

# **COLLECTIVE BARGAINING AGREEMENT**

**Saint Lawrence Seaway Development Corporation**

**and**

**American Federation of Government Employees**

**Local No. 1968**

**(Affiliated with AFL-CIO)**

**APPROVED**

**June 20, 2016**

**EFFECTIVE**

**June 20, 2016 through September 30, 2018**

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## Preamble

THIS AGREEMENT, made and entered into between the SAINT LAWRENCE SEAWAY DEVELOPMENT CORPORATION, a Federal Corporation organized and existing under Public Law 358, 83rd Congress (68 Stat. 92, 33 U.S.C. 981 et seq.) as amended, having its principal offices at Massena, New York, hereinafter referred to as "the Corporation," and the SAINT LAWRENCE SEAWAY LOCAL NO. 1968, AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, AFL-CIO, hereinafter referred to as "the Union," acting on behalf of the Corporations' employees contained in the bargaining unit, hereinafter referred to as "the employee(s)."

WITNESSETH:

WHEREAS, the Congress finds that experience in both private and public employment indicates that the statutory protection of the right of employees to organize, bargain collectively, and participate through labor organizations of their own choosing in decisions which affect them

1. safeguards the public interest,
2. contributes to the effective conduct of public business, and
3. facilitates and encourages the amicable settlement of disputes between employees and employers involving conditions of employment; and

WHEREAS, the public interest demands the highest standards of employee performance and the continued development and implementation of modern progressive work practices to facilitate and improve employee performance and efficient accomplishment of the operations of the Government; and

WHEREAS, through this agreement, the Parties establish a basic understanding relative to personnel policies and practices, conditions of employment, and any other negotiable matters.

WHEREAS, nothing in this agreement will be construed as abrogating the Corporation's or Union's right to communicate with the employees, the public, public officials, or other parties, nor to oppose actions the Corporation or Union believes to be contrary to their interest; and

WHEREAS, the Corporation and the Union agree that they will be bound by this Agreement and that each will faithfully carry out the provisions set forth herein, and that it will apply to all the employees equally unless otherwise specifically provided; and  
WHEREAS, the Corporation and the Union agree employees and management officials will not enter into arrangements that in any way violate this contract; and

NOW, THEREFORE, in consideration of the premises and the mutual advantages accruing to the respective parties from the covenants hereinafter set forth, it is agreed as follows:

## **Article 1. Agreement Coverage**

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- 1-1** This Collective Bargaining Agreement covers all Corporation Bargaining Unit employees.
- 1-2** The "Bargaining Unit" consists of all Corporation employees except employees who are:
- a. Management officials; or
  - b. Supervisors; or
  - c. Confidential employees; or
  - d. Employees engaged in personnel work, in other than a purely clerical capacity; or
  - e. Employees engaged in administering the Labor-Management Program.
- 1-3** The Union may, by written request, obtain from the Corporation a list of excluded positions and the incumbents.
- 1-4** Whenever major changes are made to the organizational chart, or at least once per year, the Union will be provided a copy.

## Article 2. Agreement Administration

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**2-1** In administration of all matters covered by this Agreement, Government-wide laws, rules and regulations that apply to the Corporation govern the Parties and employees.

### **2-2** Definitions:

- a. Impact and Implementation: Negotiate the impact and implementation of a Management decision that impacts conditions of employment of the bargaining unit positions.
- b. Collective Bargaining: The performance of Union and Management representatives to meet at reasonable times and to consult and bargain in a good faith effort to reach agreement with respect to conditions of employment.
- c. Collective Bargaining Agreement (CBA): Written agreement entered into as a result of collective bargaining.
- d. Compensatory Time: Time off with pay in lieu of overtime pay for irregular overtime work.
- e. Conditions of Employment: Personnel policies, practices and matters affecting conditions of employment
- f. Continuous Duty: A schedule consisting of twenty-four (24) hours a day, seven (7) days a week.
- g. Emergency: A sudden, unexpected occurrence or set of circumstances demanding immediate attention and for which normal planning could not be anticipated. Notification will be provided to a union officer as soon as practical after an emergency is declared.
- h. Employee: An employee in the bargaining unit.
- i. Formal Discussion: Discussion between one or more management representatives and one or more unit employees concerning a grievance or personnel policy or practice or other general condition that affects unit employees' employment.
- j. Informal Discussion: Supervisor/employee discussions regarding normal work assignments including work performance, etc. are considered normal Supervisor/employee discussions and are not formal

discussions.

- k. Lock Wall Positions:
  - LDOL – Lock and Dam Operator Leader
  - LDO/STE – Lock and Dam Operator Skilled Trade Electrical
  - LDO/STM – Lock and Dam Operator Skilled Trade Mechanical
  - LDO – Lock and Dam Operator
  - LH – Line Handler
  - TH/LHC – Trades Helper Line Handler Crew
  - TH/LHRP – Trades Helper Line Handler Relief Permanent
  - TH/LHRT – Trades Helper Line Handler Relief Temporary
- l. Irregular overtime: Overtime work which is not part of the regularly scheduled administrative workweek.
- m. Memorandum of Agreement (MOA): Signed written agreement between Union and Management which is distributed in accordance with Article 5.
- n. Mission: The mission of the Corporation is to serve the maritime transportation industry by providing a safe, secure, reliable, efficient, and competitive deep draft international waterway, in cooperation with the Canadian SLSMC.
- o. Official Time: Time authorized for union representatives to conduct labor-management business during the time the representative would be in a duty status (see Article 7).
- p. Overtime Work: Authorized and approved hours of work performed by an employee in excess of eight (8) hours in a day or in excess of forty (40) hours in an administrative workweek. (Except for Continuous Duty and AWS).
- q. Parties: American Federation of Government Employees (AFGE) Local 1968 (Union), and Saint Lawrence Seaway Development Corporation (Management).
- r. Position: A position within the bargaining unit, Wage Grade (WG) and General Schedule (GS) employees.
- s. Regular Overtime: Overtime work which is part of the regularly scheduled administrative workweek. (example: Permanent Lock employees on 12 hour schedules have 4 hours of regular overtime per pay period.)
- t. Shift Work: Scheduled hours of work other than continuous duty.
- u. Time Limits: All time limits are calendar days unless otherwise specified

in this agreement. Extension of time limits must be mutually agreed upon.

- v. Tour of Duty: The hours of a day (a daily tour of duty) and the days of an administrative workweek (a weekly tour of duty) that constitute an employee's regularly scheduled administrative workweek.
- w. Union Officer: An elected unit employee who represents the interest of all unit employees.
- x. Union Representative/Official: A unit employee designated by the Union, in writing, as representing the Union's interest for specific matters or topics.

### **Article 3. Equal Employment Opportunity**

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- 3-1** The Parties will foster a positive work environment which will afford an equal opportunity for employment regardless of race, creed, color, religion, sex, sexual orientation, parental status, age, national origin, or handicap.
- 3-2** The Parties will advise each other of outstanding equal opportunity problems of which they are aware within the limits of the Privacy Act, the Freedom of Information Act, and other applicable statute and regulations. The Parties will promptly seek solutions to such problems so that the program will be fully effective.
- 3-3** The Parties will consult on and strive to eliminate Equal Employment Opportunity (EEO) problems. Confidential information shared during these discussions must be kept confidential unless the employee(s) involved authorize release in writing, or in accordance with applicable laws and regulations.
- 3-4** The Union will recommend candidate(s) to the EEO Officer to serve as EEO Counselor(s).
- 3-5** EEO counselors are available to assist employees in the informal stage of the EEO complaint process.

## **Article 4. Employee Rights**

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- 4-1** Employees have the right to form, join, and assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal. Employees are protected in the exercise of these rights as outlined in Public Law 95-454, Chapter 71. Such rights include:
- a. Acting for a labor organization as a representative with the right to present views of the Union to heads of agencies and other officials of the executive branch of the Government, the Congress, or other appropriate authorities, and
  - b. Engaging in collective bargaining with respect to conditions of employment through representatives chosen by the employees.
- 4-2** Employees have the right to request union representation during any examination connected with an investigation, if the employee reasonably believes that the examination may result in disciplinary action.
- a. If a management official believes the examination may result in disciplinary action, they must notify the employee of the right to union representation before the examination begins.
  - b. If at any point in the examination the management official becomes aware that discipline may occur, the management official must stop the examination and notify the employee of the right to union representation.
  - c. When an employee exercises this right and a representative of the Union is not immediately available, the investigation will be delayed for a reasonable period of time, to permit the presence of a Union representative.
- 4-3** Employees have the right to consult with a union representative to discuss a grievance and/or terms and conditions of employment. Requests for official time for this purpose are covered under Article 7.
- 4-4** Employees and the Union will be kept informed of information concerning mission and general job welfare. The Parties agree that rumors or misinformation are counterproductive to a healthy work environment. Employees are encouraged to seek clarification from union or management officials when they believe information is incomplete or ambiguous.
- 4-5** The Corporation shall annually inform its' employees of their rights under this section.

- 4-6** Free parking shall be provided to Corporation employees in Massena within reasonable walking distance from their designated work area. Employees are encouraged to use car pools. Employees will be given preference to parking spaces over non-corporation personnel.
- 4-7** Travel/Temporary Duty scheduling and reimbursement for employee travel will follow applicable Federal Travel Regulations (FTR). Employees will be given as much advance notice of travel assignments as possible.
- 4-8** Prior to travel for training, any questions regarding reimbursement for travel expenses and/or pay issues will be addressed.

