall accrue from the date the person was first made a Crewleader or, following a break in seniority as defined in Section 2, from the date the employee was made a Crewleader. Employees, however, shall be credited with years of service with the Authority since date of hire for benefit purposes.

5.1.2 In the event that two or more Crewleaders are hired or made Crewleaders on the same date, the Crewleader with the greater immediate prior service with the Authority shall be deemed the more senior Crewleader.

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 which continues for a period of two years or more;
- (4) absence due to a disability incurred during the course of employment which extends beyond the period of leave provided as a reasonable accommodation to the Crewleader's disability or fifteen months, whichever is longer. Such a work-connected disability shall not break seniority provided the Crewleader is returned to work within five (5) working days after final payment of

statutory compensation for such disability or after the end of the period used in calculating a lump sum payment;

- (5) absence due to a disability not incurred during the course of employment which extends beyond the period of leave provided as a reasonable accommodation to the Crewleader's disability or fifteen months, whichever is longer;
- (6) failure to return to work after recall from layoff;
- (7) failure to return to work at the expiration of a leave of absence;
- (8) failure to return to work after five consecutive days of no call/no shows.

5.3 REHIRE AFTER TERMINATION

Should a Crewleader be hired within one (1) year of termination of his/her seniority, the Authority and Union if mutually agreeable, shall restore such Crewleader's seniority.

5.4 SENIORITY LIST

Within thirty (30) days of the execution of this contract, the Authority shall post a list showing the bargaining unit seniority, as defined in Section 1, of each Crewleader covered by this contract. Such list shall also contain the Crewleader's Authority-wide seniority for purposes of Article 18.2. A copy of this list shall be supplied to the Union at the time of its posting.

This list shall be final and binding upon the parties (unless they agree otherwise by mutual agreement) unless a grievance with respect to a change in the list

from the time of its last posting is properly processed within the time limit specified in Article 28. 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 grievance by mutual agreement.

5.5 PROMOTION OUTSIDE OF BARGAINING UNIT

Should a Crewleader be promoted to a position outside of this bargaining unit, the bargaining unit seniority of said Crewleader shall be tolled for up to a period of four years, at which time his/her bargaining unit seniority shall be terminated. If within one year the Crewleader desires to return to this bargaining unit, s/he may so return to his/her old job within the unit at any time and others who have been moved because of his/her vacancy will likewise be returned to their former positions. The one year period shall be extended up to four years if the Crewleader is removed from the position outside the bargaining unit by application of Civil Service requirements. This right to return to the Crewleader's old bargaining unit job shall not apply when the person involved was discharged or subject to discharge from his/her supervisory position outside the bargaining unit because of just cause, provided such discharge was not overruled in any hearing procedure.

ARTICLE 6

WORK FORCE CHANGES

6.1 PERMANENT VACANCIES

6.1.1 When a permanent job vacancy occurs within this bargaining unit, the Authority shall post a notification of such vacancy with a copy to the Union. Such posting shall be for a period of ten (10) business days.

6.1.2 Should an employee covered by this agreement wish to be considered for the vacant position, s/he shall notify the Authority in writing within the ten (10) day posting period. This right may be exercised for any title be it higher than, lower than, or equal to the rate of pay the employee is currently receiving.

6.1.3 If an employee pursuant to 6.1.2 has the necessary qualifications for the posted vacancy and no certified Civil Service list exists, the Authority must award the vacancy to such employee before hiring any other individual for it. If more than one qualified employee is interested pursuant to 6.1.2, seniority within the bargaining unit shall govern. If no one is interested pursuant to 6.1.2, the Authority is free to fill the vacancy from any other source.

6.1.4 In the event that, after posting, under the provisions of this section, a job opening for which timely bids are received, the Authority 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 opening 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.

6.1.5 When an appointment is made to any vacancy, the Authority shall notify the Union of its selection within two (2) weeks after the appointment is effective including the address of the appointee. In the event the appointment is made from other than a bargaining unit member who bid on the position, the Authority shall simultaneously notify the Union as to why the bargaining unit member was not appointed.

6.1.6 From any promotion made from those individuals who have bid pursuant to this Article there shall be a 60-day trial period. During this period the individual may elect to return to his/her prior position, or the Authority, if it feels that the individual has not satisfactorily performed the requirements of the position, may return the individual to his/her prior position. Others who have been moved as a result of the first promotion shall be similarly returned to their prior positions.

6.1.7 When a job vacancy occurs outside the bargaining unit in a supervisory position, the Authority will consider present Crewleaders in filling this position. It is understood, however, that the final decision in filling a non-bargaining unit position rests with the Authority and shall not be subject to arbitration.

6.1.8 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 list of eligible Civil Service applicants in existence, then a provisional selection shall be made in accordance with the procedures set forth in Section 1 of this Article pending further action under Civil Service Law, which law and rules and regulations thereunder shall in all cases prevail.

It is understood that this Article and contract are subject, where applicable, to the rules, regulations and procedures of the Civil Service Law, and in the event of a conflict between the provisions of this contract and said Civil Service Law, the latter shall prevail subject to final determination by a Court of competent jurisdiction.

6.2 TEMPORARY TRANSFERS

6.2.1 Should a Crewleader be temporarily transferred at the convenience of the Authority from his/her job to some other bargaining unit job, such Crewleader shall be paid either at his/her own rate or the starting rate of the job in the bargaining unit to which s/he is transferred, whichever of the two is higher.

6.2.2 Section 6.2.1 shall be applied in units of whole days, i.e. in a transfer situation, the Crewleader shall be paid for the entire day at whichever rate was applicable for the majority of hours worked on that day.

6.3 LAYOFF AND RECALL

6.3.1 Except in emergencies, the Authority will consult with the Union prior to implementing any notices of layoff. 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, the installation of new equipment or machinery, the curtailment or replacement of existing facilities or for any other reason. In the event of a layoff, probationary employees in the job title involved will be laid off first. Seniority employees in the job title involved will be laid off in the reverse order of their seniority within the bargaining unit.

6.3.2 An employee who is laid off may elect to accept that layoff. Such election must be made no later than five (5) days prior to the effective date of the layoff and may not be reversed at any time without mutual agreement between the Authority and the Union. Should the employee not accept the layoff s/he shall have the following rights, provided s/he is qualified and physically able to perform the work. The employee shall be given an on-the-job 60-day trial/training period:

- (1) s/he may transfer into any existing vacancy to be filled in any other unit classification;
- (2) if an applicable vacancy does not exist, then s/he may bump any probationary employee in any unit classification;
- (3) in the event neither 1 nor 2 can be applied, then s/he may bump a senior employee in any equal or lower paying unit classification provided s/he

has more seniority within the bargaining unit than the senior employee involved.

6.3.3 In recalls from layoff, Crewleaders shall be recalled in order of greater seniority. It is understood, however, that in such recalls, seniority shall be followed only if the senior Crewleader involved has the ability, proficiency and experience to do the job required without further training, and possesses such qualification on a par equal to the less senior Crewleader. Notice of recall shall be sent to the Crewleader at his/her last known address by either registered or certified mail. If the Crewleader fails to report for work within ten (10) days from the date of mailing of notice of recall, s/he shall be considered a quit unless otherwise mutually agreed by the Union and the Authority. An employee's recall rights shall expire eighteen (18) calendar months from the effective date of his/her layoff.