## **Article 5. Distribution of Agreement**

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- 5-1** The Corporation agrees to print and distribute this Agreement to bargaining unit employees. The Corporation also agrees to furnish the Union, at no cost, at least twenty-five (25) copies of this Agreement.
- 5-2** The Parties will jointly review and approve the final copy prior to the Agreement being sent to the Administrator for final approval and signature. For historical purposes duplicate copies of the CBA will be signed. Duplicate electronic copies, in a compatible format, of the proofread final Agreement will be provided to the Union.
- 5-3** The Parties will approve and initial the final proof copy prior to final printing. The Parties will review options for the final printed version of this Agreement, and will mutually agree on the version that provides the easiest to read format with the most portability.
- 5-4** Full text copies of the final Agreement, including all appendices, supplements, and MOA/MOU's, will be maintained in a SharePoint file, accessible by all Corporation employees. Notice of any additional MOA/MOU's will be given to employees as follows:
- a. The full text of any additional MOA/MOU's will be posted on Corporation bulletin boards for a minimum of thirty (30) days, with the full text maintained in a SharePoint file, accessible by all Corporation employees.
- 5-5** The Corporation will inform each new employee of the Union's exclusive recognition and provide a copy of the Agreement and a current list of the Union Executive Board and shop stewards.
- 5-6** Following ratification and approval by the Administrator, the negotiating teams will conduct joint training sessions to brief Union representatives and management officials on the Agreement.

## **Article 6. Labor-Management Forums**

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- 6-1 Labor-Management Forums** - Management officials and the Union Executive Board will meet once per month with a schedule being set at the beginning of each year, by the Union President and the Human Resources Officer.

When possible, written agenda items with sufficient detail to address the issue will be submitted two days in advance of the scheduled meeting. Upon completion of the meeting, a brief summary will be jointly developed for posting on area bulletin boards. Labor-Management Forums are not to be used as negotiating sessions.

- 6-2** Shortly after navigation season opening, a debriefing session will be held with Maintenance employees to review winter work findings, issues, etc.
- 6-3** By the end of May, any special projects planned for the navigation season will be discussed with employees who will be involved in the projects scheduled for that work period.
- 6-4** No later than December 1, planned winter work projects will be discussed with Maintenance employees who will be involved in the projects scheduled for that work period.
- 6-5** If a Labor-Management Forum meeting is scheduled for December, the navigation closing will be reviewed. If a meeting is scheduled in March, information relating to the navigation season opening will be presented.
- 6-6** Other formal meetings may be requested by either party to discuss issues of mutual concern. The request must be submitted to the Human Resources Officer or the AFGE Local President. Meeting requests, with agenda, must be made a minimum forty-eight (48) hours in advance.
- 6-7** If Union or Management representative(s) are not able to attend; the party unable to attend the meeting is responsible for notifying the other party. At the time of notification, the parties will establish a new date and time to meet. If timeliness is a factor, the parties will mutually agree to designate alternative personnel to attend the originally scheduled meeting.
- 6-8** The Union will be offered the opportunity to be represented on all committees dealing with matters affecting conditions of employment of the bargaining unit. Internal management committees are excluded from this provision.
- 6-9** Discussions or meetings between Management Officials and employees will not be tape recorded unless all parties agree.

## **Article 7. Official Time/Union Rights and Responsibilities**

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- 7-1** The Union will provide the Human Resources Officer with a typewritten list of union officers, shop stewards, and appointed union representatives as soon as practicable after an election, appointment or when any subsequent changes are made. Management will recognize such officers or representatives as soon as practicable following receipt of Union notification. Only those employee representatives listed will be authorized official time.
- 7-2** When required, the Union will notify management of the official notification order in the absence of the Union President.
- 7-3** For negotiating ground rules, there will be a maximum of two negotiators for each Party.
- 7-4** Any activities relating to the internal business of the Union, such as, but not limited to, the collection of dues, will be performed during the time the employee is in a non-duty status.
- 7-5** Union representatives/employees may be granted annual leave or leave without pay at the employee's request to conduct internal union business (for example attending union meetings). Requests must be submitted in writing (on OPM Form-71 "Request for Leave or Approved Absence") to their supervisor and will be granted or denied strictly on the basis of workload.
- 7-6** Union representatives and the employees they represent shall be granted the amount of official time (if in a duty status) that is reasonable, necessary and in the public interest.
- a. Representatives and employees are responsible for submitting a written request for official time to their Supervisor. The request will be submitted in a timely manner, and will provide information as to the nature of the request.
  - b. The Supervisor will grant or deny the request strictly on the basis of workload.
  - c. The Representative and/or employee must report to their respective supervisors the actual amount of official time used if it differs from the original request.
  - d. Representatives requesting to meet with another employee or supervisor are responsible for contacting the supervisor to arrange a mutually agreed time to meet.
  - e. Generally, during official time for LMR activities, employees will remain on Corporation property. Occasionally, Union representatives may find it necessary to leave Corporation property to conduct LMR activities. In those situations, the Union will notify the Human Resources Officer of the reason for

leaving Corporation property and how long they anticipate being away, will provide contact information for the absence, and will notify the Human Resources Officer when they return.

- 7-7** Supervisors will grant reasonable requests for official time when time away from the job will not have an adverse impact. Representational functions that require immediate attention will be responded to by the Supervisor at the time of the request. If the time requested cannot be granted, the Supervisor will arrange for an alternative time.

Official time granted will be provided as workload permits, unless deadlines make a delay impractical, for Labor-Management Relations' activities, and is limited to:

- a. Union Officers and Designated Representatives (As designated in writing by the Union):
  1. Investigating, preparing, and presenting grievances under this Agreement;
  2. Participating in joint Union-Management committees;
  3. Participation as a member of a Union negotiation team (as determined by negotiation ground rules);
  4. Representing the Union at meetings with Management (i.e. - formal discussions, grievance meetings--when the employee doesn't want a personal representative, management briefings, monthly LMR meetings etc.);
  5. Representing an employee at meetings with Management where such representation right is granted by law or this Agreement.
  6. Union training under Article 7-8; or
  7. Other representational functions specifically provided for by law or this Agreement (OSHA inspections, FSIP and FLRA proceedings, counsel in arbitration, etc.).
  
- b. Unit employees are authorized official time for:
  1. Preparing and presenting their personal grievance; or
  2. Participation on joint committees; or
  3. Serving on a negotiation team; or

4. Other Labor-Management relations activities when official time is specifically authorized by law or by this Agreement.

- 7-8** When workload permits, union representatives may be granted official time to attend union-sponsored training on a subject matter of mutual concern during the time the representative otherwise would be in a duty status. Each calendar year, a maximum of three hundred-sixty (360) hours of official time will be available for training. Requests for training must be submitted to the Human Resources Officer on union letterhead and must include the subject matter. The Union Representative and the Office Head will meet on a case by case basis regarding schedule changes.
- 7-9** The Union has the right to be present when the Corporation holds formal discussions with employees concerning any grievance or any personnel policy or practice or other general conditions of employment.
- 7-10** The Union President is authorized four-hundred sixteen (416) hours per calendar year of official time to perform labor/management activities as covered by this agreement and Statute. The President and the appropriate Office Head will develop a schedule(s) that is mutually acceptable.
- a. The President may designate, in writing to the Human Resources Officer, another Union official to use President's time during their absence. The designation must allow twenty-four (24) hours' notice before the first use of official time. This is an exception to the schedule change notice requirements in Article 13-5.
- 7-11** E-Board members, in a duty status, will be authorized thirty (30) minutes official time before and after the Labor-Management Forum meeting. If additional time is required, the Union will follow the provisions of Article 7-6.
- 7-12** A Union official is authorized thirty (30) minutes official time to meet with new bargaining unit employees within the first ten (10) days of employment.

## **Article 8. Use of Facilities**

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- 8-1** The Union is allowed to use the area in the lower control house of Eisenhower Lock as an office. In the event the Corporation determines a need for that area, every effort will be made to give at least a thirty (30) day notice for the Union to vacate the assigned area. The Corporation will make a reasonable effort to provide another office of comparable size and usability. The Corporation retains all rights for the use of the space. Management inspections of the space will be conducted with a union representative.
- a. For security and safety reasons, the Union will notify the on-duty Operations Supervisor when the office is in use.
- 8-2** The Union office will be equipped with surplus equipment that includes a desk, chairs, table and file cabinets. The Corporation will furnish, without charge, a telephone with FTS and voice mail capability for the Union's use. This telephone will be used only for Labor Management Relations (LMR) business. The Corporation will also furnish high-speed internet service through the DOT system.
- 8-3** Corporation fax machines and copying equipment may be used by union officials and representatives for LMR activities.
- 8-4** The Corporation shall allow the Union to use up to 80 hours of labor, up to \$300.00 worth of materials from the Corporation's available stock on site, and a trailer for constructing a float for the Labor Day Solidarity parade. The timing and availability of the labor will be determined by the employee's supervisor.

## **Article 9. Union Bulletin Boards and Distribution of Literature**

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- 9-1** The Corporation has installed and will maintain bulletin boards for the Union's use at the Administration Building, the Maintenance Building, Automotive Shop, Paint Shop, Navigation Aid Shop, Snell Lock, Eisenhower Lock break room, and Eisenhower Lock VTC. The Union realizes that:
- a. These bulletin boards are for the Union to post union newsletters, AFGE publications, and other official union notifications to members.
  - b. A Union representative for the area in which the bulletin board is located will be responsible for the posting and removal of material on the bulletin board.
- 9-2** Employees have the right to distribute local AFGE publications, handbills, notices or other literature in non-work areas during non-work hours.
- 9-3** Distribution and/or posting of scurrilous or inflammatory literature are prohibited.

## **Article 10. Voluntary Allotments for Payment of Union Dues**

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- 10-1** Employees may voluntarily authorize allotments for the payment of union dues by submitting Standard Form 1187 to Human Resources. Union dues deductions will become effective the first complete pay period following receipt of Form 1187.
- 10-2** Allotments are irrevocable for one year after receipt of Form 1187. Subsequently, revocation will become effective the first complete pay period following receipt of written notification in the Human Resources office. A copy of a revocation request will be provided to the Union Treasurer within five (5) business days of receipt of the request.
- 10-3** Dues deduction allotments will be provided by the Corporation's payroll provider at no charge to the employee or Union.
- 10-4** The Corporation's payroll provider will remit dues allotments by deposit to the Union account after each pay deduction period. A list of employee names and the amount deducted for the period will be provided to the Union Treasurer.
- 10-5** Only one change in the allotment amount may be made within a twelve (12) month period. In order for a change to become effective, the Union Treasurer must send written notice of the new amount to be deducted and effective start date to Human Resources.
- 10-6** Allotments will be terminated upon loss of exclusive recognition of the Union; upon separation of an employee from the Corporation; upon permanent appointment to a non-bargaining unit position; upon written notice by the Union Treasurer to Human Resources that an individual ceases to be a union member in good standing; or by timely revocation by an employee. Allotments will be suspended upon temporary promotion to a non-bargaining unit position.

## Article 11. Wage Board Compensation

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**11-1** Wages for Wage Board employees are negotiated in accordance with the work standards required in the Massena, New York, labor market. Wages negotiated should reflect Corporation, employee, and public interest while attracting highly qualified personnel.

**11-2** **Wage Schedule**: Wage schedules will be set in five (5) steps. Step 1 is the probationary rate and Step 5 is the job rate. Steps 1-4 will continue to be established as follows:

Step 1 will be \$3.00 less than step 5

Step 2 will be \$2.00 less than step 5

Step 3 will be \$1.50 less than step 5

Step 4 will be \$1.00 less than step 5

**11-3** **Pay Actions**: Pay actions will be administered as follows:

- a. **Step Increases**. An employee must serve at a fully acceptable level of competence as certified by the Supervisor for a period of twenty-six (26) pay periods before moving to the next step.
  1. Denial of a step increase because of performance below the fully acceptable level of competence will be handled in accordance with regulations and the SLSDC Performance Management System.
- b. **Promotion**
  1. An employee who bids on and is selected for a higher graded position will go to the step in the higher grade that is at least 4% higher than the employee's current rate of pay.
    - a. If, upon promotion, there is no rate of pay in the grade to which promoted which meets the current contract language, the employee shall be paid the maximum scheduled rate (step 5) of the grade to which promoted.
  2. A probationary employee (new hire) who bids on and is selected for a higher graded position during the probationary period, will go to the probationary rate (step 1) in the higher position, and remain at that step until the probationary period is completed.
- c. **Additional Pay**

1. An employee who works in an additional pay position will receive the step in the higher grade that is at least 4% higher than the employee's current rate of pay.
  2. A probationary employee who is certified for additional pay for a higher level position will receive the probationary rate (step 1) for the higher level position as the additional pay rate.
- d. Temporary employees. Temporary employees will be paid at the probationary rate (step 1).
- 11-4** The Corporation agrees to continue the current dental program at no cost to employees.
- 11-5** Shift premiums will be as follows: 1st shift = 10.0%; 3rd shift = 5.0%
- 11-6** Wage rates will be set during the life of this agreement as follows:
- |                       |                |
|-----------------------|----------------|
| Effective 10/11/2015: | 1.50% increase |
| Effective 10/09/2016: | 1.75% increase |
| Effective 10/08/2017: | 2.75% increase |
- 11-7** The Parties agree that in reaching final agreement, wage data and work standards of Aluminum Company of America (ALCOA) West, ALCOA East, and the New York Power Authority (NYPA) were included for determining the final wage package.
- 11-8** The Parties agree that these methods do not create any binding precedent for future Collective Bargaining Agreements. The Parties are free to agree to any appropriate methods and means for setting wages in future wage setting agreements.

## **Article 12. Performance/Within-Grade & Step Increases**

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- 12-1** General Schedule (GS) within grade increases will be administered in accordance with applicable Federal Regulations (5 CFR 531, Subpart D).
- 12-2** Wage Board employees will receive rate changes in accordance with Article 11.
- 12-3** Employees whose performance is less than fully acceptable are not eligible for within-grade increases or performance awards. Performance problems will be dealt with in accordance with the SLSDC Performance Management System and the regulations in 5 CFR 430 and 432.
- 12-4** Any employee who is not working at an acceptable level of competence will be given written notification by their immediate Supervisor specifying which Critical Job Elements are less than satisfactory and how performance can be improved. The employee will be given an opportunity to discuss this notification with the immediate Supervisor and may have Union representation at any meetings on the subject if the employee requests representation. A request for Union representation will not be denied.
- 12-5** In the event that changes to the Performance Management System become necessary, the Parties agree to meet to resolve all outstanding issues that are bargainable.

## Article 13. Tours of Duty/Hours of Work

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- 13-1 The administrative work week** consists of 7 consecutive days beginning on Sunday and ending on Saturday. Hours of work are kept in increments of 15 minutes.
- 13-2 The basic work week** for day shift employees is 8 hours Monday through Friday, between the hours of 6:00 a.m. and 7:00 p.m., with a minimum ½-hour unpaid meal period. No changes will be made to the basic workweek without first notifying the Union. When the basic workweek is changed, days off will be consecutive and will include either a Sunday or Saturday.
- 13-3 Shift work schedules (Non-Continuous Duty):** Employee work schedules may be changed or established when necessary to meet work requirements (subject to the provisions of Section 13-5). Employees assigned to shift work will normally work an 8-hour shift, with a ½-hour unpaid meal period, and two fifteen-minute paid breaks in accordance with Sections 13-10 or 13-12.
- a. Afternoon shifts will be scheduled between the hours of 2:00 p.m. and 12:00 a.m.
  - b. Midnight shifts will be scheduled between the hours of 10:00 p.m. and 8:00 a.m.
  - c. Maintenance Division and Marine Division employees are authorized a fifteen (15) minute wash up time at the end of the workday. This clean-up period is not intended to allow employees to leave the worksite early.
- 13-4 Meal & Other Breaks (Non-Continuous Duty):**
- a. Meal Breaks: Regular scheduled meal breaks are established in each unit by Management.
    1. Travel to and from eating areas will be prohibited, except as outlined in 13-4c.
    2. Employees are expected to bring their meal/snacks to the work site they are assigned. Kitchen facilities are available at the Administration Building, Eisenhower Lock, Snell Lock and the Maintenance Facility.
    3. Any supervisor may assign a meal break within thirty (30) minutes (before or after) of the employees scheduled meal break time, due to work requirements.
    4. Any employee required by any supervisor to work through their assigned meal break (other than as described in 13-a. 3) will be paid thirty (30) minutes overtime pay.

- b. Other Breaks: Employees are authorized the equivalent of two (2) fifteen (15) minute work breaks to be taken at the worksite. Work break times are established in each unit. Specific break period times are provided in accordance with the unit work requirements.
- c. Corporation vehicles will not be used for transportation between work sites for work breaks or meal breaks. Work sites are defined as Maintenance (including the mud hole), Eisenhower Lock, Snell Lock, and the Administration Building. If employees are working at Snell and have a Corporation vehicle on the south side, they may travel back to the Maintenance Building for meal breaks.

**13-5** Continuous duty 12-hour compressed work schedules are used during the navigation season for Lock Operations employees. These employees' meal periods cannot be scheduled; therefore, their work schedule includes a paid ½-hour meal period.

**13-6** Schedule changes for continuous duty & non-continuous duty employees will be posted 96 hours in advance with copies provided to the affected employees and the Union. Exceptions to the 96-hour notification are:

- a. Opening and closing of the navigation season for Lock Operations personnel, a minimum of 12 hours' notice;
- b. Relief employees, a minimum of 12 hours' notice;
- c. Changes of work schedules during the non-navigation season, a minimum of 48 hours' notice;
- d. Schedule change as a result of unanticipated absence that could adversely affect already approved leave in Lock Operations, no advance notice.
- e. Management declared emergencies, no advance notice; the Union will be notified as soon as practical.
- f. Schedule change notice in accordance with Article 7-10.a.

**13-7** Employees not receiving proper notification of a work schedule change may work both the new as well as previous work schedule on the first day of the changed work schedule. When exercising this option, the employee must notify their supervisor of the decision to work both schedules on the first day of the new schedule with a limitation of 18 consecutive hours. The employee may request to be excused from working the previous work schedule.

### 13-8 Alternate Work Schedules (AWS) – Corporation Wide:

- a. Alternate Work Schedules (AWS) are any approved schedules different from the standard 8-hour day/40-hour week and include:
  1. 12-hour compressed work schedule (CWS)
  2. 4 10-hour days
  3. 5-4/9 work schedule
  4. Flexible work schedules
  5. Maxi flex work schedules

- b. Definition of CWS (5-4/9, 4/10): A pre-established 80-hour tour of duty comprised of eight (8) 9-hour workdays and one (1) 8-hour workday per pay period, or four (4) 10-hour workdays with one (1) day off each week.