6.3.4 For the purposes of layoff and recall as set forth in this Article, the Union President, Vice-President, Secretary-Treasurer, Unit Chairperson, and division steward 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. Except in emergencies, the Authority will give seniority employees ten (10) working days notice of any layoff.

6.3.5 The Authority shall forward a list to the Union of any Crewleaders who are laid off or recalled from layoff within seven (7) calendar days after such layoff or recall.

ARTICLE 7 HOURS OF WORK

7.1 NORMAL WORK WEEK

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

7.2 NORMAL WORK DAY

The normal work day shall consist of eight (8) consecutive hours in a twenty-four (24) hour period commencing from the start of the employee's regular work shift, exclusive of a designated lunch period.

7.3 WORK SCHEDULES

7.3.1 Work schedules showing the shift assignments and starting times of Crewleaders shall be posted on departmental bulletin boards by the Friday preceding the work week involved. The assignment, once posted, shall not be changed for that work week unless emergency conditions require.

7.3.2 Crewleaders shall be given preference based on their bargaining unit seniority in shift assignments, whenever a change in shifts is affected. Such assignments shall be subject to the work requirements of the operation involved.

7.4 EMERGENCY OPERATIONS

It is understood that in emergencies, sections 7.1, 7.2 and 7.3 shall not apply.

7.5 NOTIFICATION TO AUTHORITY OF ABSENCE OR TARDINESS

In the event a Crewleader will be absent from, or late in reporting for, scheduled work, the Crewleader must notify his/her Division Head 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 at least one (1) hour prior to the Crewleader's scheduled starting time. If the Division Head is not present, notification will be given to his/her designee. Where the Crewleader is physically unable to return on the date s/he had reported as his/her expected date of return, s/he shall notify his/her Division Head prior to that date and state what his/her new expected return date is. This section shall not apply where because of a serious accident or hospitalization or other similar circumstances, it is physically impossible for the Crewleader to provide the required notice.

7.6 REPORTING LATE DUE TO WEATHER

Should a Crewleader be late in reporting for work because of extreme weather conditions, the lateness shall be excused. The Crewleader, however, must notify his/her Division Head in advance of his/her scheduled reporting time or as soon thereafter as possible.

ARTICLE 8 REST AND BREAK PERIODS

8.1 REST PERIODS

8.1.1 Crewleaders shall be allowed one fifteen (15) minute rest period during each one-half work shift. When possible, this rest period shall be taken at the same time as the rest period taken by the particular Crewleader's crew.

8.1.2 Where a Crewleader is required to work two (2) hours or longer beyond his/her regular quitting time into the next shift, s/he shall receive a fifteen (15) minute rest period before starting to work on that next shift.

8.2 LUNCH PERIODS

Crewleaders shall have an unpaid lunch period of one-half (1/2) hour during the course of each full shift, except where emergency situations make the use of such time prohibitive.

ARTICLE 9 WAGES

9.1 WAGE SCHEDULE

The hourly wage schedules are set forth in Appendix A of this Agreement.

9.2 RATES FOR NEW JOBS

Whenever a new position not listed as a job title in this Agreement is established or the specifications of any existing positions are materially changed, the Authority, after consultation with the Union, may designate the job classification or new specification (subject to Civil Service approval) and the pay rate for such position. In the event the Union does not agree that the classification and pay rate are proper, the matter shall be subject to the grievance procedure.

9.3 PAY PERIOD

The wages of all employees covered by this Agreement shall be paid on the same day every week. In the event this day is a holiday, the preceding day shall be the payday.

9.4 PAYCHECKS AND W-2 FORMS

It is agreed that paycheck distribution will include specific delineation of night shift differential, out-of-title pay, overtime, call-in pay and back pay. Other payroll items shall be included in the miscellaneous columns as now provided.

ARTICLE 10 SHIFT DIFFERENTIAL

10.1 SHIFT DIFFERENTIAL

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

ARTICLE 11 PREMIUM PAY

11.1 PREMIUM RATES OF PAY

11.1.1 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 17.1 of this Agreement;
- (6) on his/her regularly scheduled vacation period as set forth in Section 18.6 of this Agreement.

11.1.2 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.

11.1.3 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 except Civic Duty shall be considered 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.

11.2 HOLIDAY WORK

Crewleaders who perform work on a holiday designated by the contract shall receive time and one-half their regular hourly rate for all work performed for eight or less hours. This premium pay for work actually performed on a holiday shall be in addition to any holiday allowance for which the Crewleader may be eligible. However, should a Crewleader work beyond eight hours on any designated holiday, such Crewleader shall receive a premium rate of one and three-quarter (1 3/4) times his/her regular rate of pay for all hours worked beyond eight hours on such holiday. Should a Crewleader be called into work on a regularly scheduled day off on any designated holiday, such Crewleader shall receive a premium rate of one and three-quarter (1 3/4) times his/her regular rate of pay for all hours worked. It is understood that there shall be no

additional holiday allowance paid for work beyond the eight hours on any of the designated holidays listed per Article 17.1.

11.3 NO DUPLICATION OR PYRAMIDING

Payment of premium rates shall not be permitted or duplicated for the same hours worked. Should certain hours qualify for premium rates under two different sections of this contract, only the higher premium rate shall apply. Hours compensated for at a premium rate shall not be counted as hours worked in determining premium pay under the same or any other provision of this contract.

11.4 EQUALIZATION

To the extent practical, the Authority shall attempt to equalize overtime over the course of the year among Crewleaders in the same job classification in the same division.

11.5 OVERTIME WORK

The following rules shall apply with respect to performance of assigned overtime work:

A. The Authority has the right to require overtime work of a Crewleader when it deems such work to be necessary where such overtime is immediately after the Crewleader's regularly scheduled shift; provided that, other than in emergencies, notice has been given by at least the middle of the Crewleader's regular work shift.

B. When the overtime work required is prior to or not continuous with the Crewleader's regularly scheduled shift, the Authority shall not require a Crewleader to come in to perform the overtime work other than in emergency situations or foreseeable emergency situations.

C. Where necessary, the Authority has the right in overtime situations to offer the overtime to Crewleaders in Divisions other than the Division involved.

D. There shall be no discrimination against any Crewleader who declines to work overtime when not required by one of the above paragraphs.

E. The Authority shall endeavor to have overtime work paid for in the employee's next regular payroll check.

F. Errors in overtime payments, as defined in Article 11, shall be corrected by the next regular pay day, except where the error consists of four 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. This provision shall not be subject to Step 4 of Article 28.1 of the Agreement.

G. The Authority may provide Crewleaders with the opportunity to work overtime that otherwise would be done by members of the Local 400A bargaining unit in order to meet operational needs, when such work has been offered to and refused by Local 400A members on an overtime basis pursuant to the terms of the collective bargaining agreement between the Authority and Local 400A.