Examples of CWS available to employees may be (NOTE: certain positions cannot fall under this time schedule):

1. 5-4/9 Schedule: - A schedule which, within a pay period of 10 workdays, includes eight (8) 9-hour days, one (1) 8-hour day, and one (1) non-workday.
2. 4/10 Schedule: - A schedule which, within a scheduled work week, includes four (4) 10-hour days and one non-workday.
3. Regular Day Off (RDO): - The one (1) additional day off earned during the pay period for employees electing the 5-4/9 CWS or the two (2) days off per pay period for those working 4/10. RDOs may not be advanced, nor may they be accumulated. Employees may request to adjust their RDO to meet an infrequent need. The adjustment must be requested in advance and agreed upon by their first-line Supervisor based on workload.

- c. Personal Hardship:

1. Definition: The term "Personal Hardship" means a situation outside of work and beyond the employee's control that would create a serious adverse effect on the employee's ability to continue working the AWS.
2. Procedures: The employee is responsible for providing a written statement to their supervisor requesting Personal Hardship accommodation. The statement must contain the following information:
  - (a) Nature of the Personal Hardship; and

- (b) How the AWS causes the Personal Hardship; and
- (c) Employee's efforts to resolve the Personal Hardship.

3. Personal Hardship determination:

- (a) Management will make a final determination that a Personal Hardship exists within 10 calendar days. The employee will be notified of the decision.
- (b) Management is not obligated in any manner to create a position for employees with a Personal Hardship. Employees approved for Personal Hardship will be provided priority consideration for temporary reassignment to the first position available that:
  - (1) Becomes vacant after a Personal Hardship accommodation request has been approved, and
  - (2) Which is not included within the compressed schedule work program, and
  - (3) For which the employee is qualified, and, which is acceptable to the employee.

4. Personal Hardship placement:

- (a) When more than one employee is approved for a Personal Hardship accommodation, the employee's date of request shall determine the order for accommodation when a vacant position is available. If application is made on the same date, preference for temporary reassignment will be based on:
  - (1) Job classification seniority;
  - (2) Corporation seniority;
  - (3) Total government service.
- (b) When an employee is accommodated for a Personal Hardship, the employee will be temporarily reassigned (detailed) to the new position without change in grade or pay. The hardship will be reevaluated no later than the end of the detail.

d. Suspension or Termination of AWS:

- 1 Management may suspend an AWS when an emergency condition arises. Management will notify the Union, as soon as possible,

when an emergency exists, and consult with the Union regarding the temporary suspension of the AWS.

2. An AWS may be suspended for a period of time when it is determined that the employees of a specific branch or division are needed to meet an irregular and/or immediate need to accomplish a work project that affects the industry served.
  3. Management may terminate an AWS work schedule in accordance with the provisions of 5 USC 6131 or when it is determined that a particular AWS has had, or would have, an adverse impact. "Adverse impact" will mean:
    - (a) A reduction of productivity of the department of employees that work an AWS; or
    - (b) A diminished level of services furnished to the Corporation's customers; or
    - (c) An increase in the cost to the Corporation (other than a reasonable administration cost relating to the process of establishing a flexible or compressed schedule).
- e. Holiday: If a holiday falls on an employee's Regular Day Off (RDO), another day is designated as the holiday. The days are determined as follows:
1. For the employee who has a scheduled 5-day work week with 2 consecutive days off, if the holiday falls on the first non-workday, then the employee's in-lieu-of holiday will be the workday preceding the first RDO. If the holiday falls on the second non-workday, the employee's in-lieu-of holiday will fall on the next workday.
  2. For the employee who has a scheduled 4-day work week with 3 consecutive days off, if the holiday falls on the first or second non-workday, the preceding workday will be designated as the in-lieu-of holiday. If the holiday falls on the third non-workday, the next workday will be designated as the in-lieu-of holiday.
  3. If the in-lieu-of holiday will cause too many employees to be off at one time, the supervisor may change an RDO to ensure adequate coverage of the office.
- f. Annual and sick leave/excused absence:
1. Employees on approved annual or sick leave will be charged for the

amount of time the employee is in leave status in accordance with their scheduled workday.

2. When time off is given as excused absence and it falls on an employee's regular RDO (for example, a snow emergency), there is no entitlement to an alternative RDO.

### **13-9 Temporary Return To Fixed Shift**

- a. **Requests and Approval.** Employees on an AWS may request to be returned to a fixed work schedule (8 hours per day, 5 days per week) on a temporary basis. Such requests must be made in writing and given to the employee's supervisor no later than 24-hours prior to commencement of the affected pay period. The request shall also include the anticipated duration of the temporary shift change. Supervisory approval of the request shall not be unreasonably withheld or denied. If any employee's request is granted, the employee must return to a fixed shift for the entire pay period (or for successive pay periods).
- b. **Conditions:** The following conditions are examples that may constitute cause for a temporary return to normal working hours for participating employees:
  1. Court leave;
  2. Out of office training (mandatory);
  3. Employees in travel status (mandatory);
  4. Family emergency (e.g. unexpected illness, incapacity or absence of spouse).

### **13-10 Office Employees – Corporation Wide**

- a. Management, in consultation with office employees, will determine individual employee schedules that are best suited for their office conditions and organizational responsibilities. An employee's choice of a management-approved schedule may be honored as long as that schedule does not adversely impact on service to the public, operational requirements, or organizational goals and objectives. Approved schedules will support the requirement for office coverage during official hours and days of operation for SLSDC.
- b. SLSDC employees may elect to participate in a 5-4/9 or 4/10 Compressed Work Schedule (CWS) Program. Employees may choose to work the standard 5-day, 8-hour work schedule.
- c. **Employees are responsible for:**

1. Meeting with their supervisors to establish the desired arrival and departure times.
  2. Submitting a written request for approval of a CWS schedule, and any subsequent changes to the approved schedule, on the SLSDC "Work Schedule Change Request" form.
- d. Supervisors are responsible for:
1. Assuring staff adherence to this policy.
  2. Establishing and approving duty hours, work schedules, and RDOs for individual employees.
  3. Ensuring that the office is optimally staffed and supervised on each workday. Supervisors have the right to limit the number of employees who are off on any given day.
  4. Approving/disapproving written requests for permanent changes in CWS.
  5. Additionally, it is recognized that each unit has its own characteristics, i.e., office mission, staff size, and individual assignments. It is not the intention of this document to address policy for every conceivable office configuration.
  6. Supervisors have the right to limit the number of schedule changes in any given period.
- e. Procedures:
1. Employees who participate in this program will work a pre-established 80-hour tour of duty comprised of eight (8) 9-hour days and one (1) 8-hour day and one (1) RDO each pay period; or four (4) 10-hour workdays with a day off each week.
  2. Supervisors will set the work schedules, recognizing that it is their primary responsibility to ensure that each office is sufficiently staffed at all times. Supervisors are reminded that they must establish and specify the days and hours within the administrative work week that constitute the employee's actual work schedule, making sure the core hours of 9:00 a.m. - 3:00 p.m. are covered. They are also required to notify each employee of their individual CWS work schedule on a "Work Schedule Change Request" form.
- f. Approved schedules:

1. Massena office schedules for compressed work hours will be between 6:00 a.m. and 7:00 p.m., Monday through Friday. The official business hours for SLSDC offices will remain 8:00 a.m. to 4:30 p.m. and core hours remain 9:00 a.m. to 3:00 p.m., Monday through Friday.

### **13-11 Lock Operations Continuous Duty Employees/12-Hour Shift:**

A 12-Hour Compressed Work Schedule (CWS) for the Lock Operations continuous duty employees is authorized under 5 USC 6130.

#### **a. Navigation Season Work Schedule:**

1. The 12-hour CWS is made up of an eighty-four (84) hour pay period, the last four (4) hours of which is scheduled overtime.
2. Hours of work shall be:  
Day Shift: 6:00 a.m. - 6:00 p.m. (0600 - 1800)  
Night Shift: 6:00 p.m. - 6:00 a.m. (1800 - 0600)
3. Employees will relieve only at the start of their shift (0600/1800).

#### **b. Holiday Pay Practices:**

1. A holiday for continuous shift duty employees is defined as the actual day the holiday falls on, not the government designated holiday for non-continuous duty employees.
2. Holiday Pay: If an employee works on a holiday, that employee will receive twelve (12) hours holiday pay plus twelve (12) hours premium pay, for a total of twenty-four (24) hours. An exception to this is when an employee works on a holiday that falls on the last scheduled shift within a pay period. In that case, the employee would receive eight (8) hours holiday pay plus eight (8) hours premium pay, for a total of sixteen (16) hours, and four (4) hours overtime. If an employee does not work the holiday, that employee will receive twelve (12) hours holiday pay, or eight (8) hours if on the last scheduled shift within the pay period. If the holiday falls on the last scheduled shift within the pay period, and the employee is not scheduled to work, no overtime is paid for that day.

#### **c. During winter work, Lock Operations employees will work the schedule for the office to which they are assigned.**

## **13-12 Maintenance Division, Office of Engineering & Maintenance**

- a. Employees who wish to work the 5/8 schedule must notify their supervisor in writing by March 1<sup>st</sup> each year.
- b. The 5/8 tour of duty for employees of the Maintenance Division will be 6:30 a.m. to 3:00 p.m., Monday through Friday.
  1. The hours of work for a 5/8 schedule for the Building & Grounds Attendant assigned to the afternoon shift at the Administration Building will be set between the hours of 2:00 p.m. and 12:00 a.m. (midnight), in accordance with Section 13-2.a.
- c. The 5-4/9 AWS for Maintenance Division employees will be 6:30 a.m. to 4:00 p.m., Monday through Thursday each week and 6:30 a.m. to 3:00 p.m. on the first Friday of each pay period, and a Regular Day Off (RDO) the second Friday of each pay period.
  1. For the AWS for the Building & Grounds Attendant assigned to the afternoon shift at the Administration Building:
    - (a) The RDO will be Monday. The particular week of the pay period for the RDO and the 8-hour day may be chosen by the employee.
    - (b) The hours of work will be set between 2:00 p.m. and 12:00 a.m., in accordance with Section 13-2.a.
  2. For the AWS for the Laborer (Facility Attendant) assigned to the day shift at the Maintenance building:
    - (a) The RDO will be the first Friday of the pay period.
    - (b) The hours of work will be set between 6:30 a.m. and 4:30 p.m.
- d. Breaks
  1. Meal break All employees will have an unpaid meal break from 11:30 a.m. to 12:00 p.m. Any supervisor may assign a meal break within thirty (30) minutes (before or after) of the employees scheduled meal break time due to work requirements. Any employee required by any supervisor to work through their assigned meal break (with the exception of the thirty (30) minute time frame as described in the preceding sentence) will be paid thirty (30) minutes overtime pay.

- (a) The Building and Grounds Attendant assigned to the afternoon shift at the Administration Building will receive one 30-minute unpaid meal period and two 15-minute breaks

2. Other breaks

- (a) Monday through Thursday, breaks will be: 9:00-9:15 a.m. and 1:30-1:45 p.m.
- (b) Fridays, and any other day designated as an 8-hour day for all Maintenance employees, breaks will be: 9:00-9:15 a.m. and 2:30-2:45 p.m.

- e. Morning and afternoon breaks may be adjusted within 30 minutes of scheduled times, based on work requirements.

f. Maintenance - Navigation Season Work Schedules

The Navigation Season work schedule will begin at the beginning of the pay period that includes the announced opening day. Maintenance Division employees will be allowed to choose between the 5/8 and 5-4/9 schedule for the navigation season, with the following provisions:

- 1. Employees who wish to work the 5/8 schedule during the navigation season must notify their supervisor in writing by March 1<sup>st</sup> each year.
- 2. In order to maintain appropriate staffing on the second Friday of the pay period, the employees working the 5/8 schedule must include, and are limited to, the following:

- One Millwright
- One Electronics Mechanic or Electrician
- One Crane Operator
- One employee certified/qualified for water and waste water testing

In addition, the following may choose to work the 5/8 schedule:

- (a) One each from the following classifications:
  - Auto Mechanic
  - Maintenance Mechanic/Carpenter
  - Engineering Equipment Operator/Truck Driver
- (b) Any Building & Grounds Attendant

4. If no employees choose to work the 5/8 schedule in one or more of the classifications listed in 2 above, the following will apply:
  - (a) The employees in the missing classification will be asked for volunteers to have the first Friday of the pay period as their RDO.
  - (b) If no employee volunteers, the employees will rotate RDOs on a monthly basis during the navigation season, in alphabetical order.
5. If more than one employee in any of the classifications in Section 2 or 3 above requests to work the 5/8 schedule, the following will apply:
  - (a) The following will be used to determine which employee may work the 5/8 schedule:
    - (1) Job classification seniority;
    - (2) Corporation seniority;
    - (3) Total government service.
  - (b) The 5/8 schedule may be shared for the navigation season by two employees, one working 5/8s from April to mid-August; one working 5/8s from mid-August to the end of the season.
6. When a 5/8 schedule employee requests leave that includes the second Friday of the pay period, and the supervisor determines that the absence must be covered, the following will apply:
  - (a) The supervisor will ask for volunteers from the 5-4/9 employees in the same classification to switch their RDO to the first Friday of the pay period.
  - (b) If no employees volunteer, the supervisor will order an employee in the proper classification to switch RDOs, using the following procedure:
    - (1) Employees in each classification will be listed alphabetically.
    - (2) The supervisor will rotate through the list each time an employee is required to make an RDO switch.

g. Winter Work Tour of Duty

1. Beginning with the last pay period in December that includes the week of Christmas, Maintenance Division employees will be placed on the 5-4/9 work schedule, in accordance with 13-11.c. and d. above, except for the following:
  - (a) The day shift Building & Grounds Attendant assigned to the Administration Building will work the 5/8 schedule during the period where snow removal is required. The beginning and ending dates of this period will be determined by the employee and the supervisor each year, based on weather conditions.
  - (b) The afternoon shift Building & Grounds Attendant assigned to the Administration Building may continue to work the same schedule all year around.

**13-13 Marine Division, Office of Lock Operations/Marine Services, AWS:**

- a. During the navigation season, The Marine Division will work an AWS (5-4/9 schedule) with employees divided into two (2) rotating groups, crews "A and B" with alternate Fridays for the RDO. Employees may be granted permission to work the 5-day, 8-hour workday (6:30 am to 3:00 pm) during the AWS period if approved by their Supervisor. Lunch and breaks will be on the same schedule as Maintenance, as detailed in Article 13-3a.
  1. Every Friday, crew "A or B" will be scheduled off (RDO) with the other crew scheduled to work an 8-hour workday from 6:30 a.m. to 3:00 p.m. If crew A's RDO is the first Friday of the pay period, then crew B's RDO is the second Friday of the pay period. Scheduled days off can only be changed through negotiations.
  2. Each year, at the beginning of the navigation season, crews "A and B" will rotate the scheduling of the RDO. If this year crew A's RDO is the first Friday of the pay period, then next year crew B's RDO will be the first Friday of the pay period.
  3. Crew Composition:

<u>Crew A</u> Marine Mach. Mechanic Small Craft Operator Small Craft Operator Nav. Aid Technician	<u>Crew B</u> Marine Mach. Mechanic Small Craft Operator Small Craft Operator Nav. Aid Technician
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- b. During the non-navigation season (winter work period) which begins after the start of the first full pay period after the fall buoy run and ends prior to the start of the spring buoy run, Marine Division employees will work the 5-4/9 AWS. During

this time they will have the same RDO as the maintenance division and follow the same lunch and break schedule and terms.

c. While on special projects (e.g.; buoy runs, dry dock trips) Marine Division employees will work a Monday through Friday schedule of 40 hours per work week, with work hours of 6:30 a.m. to 3:00 p.m., a half-hour unpaid lunch break, and two 15-minute work breaks to be taken at the work site in the morning and afternoon. Any employee required to work through their designated meal period will be paid thirty (30) minutes overtime pay.

**13-14 Security Personnel:** Employees assigned to security/facility watch duties shall be assigned work schedules in accordance with internal security requirements.

**13-15 Trades Helpers / Linehandler Relief (Permanent)**

1. During the navigation season, these employees will be assigned at the Locks or Maintenance. Supervisors will make every effort to make assignments in a fair and equitable manner, ensuring that each employee maintains skills and experience needed for lock and maintenance duties.
2. Assignments to Maintenance will not exceed four (4) pay periods.
3. Winter Work assignments will be assigned as described in this Article.

## Article 14. Overtime

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- 14-1** The Corporation retains the right to direct the assignment of overtime as a condition of employment and employees have an obligation to work overtime consistent with the provisions of this article. Employees will be offered the opportunity for overtime as soon as possible after management determines overtime is required.
- 14-2** When Management determines a need for overtime, it will be assigned first to qualified employees in the respective job classification in a fair and equitable manner, in accordance with the provisions in this article.
- 14-3** The Corporation agrees it is not the intention of Supervisors to perform the work of trades and craft personnel solely to avoid paying overtime. The intent is for trades and craft personnel to perform overtime work.
- 14-4** The Union Executive Board will have read-only access to the bargaining unit overtime rosters.
- 14-5** Blanket Refusals/Medical Restrictions:
- a. Blanket Refusals: Only employees who have provided evidence of a “Personal Hardship” in writing, that is approved, will be allowed a blanket refusal. Blanket refusal may not be honored in the case of an emergency. The Blanket refusals will be for a limited 90-day period revisited at the end of each 90-day period.
  - b. Medical Restrictions: Any employee with any medical limitation or restriction on overtime work shall provide medical documentation. Medical documentation must be updated at:
    1. The time limit provided by the medical practitioner; or
    2. The beginning of the next appropriate work period, either winter work or the navigation season.
    3. If the restriction is based on a permanent or continuing medical condition expected to last indefinitely, medical updates will be required no more than annually.
  - c. Employees who have submitted written Blanket Refusals or Medical Restrictions will be notated on the overtime roster as “Do not call” and the effective date. When the Refusal or Restriction is terminated in writing, the notation will be removed.