11.6 COMPENSATORY TIME

11.6.1 An employee 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 overtime opportunity 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.

11.6.2 Effective January 1, 2024, an employee may only add to the bank a maximum of eighty (80) hours of 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 to utilize up to forty (40) hours of compensatory time as paid time off to be used subject to the reasonable approval of the supervisor. The remaining hours are subject to payout per section 11.6.4.

11.6.3 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.

11.6.4 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.

ARTICLE 12 CALL AND SHOWUP TIMES

12.1 SHOWUP TIME

12.1.1 Any Crewleader who is scheduled to report for work and who presents himself/ herself for work scheduled shall be assigned work.

12.1.2 If upon reporting for work it is determined by the Authority that no work is available, then the Crewleader shall be excused from duty and paid his/her regular rate of pay for four (4) hours work.

12.1.3 If upon reporting for work and being assigned work, the Authority excuses the Crewleader before the Crewleader has completed his/her regular work shift for the purpose of recalling such Crewleader to work on another shift which begins at the end of such Crewleader's regular work shift or any time thereafter, or if such Crewleader's work shift is split with an interval or more than four (4) hours before his/her assigned call-back time, then such Crewleader shall be paid time and one-half his/her regular rate of pay for all hours worked on such shift reassignments.

12.2 CALL TIME

12.2.1 Any Crewleader called for emergency duty in addition to his/her regular working hours shall receive not less than four (4) hours pay at time and one-half his/her regular rate of pay. If the call time assignment and the

Crewleader's regular shift overlap, the Crewleader will be paid at time and one-half until s/he completes the four (4) hours work. The Crewleader shall then be paid for the balance of his/her regular workshift at the appropriate rate of pay. In the computation of Call Time, an additional hour shall be allowed at the time and one-half rate from the time the Crewleader shows up at the job for which s/he has been called in addition to all other time computed.

12.2.2 When circumstances permit, any Crewleader required to work four (4) hours of overtime following his/her regular full day shall be granted one-half hour off with pay for the purpose of eating, A similar one-half hour with pay shall be granted for each subsequent four (4) hour period of overtime to be followed by additional overtime.

ARTICLE 13 PAID LEAVES

13.1 FAMILY SICKNESS AND DEATH

13.1.1 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. 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 1 to 1 ratio.

13.1.2 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, brother/sister-in-law, son/daughter-in-law. In the event of death of an employee's 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.

13.1.3 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. If the employee is the other expectant parent, one (1) work day off without loss of pay shall be permitted. Documentation by a health care provider may be required.

13.1.4 Maternity/Paternity and Paid Family Leave. Employees covered by this agreement are eligible for maternity and paternity leave as outlined in Appendix E, and New York State Paid Family Leave as outlined in Appendix F.

13.2 PERSONAL LEAVE

Crewleaders covered by this Agreement shall be permitted three (3) personal leave days each year, non-cumulative. Arrangements for the use of such time off shall be made by the Crewleader in writing at least twenty-four (24) hours in advance, except in case of emergency (i.e., substantial and compelling reason which was not reasonably foreseeable). Such leave shall be granted without loss of pay and shall not be deducted from vacation accruals or any other leave benefit.

13.3 JURY DUTY

All Crewleaders covered by this Agreement shall be granted a leave of absence at any time they are required to report for jury duty or service. Each scheduled work day missed because of jury duty shall be compensated at the rate of eight (8) times the Crewleaders regular straight-time hourly rate of pay less any monies received as juror fees or pay.

13.4 CIVIC DUTY

Crewleaders subpoenaed to appear before a court or other public body on any matter not related to their work and in which they are not personally involved as 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.

13.5 MILITARY SERVICE LEAVE

In the case of a Crewleader 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.

13.6 UNION LEAVE

Two (2) members of the Union elected to attend a function of the International Union or other subordinate body such as conventions, half-day monthly Executive Board meetings or educational conferences shall be allowed time off without loss of pay not to exceed an aggregate of twenty (20) days in any one year. Notice will be provided to the department head or his/her designee in writing two weeks prior to the date(s) to be taken. In the event such prior notice cannot be given, any such leave shall be at the discretion of the Executive Director or his/her designee.

13.7 ATTENDANCE AT COMPENSATION HEARINGS

A Crewleader shall receive time off with pay to attend a Workers' Compensation hearing in which s/he is the subject of such hearing pursuant to the following:

- a. the Crewleader must produce notice of such hearing to his/her Supervisor no less than twenty-four (24) hours in advance of the scheduled hearing date;
- b. the Crewleader whose regular work shift begins at 6 a.m. or later shall be excused from work that day in order to attend the hearing;

- c. the Crewleader whose regular shift begins at 10 p.m. or later shall be excused from work four (4) hours prior to the end of such work shift to attend the hearing;
- d. the Crewleader whose regular work shift begins at 3 p.m. or later shall be excused from work up to four (4) hours from the start of such shift to attend the hearing;
- e. the release times stated in (c) and (d) above, may only be changed by mutual agreement between the Crewleader and his/her Supervisor.

This section shall only apply if the Crewleader was regularly scheduled to work the day of the hearing and would have worked such day but for his/her attendance at the Workers' Compensation hearing.

13.8 VOLUNTEER LEAVE

Employees covered by this agreement are eligible for paid volunteer leave as outlined in Appendix G.

ARTICLE 14 SICK LEAVE

14.1 ALLOWANCE

14.1.1 Any Crewleader contracting or incurring any non-service connected sickness or disability which renders such Crewleader unable to perform the duties of his/her employment or for any visit that a Crewleader 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 Crewleader shall receive sick leave with pay. All sick leave taken under this paragraph is subject to the limitations of 14.1.3. Where the sick leave was taken because of the above-described visits for a medical treatment, the Crewleader may be required to 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 leave will be charged against accumulated sick leave.

14.1.2 Crewleaders shall be allowed one and one-half (1 1/2) days of sick leave for each month of service. Sick leave shall be earned by a Crewleader for any month in which the Crewleader is compensated for a minimum of twelve (12) hours of work.

14.1.3 A Crewleader may be required by the Authority to produce a doctor's certificate after three (3) consecutive days of disability or sick leave.

14.1.4 A Crewleader shall be required by the Authority to submit to a medical examination at the Authority's expense when such Crewleader has used 120 days of sick leave within a twelve (12) month period and the findings of the Authority's physician shall be final and not grievable.

14.2 ACCUMULATION

Crewleaders shall accumulate a maximum of 230 days of sick leave.

14.3 ABSENCE DUE TO INJURY

Crewleaders who are unable to perform the duties of their employment because of injuries received in the service of the Authority and who receive Workers Compensation benefits shall 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 up to total accrual or accrued vacation leave accruals have been exhausted.

14.4 MEDICAL VISIT RELATED TO WORKERS' COMPENSATION

A Crewleader may use up to three (3) hours of paid leave for a medical visit related to Workers' Compensation. A doctor's note will be required to establish the visit was for a Workers' Compensation injury.