- 14-6** Compensatory Time: GS and Wage Board employees may choose compensatory time in place of overtime pay for irregular overtime work (overtime work which is not part of the regularly scheduled workweek). The employee is responsible for notifying their supervisor that they choose compensatory time for Irregular overtime hours.
- 14-7** 7th Day Overtime: The Parties agree to continue the past practice for double time pay for the seventh (7th) consecutive day worked within an administrative workweek.
- 14-8** Employee Contact: Employees must provide their supervisor with a current home telephone number or other number where they can be reached. Employees are responsible for verifying the accuracy of their contact information on the posted overtime roster(s) and notifying their supervisor (in writing) of changes needed. If an employee provides an alternate number (in writing) to their supervisor, both numbers will be listed on the overtime roster.
- 14-9** Extended Periods of Overtime: When an emergency condition requires extended periods of overtime, supervisors assigning overtime will take into account an employee's ability to perform in a safe manner. Work hours will be adjusted to allow for appropriate rest period(s) for employees. No employee will be required to work more than eighteen (18) hours within a twenty-four (24) hour period, unless authorized by the Director of the Office requiring the overtime. When this occurs, the Union President will be notified as soon as practical.
- 14-10** Overtime Rosters: Overtime rosters will be established for Lock Operations, Marine Services, Maintenance, Engineering, and Supply Division as appropriate, by job classification within the assigned work unit.
- a. Employees will be placed on rosters in alphabetical order under the classification(s) for the employee's regularly assigned position. If the employee's position description includes two or more classifications for which the employee is fully qualified, the employee will be listed on each applicable roster.
  - b. The order of call in is alphabetical, with the arrow starting initially with the person at the top, and will end at the person who comes in. The Supervisor places the arrow at the next person on the list. The next call for overtime goes to the person with the arrow next to their name.
  - c. Additional pay classifications will not be used to assign employees to overtime rosters (e.g. LDO, LDOL).
  - d. Employees on temporary promotion will be called for overtime after all employees permanently assigned to the position for that overtime roster have been called.

- e. Temporary employees will be called for overtime after all permanent employees eligible for overtime for that position have been called.
- f. Employees on Leave will be called for overtime except in the following circumstances:
  - 1. Employees who are off work due to medical reasons (Dr.'s note has placed them off work)
  - 2. Employees who are on leave and have notified their supervisor (in writing) that they do not want to be called for overtime,
  - 3. Holdovers or when time does not permit.

**14-11 When an Employee Reports to Work for O/T**

- a. Employees are required to contact the Supervisor who called them for O/T (or the on-duty Lock Supervisor) when they arrive on Corporation property,
- b. When the Employee has completed the work, they will notify the Supervisor who called them in (or the on-duty Lock Supervisor).
- c. Employees working overtime shall remain at work until released by the Supervisor who called them for O/T (or the on-duty Lock Supervisor).

**14-12 Employees assigned to a special work project as identified by the supervisor, will compete for overtime with employees of that work project, by job classification.**

- a. Special work projects should be identified in advance of the start of work on the project. Management and the employees will meet to discuss the scope of the project in accordance with Article 6.
- b. Management will discuss the amount of expected overtime for each project with the Union President.
- c. Assignments to recurring special work projects will be rotated among qualified employees within their job classifications.

**14-13 Maintenance, Engineering and Supply Division Overtime:**

**Compensatory Time may be approved in place of overtime pay for Irregular overtime work.**

***Irregular overtime*** is overtime work which is not part of the regularly scheduled administrative workweek.

**Regular Overtime** is overtime work which is part of the regularly scheduled administrative workweek. (The 4 hours of overtime regularly scheduled for 12 hour Lock operations employees is Regular Overtime.)

1. Types of Overtime:
  - a. Call in: (Irregular OT) When a WG/WL employee is called in for overtime, the employee will be paid for the number of hours worked, but no less than four (4) hours.
  - b. Job Continuity: (Irregular OT) A work assignment that is job specific and up to 4 hours beyond the normal shift. For job continuity those employees working on the job may be assigned the overtime without regard to the overtime roster. The assigned employee will be paid a minimum of 2 hours. If overtime is expected to exceed 4 hours, the overtime procedures will be used.
  - c. Planned Overtime: (Irregular OT) Overtime work that is assigned to employees at least 48 hours in advance.
  - d. Special Project: (Irregular OT) See Article 14-12.

2. Assigning Overtime from the Overtime Rosters

Except in time of emergency, overtime shall be assigned by the Corporation in accordance with Section 14-10.

- a. Overtime rosters will be used to assign overtime as follows:
  1. The supervisor will start at the arrow on the appropriate roster, in accordance with Section 14-10.
  2. If the employee refuses or is unreachable, the Supervisor shall proceed to the next person on the list. If there is an answering machine, the Supervisor shall leave a message stating time called, and purpose of the call. The Supervisor will continue to make calls, until an employee answers and agrees to come in, or an employee responds to the message and calls back to say that they will come in.
  3. If there are no permanent employees available in the job classification requiring overtime and the Corporation determines that the position still must be filled, the overtime may be performed by any permanent qualified employee in the work unit, and then assigned in the following order:

- (a) Employees on temporary promotions to the job classification within the work unit;
- (b) Employees detailed to the job classification within the work unit;
- (c) Employees on applicable additional pay rosters for the job classification;
- (d) Temporary employees assigned to the job classification within the work unit;
- (e) Employees within the work unit with the job assignment in other job classifications;
- (f) Employees within the Office in other job classifications; or
- (g) Employees outside the Office in the same or other job classifications.

- b. Engineers assigned to a specific internal Corporation project, or assigned as Contracting Officer Technical Representative (COTR) for a contracted project, will be called first for overtime for that project. If the assigned engineer is unavailable, the overtime will be assigned in accordance with section 14-10.

### 3. Overtime Rosters

- a. Maintenance new hires will be placed on the overtime roster when approved by the trade's supervisor, but no earlier than thirty (30) days after their entrance on duty date.
- b. TH/LHRP employees will be placed on the applicable overtime roster at their assigned area (Locks or Maintenance).

#### c. Dewatering

For dewatering overtime, Management will use overtime rosters in the following order:

- 1. Pipefitter;
- 2. Millwright
- 3. Machinist
- 4. Welder

Note – If work is needed that requires a trade-specific position, the applicable overtime roster will be used.

#### d. Snow Plow

For snow plow overtime, Management will use overtime rosters in the following order;

1. Permanently assigned Motor Vehicle Operator/Engineering Equipment Operator;
2. Heavy Equipment;
3. Temporary promotion;
4. Detailed qualified Motor Vehicle Operator;
5. Additional Pay Motor Vehicle Operator.

e. **Electrical Branch**

1. If overtime need is for an **Electrician** – roster call in order:
  - (a) Electricians assigned to Maintenance, then
  - (b) LDO/ST Electricians, then
  - (c) Electronics Mechanics assigned to Maintenance, then
  - (d) LDO/ST Electronics Mechanics.
2. If overtime need is for an **Electronics Mechanic** – roster call in order:
  - (a) Electronics Mechanics assigned to Maintenance, then
  - (b) LDO/ST Electronics Mechanics, then
  - (c) Electricians assigned to Maintenance, then
  - (d) LDO/ST Electricians.

f. **Mechanical Maintenance Branch Overtime:**

1. If overtime need is for a **Millwright** – call in order:
  - a. Millwrights, then
  - b. Secondary roster of all other mechanical trades assigned to maintenance.
  - c. LDO/STM assigned to Locks
2. If overtime need is for a **Pipefitter** – call in order:
  - a. Pipefitters, then
  - b. Secondary roster of all other mechanical trades assigned to maintenance.
3. If overtime need is for a **Machinist** – call in order:
  - a. Machinists, then
  - b. Secondary roster of all other mechanical trades assigned to maintenance.
4. If overtime need is for a **Welder** – call in order:
  - a. Welders, then
  - b. Secondary roster of all other mechanical trades assigned to maintenance.

g. **Supply Division Overtime:**

1. If overtime need is for a **Warehouse Worker** – call in order:
  - a. Warehouse Worker, then
  - b. Supply Technician

**14-14 Lock Operations Overtime**

**Compensatory Time may be approved in place of overtime pay for Irregular overtime work.**

***Irregular overtime*** is overtime work which is not part of the regularly scheduled administrative workweek.

***Regular Overtime*** is overtime work which is part of the regularly scheduled administrative workweek. (The 4 hours of overtime regularly scheduled for 12 hour Lock operations employees is Regular Overtime.)

**1. Types of Overtime:**

- a. Call in: (Irregular OT) If management determines a need for overtime of more than six (6) hours, the overtime roster will be utilized, starting with the classification of the absence.
- b. Holdover/Call in Early: (Irregular OT) If management determines a need for overtime of six (6) hours or less, the overtime will be filled first through holdover; then through calling in employees (Regular to work the next shift) to come in early. The held over employee will be paid a minimum of two (2) hours.
- c. Regular Overtime: Locks Operations continuous duty employees work eighty-four (84) hours which are part of the regularly scheduled administrative workweek. On the last scheduled work day in each pay period, the employee earns four (4) hours of overtime pay. In accordance with Federal regulations, if an employee takes leave on the last day of the pay period, the employee is charged eight (8) hours leave and is not paid the four (4) hours of overtime pay. If the employee takes leave on any other scheduled workday within the pay period, the employee is charged twelve (12) hours leave and will still earn four (4) hours overtime for that pay period, as long as the employee works the full shift for the last scheduled work day of the pay period.
- d. Planned Overtime: (Irregular OT) This is overtime assigned at least one day in advance of the need and for as many days as necessary to meet the need.