ARTICLE 15 UNPAID LEAVES

15.1 UNION BUSINESS

15.1.1 Crewleaders elected to any Union office or selected by the Union to do work which takes them from their employment with the Authority shall at the written request of the Union be granted a leave of absence without pay. The leave of absence shall not exceed one (1) year but it may be renewed or extended for a similar period at any time upon request of the Union at the discretion of the Executive Director.

15.1.2 Crewleaders selected by the Union to participate in any other Union activity may 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, with the discretion of the Executive Director.

15.2 EMPLOYMENT OPPORTUNITIES

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

15.3 SENIORITY ACCRUAL

All leaves under this Article shall be without pay. However, seniority shall continue to accrue during a leave of absence up to a maximum of two years. If the employee has not returned to active employment within two (2) years of the commencement of the leave of absence, his/her seniority shall be terminated. The Crewleader returning from a leave of absence of less than two years duration taken under this Article shall be returned to the position s/he held at the time the leave was granted.

ARTICLE 16 LEAVES OF ABSENCE

16.1 REQUEST

A Crewleader may request a non-paid leave of absence by submitting a written request to his/her immediate supervisor stating the reason for the request and the approximate time being requested. Such a request shall be made as far in advance as is possible under the circumstances.

16.2 ANSWER

The Division Head or his/her designee shall answer such request in writing within ten (10) work days of the time it was submitted. However, where the leave was requested because of a personal emergency, the answer shall be given as soon as reasonably possible.

16.3 MAXIMUM LENGTH

No leave of absence, except for military service, shall exceed one year in length. Leaves of absence shall not be given for the purpose of engaging in outside employment.

16.4 SENIORITY ACCRUAL

All leaves under this Article shall be without pay. However, seniority shall continue to accrue during the leave of absence and upon his/her timely return from such a leave, the Crewleader shall be returned to the position s/he held at the time the leave was granted.

16.5 FINAL DISCRETION OF EXECUTIVE DIRECTOR

It is understood that the final determination as to whether a leave of absence will be granted, and if so, its duration, rests solely with the Executive Director.

ARTICLE 17 HOLIDAYS

17.1 DESIGNATED HOLIDAYS

17.1.1 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 after Thanksgiving, and Christmas Day.

17.1.2 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 requests at least three (3) days in advance and approval of such day by the division head will be contingent on operational needs.

17.1.3 Holidays falling on Saturday shall be celebrated on Saturday. Holidays falling on Sunday shall be celebrated on Monday.

17.2 HOLIDAY ALLOWANCE

Eligible Crewleaders shall receive a holiday allowance of eight (8) hours pay at their straight-time hourly rate for each of the above-named holidays whether worked or not. This holiday allowance shall be in addition to the Crewleader's pay for any hours actually worked on the holiday.

17.3 ELIGIBILITY

To be eligible for this holiday allowance, a Crewleader must have worked his/her last full scheduled work day prior to the holiday and his/her first full scheduled work day after the holiday unless s/he is excused by the Authority (including personal leave days) or on vacation or absent because of sickness. When a holiday falls within a Crewleader's vacation, s/he shall receive the holiday allowance in addition to his/her vacation pay. Where the Crewleader is off the active payroll because of a layoff or leave of absence which commenced seven (7) calendar days or less prior to the celebrated holiday, s/he shall be deemed eligible to receive such holiday pay. Otherwise, s/he shall be deemed ineligible for such holiday pay.

17.4 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.

ARTICLE 18 VACATIONS

18.1 VACATION PERIOD AND ELIGIBILITY

The vacation period shall begin on July 1 of a given year and end on June 30 of the following year. To be eligible for a vacation, a Crewleader must have had earnings in at least half the payroll periods in the twelve (12) months prior to the July 1 in question. In the case of a Crewleader with less than twelve (12) months of continuous service, this requirement will be met if the Crewleader has had earnings in at least half of the payroll periods since the commencement of his/her employment.

18.2 VACATION ENTITLEMENT

The vacation to which an eligible Crewleader is entitled shall be determined by his/her seniority as of July 1 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
14 years or more	3 weeks + 4 days
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 + 4 days
25 years or more	5 weeks

18.3 VACATION PAY

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

18.4 TIME OF VACATION

18.4.1 Insofar as practicable, vacations will be granted at the time most desired by the Crewleader. Where it is necessary to limit the number of Crewleaders on vacation at a given time, preference will be given on the basis of bargaining unit seniority.

18.4.2 If a Crewleader has not used or scheduled his/her unused vacation by April 1st, the Authority shall notify the Crewleader to utilize such vacation prior to the end of the vacation period ending June 30th.

18.4.3 A Crewleader may carry over up to twenty (20) unused days of vacation to the following vacation period. A Crewleader may request up to ten (10) of those unused vacation days to instead be paid out to the Crewleader. The vacation payout will be calculated at the Crewleader's regular rate of pay as of June 30th. The Crewleader must be an active employee as of June 30th to be eligible for the vacation payout.

18.5 VACATION ENTITLEMENT NOT USED

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

18.6 WORK DURING VACATION

Except in cases of emergency, no Crewleader shall be required to work during his/her regularly scheduled vacation period. Any Crewleader who is required to work on his/her vacation period because of an emergency shall have the option of receiving time and one-half (1 1/2) for any regular hours worked and the regular vacation pay for the day or time and one-half (1 1/2) for any regular hours worked and a day in lieu of the vacation day lost. If either option is chosen, two and one-half (2 1/2) times his/her regular rate will be paid for all hours in addition to his/her regular hours.

ARTICLE 19 HOSPITALIZATION, MEDICAL & DENTAL PLANS

19.1 AUTHORITY OBLIGATION

19.1.1 The Authority shall offer OCEBA Plan M, Plan K, and Plan H2 as the hospitalization/medical administrator. The Authority shall furnish all bargaining unit members with the health insurance booklet detailing eligibility and benefits. Employee health insurance contributions during each year of the Collective Bargaining Agreement are set forth in Appendix B. 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 at the following levels: Individual Coverage - \$2,000 per year (\$500 per quarter); Family Coverage - \$4,000 per year (\$1,000 per quarter).

19.1.2 The OCEBA Dental Plan will be offered to bargaining unit members through UnitedHealthcare. Employee dental insurance contributions during each year of the Collective Bargaining Agreement are set forth in Appendix B.

19.1.3 The OCEBA Vision Plan will be offered to bargaining unit members through UnitedHealthcare. Effective January 1, 2024, the Vision Plan will provide one set of exams/lenses/frames/contacts every twelve (12) months. Employee vision insurance contributions during each year of the Collective Bargaining Agreement are set forth in Appendix B.

19.1.4 The Authority shall furnish all bargaining unit members with health and dental insurance updates detailing eligibility and benefits as changes occur for the respective health care and dental providers referenced above.

19.1.5 Employee contributions for medical, dental, and vision coverage shall be deducted on a pretax basis and shall be deducted weekly.

19.2 LIMITATION OF AUTHORITY OBLIGATION

It is understood that the Authority's obligation under this article is limited to making the required payments for those eligible Crewleaders who have actually enrolled in the Plans.