**2. Assigning Overtime for Lock Crew Positions**

- a. Holdover/call in early:
  - (1) **The OT will be offered first at the specific lock to the permanent employee on shift, filling the position where the absence occurs, then the opposite lock.**

- (2) If no employee accepts the overtime, it will be offered to the other permanent employees on shift, starting with the next position in order of progression as follows:

**For LDOL absence:**

LDOL  
LDO  
LH or TH/LHC  
TH/LHRP  
LDO/ST

**For LDO or LDO/ST absence:**

LDO or LDO/ST  
LH or TH/LHC  
TH/LHRP  
LDOL

**For LH Absence**

LH  
LDO  
LDOL  
LDO/ST  
TH/LHRT

- (3). If no employee on either crew (both locks, off-going/on-coming) accepts the overtime and management still determines a need for overtime, the overtime roster will be utilized. (see 14-14 b)

- (4) If no one from the overtime roster accepts the overtime, it will be assigned in the classification and absence that it occurs.

- b.** Call in: If management determines a need for overtime of more than six (6) hours, the overtime roster will be utilized, starting with the classification of the absence.

- (1) Except in time of emergency, overtime shall be assigned by the Corporation in accordance with Section 14-10.
- (2) TH/LHRP employees will be placed on the applicable overtime roster at their assigned area (Locks or Maintenance).

(3) Lock Operations and Marine Services new hires will be placed on the overtime roster when all training requirements are met, as determined by the Supervisor.

(4) Overtime rosters will be used to assign overtime as follows:

(a).The supervisor will start at the arrow on the appropriate roster, in accordance with Section 14-10.

(b) If the employee refuses or is unreachable, the Supervisor shall proceed to the next person on the list. If there is an answering machine, the Supervisor shall leave a message stating time called, and purpose of the call. The Supervisor will continue to make calls, until an employee answers and agrees to come in, or an employee responds to the message and calls back to say that they will come in.

(6) If, after calling all employees on the overtime roster for the classification of the absence, there are no permanent employees available and the Corporation determines the position still must be filled, then alternating bump-up and overtime options on the crew with the absence will be used until the crew is complete.

c. Alternating bump-up and overtime: If, after calling all employees on the overtime roster for the classification of the absence, there are no permanent employees available and the Corporation determines the position still must be filled, then alternating bump-up and overtime options on the crew with the absence will be used until the crew is complete, as follows:

(a) Use a bump-up on the crew at the lock with the absence.

(b) If you then need to fill an additional position due to the bump-up, revert back to the overtime roster for the position that now needs to be filled, alternating between overtime rosters and bump-ups, until all positions are filled.

**If OT is needed for a LDOL**

- A. Crew with an LDO;
1. LDOL roster, then
  2. Bump up LDO to LDOL, then
  3. Fill LDO spot

- B. Crew with an LDO/ST
  - 1. LDOL roster, then
  - 2. Bump up employee performing LH duties to LDOL, then
  - 3. Bump up extra TH/LH if one is available, then
  - 4. Proceed to LH roster to fill vacancy

**If OT is needed for an LDO**

- 1. LDO roster, then
- 2. LDO/ST roster, then
- 3. Bump up employee performing LH duties to LDO, then
- 4. Bump up extra TH/LH if one is available, then
- 5. Proceed to LH roster to fill vacancy

**If OT is needed for LDO/ST**

- 1. LDO/ST roster, then
- 2. LDO Roster, then
- 3. Bump up employee performing LH duties to LDO, then
- 4. Bump up extra TH/LH if one is available, then
- 5. Proceed to LH roster to fill vacancy

**If OT needed for a LH**

- 1. LH roster (contains LH, TH/LHC, TH/LHRP and LDO's performing LH duties), then
- 2. LDO roster, then
- 3. LDOL roster, then
- 4. LDO/ST
- 5. TH/LHRT

**TIE-UP Service OT**

- 1. LH Roster (contains LH, TH/LHC, TH/LHRP and LDO's performing LH duties), then
- 2. LDO Roster, then
- 3. LDOL Roster, then
- 4. LDO/ST
- 5. TH/LHRT
- 6. Marine Nav. Aid Tech (LH Qual.)

For tie-up service, the employee will be given the opportunity to work four (4) hours. If the employee works less than four (4) hours, the employee will be paid for the number of hours worked, but no less than two (2) hours.

3. Assigning Overtime for VTC Positions
  - a. If overtime is needed for VTC:
    1. VTC Roster
    2. VTC trained Lock crew employees who is on duty (additional pay)
    3. VTC Additional Pay roster
    4. Qualified Supervisor
  
4. Lock Employees Assigned to Maintenance Branch for Winter Work
  - a. When Lock Operations employees are assigned to maintenance during winter work, they will compete for overtime within the Maintenance branch to which they are assigned.
  - b. If there are not enough Lock Operations employees (assigned as Trade Helpers) available in the branch, a secondary roster consisting of the Trades Helpers from the other branches, will be utilized.
  - c. LDO/ST employees will be assigned to their respective trade and will be added alphabetically to the OT list for that trade.

## **Article 15. Hazard Pay and Environmental Differentials**

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- 15-1** The Corporation will administer matters relating to Hazard Pay or Environmental Differentials in accordance with the provisions contained in the Code of Federal Regulations (CFR).
- 15-2** GS employees that are eligible for Hazard Pay will have their pay adjusted in accordance with 5 CFR 550, Appendix A.
- 15-3** WG employees that are eligible for Environmental Differential will have their pay adjusted in accordance with 5 CFR 532, Appendix A to Subpart E.
- 15-4** The Parties agree that the Safety Committee will meet to review, as necessary, safety issues as they relate to work hazards or environmental changes in the workplace.
- 15-5** Unresolved disputes related to Environmental Differentials and Hazard Pay for employees will be resolved through the grievance procedure

## Article 16. Absence and Leave

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- 16-1** The Corporation will administer absence and leave to all employees on a fair and equitable basis in accordance with applicable laws and regulations in 5 United States Code (USC) Chapter 63, Leave, and 5 Code of Federal Regulations (CFR) Part 630 Absence and Leave, and the provisions of this article.
- 16-2** Leave will be charged in fifteen (15) minute increments and additional charges are in multiples thereof.
- 16-3** Leave requests must be submitted on OPM Form-71, Request for Leave or Approved Absence.
- a. Employees may submit leave requests on the hard copy form or through the automated leave request in the time and attendance system.
    1. If employees submit a hard copy of the form, the supervisor or timekeeper will give the employee a copy of the signed form, if the employee requests a copy.
    2. If an employee submits an automated request, the employee will receive an e-mail approval/disapproval.
    3. The supervisor will inform the employee of the approval/disapproval of the leave request in a timely manner and in accordance with specific office procedures for annual leave approval, as spelled out in 16-4. If disapproved, the reason will be noted on the form.
    4. Employees should request leave as early as possible to allow supervisors time to review work schedules and provide a timely response.
    5. Last minute requests for leave will be approved or disapproved based solely on the supervisor's immediate review of work requirements and the availability of a relief employee and whether the employee can be given the proper notice of a schedule change.
- 16-4** Annual Leave: The purpose of annual leave is to allow employees an annual vacation period of extended leave for rest and recreation and to provide periods of time off for personal and emergency purposes.
- a. Approval/Disapproval: Supervisors have the right and responsibility to approve or deny annual leave requests based on the work load of each work unit.

- b. Cancellation: Approved annual leave requests will not be canceled except for valid operational reasons or in emergency situations. If approved annual leave is canceled, an employee may request a written notice stating the reasons for the cancellation.
  
- c. Use-or-Lose Annual Leave: Employees may only carry 240 hours of annual leave from one leave year to the next. Hours above the 240 will be lost at the beginning of the next leave year. This is called *use-or-lose* annual leave.
  - 1. Employees are responsible for keeping track of use-or-lose annual leave. Supervisors will make every effort to insure employees do not forfeit use-or-lose leave, but it is the employee's responsibility to request leave before the end of the leave year, in accordance with the leave rules in their work unit.
  - 2. A reminder notice will be sent to all employees by September 15th of each year.
  - 3. If use-or-lose leave is scheduled and approved, and it must later be canceled because of work, the employee may request to have the leave restored. Regulations require that the leave must have been scheduled and approved by the beginning of the third pay period before the end of the leave year. The request must be made through the employee's supervisor; must include an approved leave slip for the time, dated prior to the cutoff date; and may not be submitted until after the end of the leave year.
  
- d. In situations where two or more employees request annual leave for the same time period and all leave requests cannot be approved, the employees are encouraged to resolve the conflict informally. If the employees are unable to resolve the conflict, the following priorities will apply:
  - 1. Seniority in the job classification;
  - 2. Corporation seniority;
  - 3. Total Government service.
  
- e. If sickness occurs within a period of approved annual leave, the employee may request conversion of annual leave to sick leave. The supervisor may require medical documentation of the illness prior to approving the conversion.
  
- f. Procedures for using and requesting annual leave are established by each work unit. Annual leave procedures, which have been established for employees in specific offices, are as follows:

1. Maintenance employees:

- (a) For planning purposes, scheduled annual leave requests for one week or more (block leave) must be submitted by April 30th each year. Supervisors will approve or disapprove these leave requests by May 15<sup>th</sup> of each year. Conflicts will be resolved in accordance with 16-4.d.
- (b) Requests for leave of less than one week may be submitted at any time. Employees are encouraged to submit leave requests as early as possible to allow the work to be scheduled. Approval of leave requests will be based on the needs of the work unit. Requests will be approved or disapproved in a timely manner, in accordance with 16-3.
- (c) Maintenance employees are encouraged to take leave during the navigation season. Leave during the closing period, buoy runs and winter work period may be restricted.
- (d) Maintenance employees leave slips to schedule use-or-lose leave during the last three months of the calendar year must be submitted to the supervisor by October 1<sup>st</sup> of each calendar year.