19.3 COVERAGE UNDER THE HOSPITALIZATION AND MEDICAL PLAN

19.3.1 Coverage under the Plan will commence on the date of employment. Coverage will terminate the last day of the month in which one of the following occurs:

- (1) 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;
- (3) In the case of a disability incurred during the course of employment coverage will be continued for up to a maximum of fifteen (15) months. During an absence due to a disability incurred during the course of employment the employee shall pay the employee contribution rate as per Appendix B for health insurance coverage or the employee contribution rate for whatever plan such employee is currently enrolled in. The employee may elect to retain the dental coverage Appendix B; however, the employee must pay the entire cost of such coverage.

19.3.2 Any employee laid-off shall be provided an additional thirty (30) days of hospitalization and medical coverage, only, under the Plan beyond the month in which the employee was laid off at no cost to the employee.

19.4 CHANGE OF CARRIER AND/OR HOSPITALIZATION, MEDICAL & DENTAL PLANS

19.4.1 The Authority retains the right to change the carrier and/or the Hospitalization and Medical Plan and/or Dental Plan offers benefits which are, on an overall basis equal to those of the present plan.

- (1) the Union is first consulted, and;
- (2) the replacement Hospitalization and Medical Plan and/or Dental Plan offers benefits which are, on an overall basis equal to those of the present plan.

19.4.2 In the event of disagreement between the Authority and the Union, the matter 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.

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

19.5 RETIREE HEALTH INSURANCE

19.5.1 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 19.5.2 shall be eligible to participate in the Authority's health insurance plan for retirees.

19.5.2 Eligibility Criteria: The following are the eligibility criteria for participation in the Authority's health 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 health plan.

19.5.3 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.

19.5.4 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 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 20 RETIREMENT PLAN

20.1 AUTHORITY OBLIGATION

The Authority agrees to pay the employer share of the coverage under the NYS Employees Retirement System.

20.2 RETIREMENT OPTION

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

20.3 LETTER TO NEW CREWLEADERS

The Authority agrees that it will inform all new Crewleaders of the existence of the Plan, the Crewleaders eligibility for enrollment in the Plan and the fact that contributions may be required.

20.4 LIMITATION OF AUTHORITY OBLIGATION

It is understood that it is the ultimate responsibility of the Crewleader himself/herself to become enrolled in the Plan, and the Authority's liability 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 the Headquarters of the System at Governor Smith State Office Building, Albany, New York 12244.

ARTICLE 21 PROTECTIVE CLOTHING

21.1 The Authority shall provide laundered work clothing to the following job titles: Airfield HEM Crewleader. Protective equipment such as safety glasses, hearing protection, safety vests, gloves, etc. will be provided to employees as required by their specific job duties.

21.2 Employees in the job title Terminal Crew Leader will be required to wear a solid color, black or gray shirt with SRAA logo, and khakis or blue jeans while working. For this purpose, the Authority will pay for and provide five (5) shirts with an Authority logo to each employee in this category each calendar year in the month of January. New hires will receive the

shirts as soon as practicable. If a new hire's start date is between September and December, they will receive two shirts only the following January. The Authority will provide a reasonable number of replacement shirts (1-2) per year upon the employee providing a written request for the replacement to their supervisor which includes the reason why it needs to be replaced, and return the unusable shirt. Eligible reasons for replacement include but are not limited to stains that cannot be removed, rips or tears, and change in employee size. If the employee wants to purchase any additional shirts at their own expense beyond what is stipulated in this article, they may do so during times designated throughout the year by the Authority.

21.3 Each active member of this Collective Bargaining Unit who is not provided with work clothing will receive an annual stipend of \$300.00. Each active member of this Collective Bargaining Unit who is provided work clothing will receive an annual stipend of \$150.00. The annual stipend will be included in the regular payroll check issued on or near September 15th.

21.4 Each active member of this Collective Bargaining Unit will be provided a \$100.00 bootslip twice a year to be used to purchase safety boots or safety shoes as required by their specific job duties.

ARTICLE 22 NO COERCION

22.1 FREEDOM FROM AUTHORITY INTERFERENCE

The Authority agrees not to interfere with the rights of Crewleaders to become members of the Union and agrees that there shall be no interference, discrimination, restraint or coercion by the Authority against any Crewleader because of that Crewleader's union membership or legitimate and lawful union activities so long as such activities are not in violation of this contract and do not interfere with Authority work or operations. This shall not be interpreted as preventing a steward or other appropriate union official from consulting with appropriate management officials with respect to the administration of this contract during working hours.

22.2 FREEDOM FROM UNION INTERFERENCE

The Union agrees that neither it nor its representatives or members (including those in sister locals) shall interfere with, coerce, restrain, discriminate against or impose any penalty against any Crewleader because of that Crewleader's performance of his/her work-related duties.

ARTICLE 23 BULLETIN BOARDS

23.1 DESIGNATION

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.

23.2 USE

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.

ARTICLE 24 SERVICE OF PARTIES

Within ten (10) days following the execution of this contract, the Authority and the Union will each designate two representatives authorized to receive any notice or other document that may be given under any provision of this contract. Thereafter, service upon any such designated representative shall be deemed service on the party. Written notice to the other party shall be given at least one week prior to the change of a designated representative.

ARTICLE 25 DISCIPLINE AND UNSATISFACTORY WORK PERFORMANCE

25.1 DISCHARGE, DISCIPLINE OR OTHER PENALTY

25.1.1 The Authority shall not exercise its right to discharge or otherwise discipline a Crewleader without just cause.

25.1.2 The Authority shall have the right to discharge or otherwise penalize a Crewleader for unsatisfactory work performance when for just cause.

25.1.3 An employee shall not be disciplined for acts which occurred more than thirty (30) work days prior to the imposition of discipline provided 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.

25.1.4 Whenever reasonable the Authority shall subscribe to the principles of progressive discipline.

25.2 PROCEDURE

25.2.1 Prior to the suspension or discharge of an employee covered by this Agreement, or sooner if practicable, the Authority will schedule a pre-disciplinary hearing at which time the Authority will describe the reasons the disciplinary action is being contemplated and the Crewleader will state any defense or reasons for mitigation that s/he may have. The Authority will be represented at such hearing by two designees of the Executive Director, and the Union will be represented by the Union President or his/her designee and the Crewleader. The informal hearing shall be conducted in an orderly manner, and, if not, shall be subject to immediate termination. The Authority will notify the Union President or his/her designee in writing within five (5) work days after the informal hearing as to its final action taken.

25.2.2 If the Authority has any reason to reprimand a Crewleader, it shall be done in a manner that will not unduly embarrass the Crewleader before other employees or the public.

25.2.3 Should a Crewleader be sent home because of disciplinary suspension or discharge, the Steward involved (or his/her alternate), if reasonably available, will be called in.

25.2.4 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.

25.3 DISPUTES AS TO DISCIPLINE

The Union shall have the right to take up the suspension and/or discharge by filing a written grievance with the Authority within five (5) work days after receipt of the Authority notification described in sub section 25.2.1. The grievance will thereafter be processed at Step 3 of the grievance procedure in accordance with the terms and provisions of section 28.1 of this Agreement. This procedure shall apply in lieu of Sections 75 and 76 of the Civil Service Law for any Crewleader who would otherwise be covered by the law.

25.4 PRIVATE HEARING

Upon application by the Crewleader involved and for good cause shown, an arbitrator in a discipline case shall have the authority to direct that the arbitration shall be held in private.

25.5 REINSTATEMENT AND/OR BACKPAY

A Crewleader found to be unjustly suspended or discharged shall be reinstated, with or without backpay, as deemed appropriate by the arbitrator.

ARTICLE 26 STEWARDS

26.1 DESIGNATION

The Union shall designate a Unit Chairperson and a division steward, who shall not be from the same division, within the bargaining unit to act as stewards. This designation and any subsequent changes thereto shall be certified in writing to the Authority.

ARTICLE 27 JOINT STANDING COMMITTEE

27.1 COMPOSITION

The Authority and the Union shall each designate up to three (3) representatives to form a Joint Standing Committee.

27.2 MEETINGS

Such Committee shall have a meeting at the request of either party at a time mutually convenient to the parties.

27.3 PURPOSE

The purpose of the Joint Standing Committee will be to discuss and consider matters of mutual concern.

ARTICLE 28
GRIEVANCE AND ARBITRATION PROCEDURE

28.1 PROCEDURE

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

The grievance shall be first raised by a steward, with or without the grievant, to the grievant's division head. The division head shall then attempt to adjust the matter and shall respond orally or in writing to the steward within one (1) work day.

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 a number of different Crewleaders) shall be reduced to writing, signed by the steward of the division involved and a copy served on the Director of Airport Operations or his/her designee within one (1) calendar week of the act, occurrence of event giving rise to the grievance. There will be a meeting between up to two (2) representatives of the Authority and the grievant and his/her division steward 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 ten (10) work 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 and his/her representatives. The Authority shall serve a written answer to the grievance upon the Union within five (5) work days after this meeting.

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 Public Employment Relations Board (PERB) 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 on both parties to this contract. The fees and expenses of the arbitrator shall be shared equally by the Authority and the Union.

28.2 LIMITATIONS ON ARBITRATOR'S AUTHORITY

The arbitrator shall have no power to add to, subtract from or change any of the provisions of this contract nor render any decision which conflicts with a law, ruling or regulation binding upon the Authority, nor to imply any obligation on

the Authority or the Union which is not specifically set forth in this contract. Awards may not be retroactive beyond one (1) week prior to service of the written grievance on the Authority.

28.3 TIME LIMITATIONS

If a written copy of the grievance was not served on the Authority within one 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 Public Employment Relations Board (PERB) 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, if the Authority fails to answer or meet within one of the Step time limits set forth in Section 28.1, the Union may proceed directly to the next step of the procedure.

ARTICLE 29 NO STRIKE

29.1 UNION OBLIGATION

The Union agrees that during the term of this contract there shall be no strike, walkout, work stoppage or other action which is designed to impede or has the effect of impeding the normal efficient operations of the Authority.

29.2 AUTHORITY OBLIGATION

The Authority shall not engage in a lockout during the term of this contract.

**ARTICLE 30
STATUTORY PROVISIONS**

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL,

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

**ARTICLE 31
ENTIRE AGREEMENT**

The Authority and Union shall not be bound by any other obligation or requirement that is not specifically set forth in this contract or in some other written agreement signed by the parties during the term of this contract. This contract is intended to cover all matters affecting wages, hours, conditions of employment and during the term of this contract, neither the Authority nor the Union will be required to negotiate on any further matters affecting these or any other subjects, However, the parties may, by mutual agreement, modify, delete or add to the provisions of this contract during its term but no supplemental agreement or understanding will be binding on the parties unless approved in writing by the Executive Director and by AFSCME, Council 66.

ARTICLE 32 MISCELLANEOUS

32.1 SAVINGS CLAUSE

Should any term or provision of this contract be in conflict with any state or federal statute or other rule or regulation binding upon the Authority, then such law or rule or regulation shall prevail, subject to final determination by a court of competent jurisdiction. In such event, however, the remaining terms and provisions of this contract will continue in full force and effect and the parties shall meet upon request of either party within thirty (30) days of such determination to negotiate a substitute provision.

32.2 ACCESS TO PREMISES

When necessary, a representative of the International Union, the Union Council or local Union may visit a Crewleader on the job to discuss grievance matters so long as there is no undue interference with the performance of duties of any Crewleader or employees and so long as prior notification is given to the Crewleader's Division Head or designee.

32.3 WORK RULES

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.

32.4 CIVIL SERVICE EXAMINATION

In the event a determination is made that the Crewleader job classifications, covered by this agreement are to be classified in the competitive Civil Service, then it is understood and agreed that all present employees in the bargaining unit will not be required to take or pass any competitive Civil Service examination as a condition for retaining their present position.

32.5 USE OF PRIVATE VEHICLES

No Crewleader shall be required to use his/her own vehicle for purposes of carrying out his/her responsibilities as a Crewleader or other Authority business.

32.6 DUTIES OF THE CREWLEADER

The duties of each Crewleader are set forth by the respective Authority Division Heads where each Crewleader is assigned. The Authority and the Union recognize that the principal function of the Crewleader is to supervise other employees. The parties also recognize that because of the varying and seasonal character of the work to be performed, it is sometimes necessary for Crewleaders to work with the employees they supervise in order to make divisions function efficiently. Within these guidelines, the parties will strive for reasonable harmony in the interest of better service to the public consistent with fair treatment of bargaining unit employees.

32.7 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:

- A. Such employees will be retired where eligible for benefits under the New York State Retirement System; and
- B. Where not eligible for retirement benefits, the Authority intends to make reasonable efforts as it may determine to place such employees in some other existing and needed bargaining unit job covered by this contract 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.

32.8 SMOKING POLICY

It is the intention of the Authority and Local 1773, Council 66, to provide a smoke-free workplace as defined in the New York's Clean Indoor Air Act. Employees are prohibited from smoking on airport property, except in designated employee smoking areas. For purposes of this section, smoking is defined to include the use of an electronic or battery operated device that is capable of delivering vapor or inhalation, with or without nicotine.

ARTICLE 33 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 other in writing at least one hundred and fifty (150) days prior to the termination date that it desires to modify this contract. In the event that such notification is given, negotiations shall begin not later than one hundred and twenty (120) 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 to 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 in the preceding paragraph.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 7th day of December, 2023.

SYRACUSE REGIONAL AIRPORT AUTHORITY



Executive Director

COUNCIL 66 and its affiliate LOCAL UNION 1773A
of the AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO



Local Union President

COUNCIL 66 and its affiliate LOCAL UNION 1773A
of the AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO



New York Council 66

COUNCIL 66 and its affiliate LOCAL UNION 1773A
of the AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO



Committeeperson

COUNCIL 66 and its affiliate LOCAL UNION 1773A
of the AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO



Committeeperson

Appendix A Wage Schedule

7/1/2023-6/30/2024

Job Classification	0-5yrs	5-10yrs	10-15yrs	15-20yrs	20+yrs
Terminal Crew Leader (Custodial Crew Leader)	25.74	26.22	26.80	27.50	28.23
Airfield Crew Leader (Airport Maintenance Crew Leader)	27.56	28.02	28.61	29.33	30.06
Heavy Equipment Mechanic Crew Leader	29.66	30.08	30.61	31.34	32.08

7/1/2024 - 6/30/2025

Job Classification	0-5yrs	5-10yrs	10-15yrs	15-20yrs	20+yrs
Terminal Crew Leader (Custodial Crew Leader)	26.76	27.27	27.87	28.60	29.36
Airfield Crew Leader (Airport Maintenance Crew Leader)	28.67	29.15	29.76	30.50	31.26
Heavy Equipment Mechanic Crew Leader	30.85	31.29	31.83	32.60	33.36

7/1/2025 - 6/30/2026

Job Classification	0-5yrs	5-10yrs	10-15yrs	15-20yrs	20+yrs
Terminal Crew Leader (Custodial Crew Leader)	27.84	28.36	28.98	29.74	30.54
Airfield Crew Leader (Airport Maintenance Crew Leader)	29.81	30.31	30.95	31.72	32.51
Heavy Equipment Mechanic Crew Leader	32.08	32.54	33.11	33.90	34.70

*Wage rates based on years as Authority Crewleader

** Civil Service title in parentheses

Appendix B Health Insurance Rates

1773A Health Insurance Rates								
	7/2023	7/2023	1/2024	1/2024	7/2024	7/2024	7/2025	7/2025
	per mo.	per week	per mo.	per week	per mo.	per week	per mo.	per week
Medical (Plan M)								
Individual	157.80	36.42			165.80	38.26	173.80	40.11
Family	346.30	79.92			362.30	83.61	378.30	87.30
Medical (Plan K) eff 1/1/24								
Individual			141.36	32.62	155.50	35.88	171.05	39.47
Family			319.56	73.74	351.52	81.12	386.67	89.23
Medical (Plan H2) eff 1/1/24								
Individual			91.36	21.08	100.50	23.19	110.55	25.51
Family			219.56	50.67	241.52	55.73	265.67	61.31
Dental								
Individual	8.70	2.01			9.57	2.21	10.53	2.43
Family	17.86	4.12			19.65	4.53	21.62	4.99
Vision (new plan eff 1/1/24)								
Individual	1.27	0.29	1.58	0.36	1.74	0.40	1.91	0.44
Family	2.74	0.63	3.42	0.79	3.77	0.87	4.14	0.96
Total Cost to Employee (Plan M)								
Individual	167.77	38.72	168.08	38.79	177.11	40.87	186.24	42.98
Family	366.90	84.67	367.58	84.83	385.72	89.01	404.06	93.25
Total Cost to Employee (Plan K)								
Individual			151.64	34.99	166.81	38.49	183.49	42.34
Family			340.84	78.65	374.94	86.52	412.43	95.18
Total Cost to Employee (Plan H2)								
Individual		-	101.64	23.45	111.81	25.80	122.99	28.38
Family		-	240.84	55.58	264.94	61.13	291.43	67.26

Plan H2 includes Employer-Funded HSA

Individual - \$2,000 yr/\$500 qtr

Family - \$4,000 yr/\$1,000 qtr

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
SRAA Employee Sick Leave Bank

1. Eligibility Criteria for Recipient

- a. Employee must have a serious protracted illness or injury that is confirmed by a physician's statement.
- b. Employee must have exhausted all of his/her paid time off (i.e., sick, vacation, personal and floating holiday, etc.)
- c. Employee cannot be awarded more than thirty (30) paid days from the sick leave bank.
- d. Employee must use sick time awarded in either 4.00 or 8.00-hour increments.

2. Donation Criteria

- a. Only those employees with a minimum of thirty (30) accrued sick leave days may donate to the Authority-wide sick leave bank. A maximum of five sick days per year may be donated.
- b. Donations must be made in writing and, once made, may not be withdrawn.

3. Procedures

An eligible employee may request additional sick leave credit from the bank by submitting a written request to the Director of Human Resources. The Director of Human Resources will inform the employee if the request has been approved or disapproved. Once approved, the approved amount will be transferred to the employee's sick time accruals. Any unused time will be returned to the bank. The decision of the Executive Director will be final as regards to any questions on the administration of the sick leave bank program.

Appendix E

Maternity/Paternity Leave

The Syracuse Regional Airport Authority will provide up to 12 weeks of paid maternity/paternity leave (“parental leave”) to employees following the birth of an employee’s child or the placement of a child with an employee in connection with adoption or foster care. The purpose of paid parental leave is to enable the employee to care for and bond with a newborn or a newly adopted or newly placed child. This policy will run concurrently with Family and Medical Leave Act (FMLA) leave, Short-term Disability, and NYS Paid Family Leave, as applicable. This policy will be in effect retroactively for births, adoptions or placements of foster children occurring on or after January 1, 2021.

1. Eligibility

Employees must meet the following criteria to be eligible for the Authority’s paid parental leave:

- a. Regular work schedule of 20 or more hours per week are eligible after 26 weeks of employment; and
- b. Has given birth to a child; or
- c. Has a spouse or committed partner who has given birth to a child, and the employee is the biological parent or legal guardian of the child; or
- d. Has adopted a child or been placed with a foster child (in either case, the child

must be age 17 or younger). The adoption of a new spouse's child is excluded from this policy.

Temporary employees and paid interns are not eligible for parental leave.

2. Amount, Time Frame and Duration of Paid Parental Leave

Eligible employees will receive a maximum of 12 weeks of paid parental leave per birth, adoption or placement of a child/children. The fact that a multiple birth, adoption or placement occurs (e.g., the birth of twins or adoption of siblings) does not increase the 12-week total amount of paid parental leave granted for that event. In addition, in no case will an employee receive more than 12 weeks of paid parental leave in a rolling 12-month period, regardless of whether more than one birth, adoption or foster care placement event occurs within that 12-month time frame.

Each week of paid parental leave is compensated at 100 percent of the employee's regular, straight-time weekly pay. Paid parental leave will be paid on a weekly or biweekly basis on regularly scheduled pay dates in accordance with the employee's regular pay period.

Approved paid parental leave may be taken at any time during the 12-month period immediately following the birth, adoption or placement of a child with the employee. Paid parental leave may not be used or extended beyond this 12-month time frame.

Employees must take paid parental leave in full day increments based on the employee's standard work day, and must use all paid parental leave during the 12-month time frame indicated above. Any unused paid parental leave will be forfeited at the end of the 12-month time frame.

Upon termination of the individual's employment at the Authority, he or she will not be paid for any unused paid parental leave for which he or she was eligible.

3. Coordination with Other Policies

In the event of an employee who has given birth, the 12 weeks of paid parental leave will run concurrently with any short-term disability leave/benefit and/or NYS Paid Family Leave benefit provided to the employee for the employee's own medical recovery following childbirth.

If an employee is approved for short-term disability and/or NYS Paid Family Leave benefits, the Authority will pay the difference between what the employee earns from DBL and/or PFL and the employee's standard salary, not including overtime, not to exceed 12 weeks in combined benefits.

Paid parental leave taken under this policy will also run concurrently with leave under FMLA, when eligible; thus, any leave taken under this policy that falls under the definition of circumstances qualifying for leave due to the birth or placement of a child due to adoption or foster care, the leave will be counted toward the 12 weeks of available FMLA leave per a 12-month period. All other requirements and provisions

under the FMLA will apply. In no case will the total amount of leave—whether paid or unpaid—granted to the employee under the FMLA exceed 12 weeks during the 12-month FMLA period. Please refer to the Family and Medical Leave Policy for further guidance on the FMLA.

After the paid parental leave is exhausted, the balance of FMLA leave (if applicable) will be compensated through employees' accrued sick, vacation and personal time, or any other eligible leave. Upon exhaustion of said leave, any remaining leave will be unpaid leave. Please refer to the Family and Medical Leave Policy for further guidance on the FMLA.

The Authority will maintain all benefits for employees during the paid parental leave period just as if they were taking any other company paid leave such as paid vacation leave or paid sick leave.

If an Authority holiday occurs while the employee is on paid parental leave, such day will be charged to holiday pay; however, such holiday pay will not extend the total paid parental leave entitlement.

If the employee is on paid parental leave when the Authority offers administrative leave (known as an “admin day”), that time will be recorded as paid parental leave. Administrative leave will not extend the paid parental leave entitlement.

An employee who takes paid parental leave that does not qualify for FMLA leave will be afforded the same level of job protection for the period of time that the

employee is on paid parental leave as if the employee were on FMLA-qualifying leave.

Paid parental leave is not counted towards hours worked for the purpose of computing overtime.

4. Requests for Paid Parental Leave

The employee will provide his or her supervisor and the human resource department with notice of the request for leave at least 30 days prior to the proposed date of the leave (or if the leave was not foreseeable, as soon as possible). The employee must complete the necessary HR forms and provide all documentation as required by the HR department to substantiate the request.

As is the case with all Authority policies, the organization has the exclusive right to interpret this policy.

Appendix F

New York State Paid Family Leave

1. Overview

New York State Paid Family Leave (PFL) benefits provided through the Authority's statutory disability carrier are available to all eligible employees, and guarantees the following when leave is taken due to caring for a new born child/adopted child with 12 months of birth/placement, caring for a family member with a serious medical condition, or helping with family obligations when a family member is on active military duty:

- i. Wage replacement (see benefit schedule below)
- ii. Job protection upon return from PFL; and
- iii. Continuation of health insurance while out on PFL

2. Eligibility

- i. Employees with a regular work schedule of 20 or more hours per week are eligible after 26 weeks of employment.
- ii. Employees with a regular work schedule of less than 20 hours per week are eligible after 175 days worked.

3. Benefits

Paid Family Leave provides partial wage replacement only. Payments are subject to Social Security and tax withholding. The program is funded by employees through a minimal payroll deduction set by New York State.

The benefit schedule as assigned by New York State is listed below:

Benefit	Length of Leave
67% of average weekly wage	12 weeks

4. Use/Accrual of Paid Leave

Employees do not have to take all of their sick leave and/or vacation before using paid family leave. Employees may request to use sick or vacation leave for full pay while on leave, although it's not required. The combination of all benefits paid to an employee may not exceed the employee's regular earnings.

If the employee goes out on unpaid leave, the benefit will be paid directly to the employee. If the Authority continues to pay the employee while on PFL through the use of sick leave and/or vacation, the benefit will be paid to the Authority.

Employees will accrue paid time leave while out on PFL.

5. Family and Medical Leave Act (FMLA) Coordination

Where leave is taken for a reason specified for both FMLA and PFL, the Authority may designate the leave to be counted simultaneously against the employee's entitlement under both FMLA and PFL, with prior notice to the employee.

6. Claim Procedure

When an employee has a foreseeable situation, they should provide the Authority with 30 days advance notice of their intention to use Paid Family Leave, along with

any required documentation. If the event was not foreseeable, the employee must notify the Authority as soon as practical.

It is the employee's responsibility to submit a completed claim package to the Authority's Paid Family Leave insurance carrier within 30 days of their first day of paid leave. The insurance carrier will process the claim and issue a determination within 18 days.

A claim form is available from Human Resources, the Authority's Paid Family Leave insurance carrier, or on the Paid Family Leave website.

7. Family Members as defined for the purposes of PFL as:

- i. Spouses
- ii. Domestic Partners
- iii. Children
- iv. Parents
- v. Parents-in-law
- vi. Grandparents
- vii. Grandchildren

8. Serious Health Condition

A Serious Health Condition as defined by the New York State PFL regulations includes an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential health care facility; or continuing treatment or supervision by a health care provider.

Ordinarily, conditions such as the common cold, the flu, earaches, upset stomach, minor ulcers, routine dental or orthodontia problems, periodontal disease, etc. do not meet the definition of a serious health condition.

9. Health Insurance Continuation

As with FMLA, employees taking leave under PFL are entitled to receive health benefits during the leave at the same level and terms of coverage as if they had been working throughout the leave. If applicable, arrangements will be made for employees to pay their share of health insurance premiums while on leave. In some instances, the Authority may recover premiums it paid to maintain health coverage for an employee who fails to return to work from PFL leave.

10. Job Restoration

An employee will be restored to the position held when the leave began or to a comparable position with comparable employment benefits, pay, and other terms and conditions of employment, provided he or she returns to work within the time period allowed.

The Authority will not discriminate or retaliate against employees for taking or inquiring about Paid Family Leave. For more information or to file a claim, contact the Director of Human Resources.

Appendix G

Volunteer Leave

The Authority encourages employees to become involved in their communities, lending their voluntary support to programs that positively impact the quality of life within these communities.

The following guidelines are for Authority employees who serve as volunteers in 501(c)(3) non-profit community programs that are either of personal interest or are corporate-sponsored initiatives.

Employees may take up to 16 hours of paid volunteer leave per calendar year, at four (4) hours of leave per quarter. Leave must be used in 4 hour (half day) increments; however, leave may be combined for a full day subject to approval. New hires earn a pro-rated amount starting at the beginning of the first full quarter of employment.

Unused Volunteer Leave does not carry over into the next calendar year.

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 other work-related responsibilities.

Volunteer time should not conflict with the peak work schedule and other work-related responsibilities, create need for overtime, or cause conflicts with other employees' schedules.

Eligibility

Interested employees should have satisfactory performance or above, and cannot currently be on a performance improvement plan or on discipline for misconduct.

Employees must complete a Volunteer Leave request form and submit to their supervisor at least one week before the requested time off. The supervisor should consult with Human Resources with any questions or concerns before approving or denying the request. Approval is at the discretion of the employee's supervisor and HR.

Volunteer leave may not be used for organizations that discriminate based on race, religion, creed, color, sex, age, national origin/citizenship, disability, marital/familial status, sexual orientation, gender identity, domestic violence victim status, military status, genetic information, or any other status or condition protected by Federal, State, or local law.