2. Lock Operations Continuous Duty Employees:

- (a) During the navigation season, continuous duty employees will be entitled up to 96 hours of annual leave, dependent on relief availability. All other annual leave must be taken in the non-navigation season.
- (b) Continuous duty employees are advised not to enter the navigation season with an annual leave balance that includes "use or lose" annual leave in excess of 96 hours.
- (c) This continuous duty annual leave policy is effective from the beginning of the Navigation Season (as defined by the Seaway Notice) through November 30th of each year. Leave will be restricted for the period of December 1st through the end of the navigation season.
- (d) Navigation Season Annual Leave Requests:

- (1) Annual leave requests submitted by April 1<sup>st</sup> will be given priority over requests submitted later in the season when there is a conflict for coverage.
- (2) If 2 or more employees submit requests for annual leave (for the same time period) prior to the April 1<sup>st</sup> deadline, and all leave requests cannot be approved, the employees are encouraged to resolve the conflict informally. If the employees are unable to resolve the conflict, the following priorities will apply:
  - a. Seniority in the job classification;
  - b. Corporation Seniority;
  - c. Total government service.
- (3) Annual leave requests submitted after April 1<sup>st</sup> must be submitted at least five (5) calendar days in advance.
- (4) If 2 or more employees submit requests for annual leave (for the same time period) after the April 1<sup>st</sup> deadline, and all leave requests cannot be approved, the employees are encouraged to resolve the conflict informally. If the employees are unable to resolve the conflict, the following priorities will apply:
  - a. By date/time submitted;
  - b. Seniority in the job classification;
  - c. Corporation Seniority;
  - d. Total government service.
- (5) The supervisor will inform the employee of the approval/disapproval of the leave request within one (1) pay period prior to the leave date when possible. If disapproved, the reason will be noted on the form.
- (6) When coverage has been scheduled for approved annual leave, a minimum notification of ninety-six (96) hours must be made for cancellations and/or changes. Changes can only be made between the employee and the supervisor. Cancellations must be made in writing. If less than 96 hours notification is provided and accommodation cannot be made, the employee will be required to take the previously approved and scheduled leave.
- (7) Requests to leave work early will be considered and may be approved based on relief availability and/or workload. The employee must report to work and request leave. If

approved, those hours will not count toward the 96 hour limit.

(e) Non-Navigation Season Annual Leave Requests:

(1) Lock Operation employees must submit requests for non-navigation annual leave within fourteen (14) days after winter work assignments have been provided. The winter work assignment posting will identify peak work periods (if there are any). During peak work periods employees may not be able to use leave.

3. Marine Services employees:

(a) For planning purposes, scheduled annual leave requests for one week or more (block leave) must be submitted by April 30<sup>th</sup> each year. Supervisors will approve or disapprove these leave requests by May 15<sup>th</sup> of each year. Conflicts will be resolved in accordance with 16-4.d.

(b) Requests for leave of less than one week may be submitted at any time. Employees are encouraged to submit leave requests as early as possible to allow the work to be scheduled. Approval of leave requests will be based on the needs of the work unit. Requests will be approved or disapproved in a timely manner, in accordance with 16-3.

(c) Marine employees' leave during the spring and fall buoy run will be restricted.

(d) Marine employees' leave slips to schedule use-or-lose leave during the last three months of the calendar year must be submitted to the supervisor by October 1<sup>st</sup> of each calendar year.

**16-5** Sick Leave:

- a. Sick leave is provided for employee use for the following purposes:
1. When an employee is physically incapacitated to perform his or her job duties.
  2. When the employee is exposed to a contagious disease (one for which the employee and family members could be quarantined).

3. When the presence of a contagious disease in an employee's immediate family requires the employee's personal care.
4. For medical, dental or optical examination or treatment.
5. To adopt a child.
6. To care for a sick family member, or to take a family member to a medical or dental appointment.
7. To arrange for or attend the funeral of a family member.

[NOTE: Items 6 & 7 are called 'family care sick leave,' and the number of hours that may be used for these is limited, as set out in 5 CFR 630.401.]

- b. Sick leave requests for medical, dental and optical examinations or treatment will be provided to the employee's supervisor as soon as possible after an appointment date and time are scheduled. Sick leave approval will include a reasonable amount of time to prepare, travel and attend the appointment. If the employee wishes additional time off on that date, other types of leave (annual, LWOP) must be requested from the supervisor. The supervisor may approve or deny the additional leave based on workload.
- c. Except for unusual circumstances (e.g. emergency admission to the hospital), employees are required to notify their supervisor (or designee) prior to the time they are scheduled to report for duty.

During the Navigation Season, Lock Operations employees have the following additional requirements:

1. During the navigation season, Lock Operations employees must contact the supervisor no earlier than eight (8) hours nor less than two (2) hours before the start of the shift that they are unable to report for duty.
- d. Medical Documentation for Sick Leave:
    1. An employee may be required to provide medical evidence when a sick leave absence is in excess of three (3) consecutive workdays. The supervisor must tell the employee of the requirement to provide medical documentation.
    2. Documentation may be required for lesser amounts of sick leave when the supervisor has a reasonable suspicion of validity of the

employee's claim of illness or incapacitation for duty. The supervisor will inform the employee medical documentation is required.

3. An employee may be placed on sick leave restriction when there is a reasonable suspicion that the employee may be misusing sick leave.
  - (a) The supervisor will give advance written notice that the employee is being placed on sick leave restriction. While on sick leave restriction, the employee will be required to provide medical documentation prior to approval of each request for sick leave.
  - (b) An employee may be placed on sick leave restriction for up to nine months. Sick leave restriction may be extended when the supervisor has a continuing reason to suspect sick leave abuse. Continued sick leave abuse may subject the employee to more severe restrictions and/or disciplinary action.
4. When medical documentation is required, it must be provided on a medical practitioner's official form, it must state how long the employee will need to be off work, and must state either
  - (a) the employee's inability to safely perform their duties; or
  - (b) why the employee is needed to care for the family member.
5. Supervisors and other management officials must keep medical documentation confidential.

**16-6** Employees failing to follow leave approval procedures, for any type of leave, may be charged Absence Without Leave (AWOL).

**16-7** Only an employee's supervisor (or designee) can approve leave, therefore leave is not approved until the employee speaks with the employee's supervisor, and the supervisor approves the leave. (This includes calling in for sick leave.)

**16-8** The Corporation has established a Voluntary Leave Transfer Program, which allows employees to donate annual leave to co-workers who have used up all available paid leave. This program is authorized and administered through Human Resources in accordance with the provisions of 5 CFR 630, Subpart I.

**16-9** The Parties have established a Voluntary Leave Bank Program in accordance with 5 CFR 630, Subpart J. The Leave Bank Program is administered by a three (3) member Leave Bank Board. The Leave Bank procedures allow employees to become members by donating annual leave to the Leave Bank, and to receive leave from the Leave Bank when all available paid leave has been exhausted. Only Leave Bank members may receive leave from the Leave Bank. Leave Bank procedures are spelled out in the SLSDC Voluntary Leave Bank Program.

**16-10** Other Leave or Absence:

a. Unpaid Leave or Absence

1. Leave Without Pay (LWOP): Employees may request LWOP whether or not they have sick/annual leave available. LWOP may be approved when work permits. Requests for extended LWOP, or requests for LWOP when an employee has paid leave available, may be approved for such purposes as education which would be of benefit to the employer, recovery from illness or disability, or protection of employee status and benefits pending action on claims for disability retirement or injury compensation.
2. Absence Without Leave (AWOL): A supervisor will record an absence as AWOL when the employee is absent from work and not in an approved leave status.

b. Other Paid Leave or Absence:

1. Excused Absence (also known as Administrative Leave): A period of time employees are relieved from duty with pay by administrative order. Excused absence is only appropriate when the absence is not specifically prohibited by law, the absence is brief, and the absence is determined to be in the interest of the Corporation and the employee. The following uses of excused absence have been determined to meet these criteria:
  - (a) Blood Donation: Up to four (4) hours. Employees will only be allowed the actual time needed for donation and recovery, and for travel to and from the donation site.
  - (b) Emergency Services: Permanent employees that are members of a volunteer fire or rescue unit recognized by civil authorities may be authorized up to forty (40) hours of excused absence per calendar year to perform fire, rescue or related training activities. Employees must make their supervisors aware of their participation as an official member of a fire or emergency rescue unit. When a volunteer is

called prior to duty hours to perform these activities, the employee will advise the supervisor as soon as practical. Continuous duty personnel will notify their supervisor before the start of their shift. Following the activity, the employee will furnish their supervisor with written documentation signed by a squad official describing the specific emergency. Employees who are called while on duty must get their supervisor's approval before leaving their duty assignment.

- (c) Registration and Voting: If an employee does not have sufficient time, either before or after a work shift, to vote or to register to vote, the employee may be given up to three (3) hours of excused absence. The employee will be given only the actual amount of time needed for voting or registering to vote.
- (d) At the discretion of the supervisor, and for reasons that are justifiable, a supervisor may excuse up to one hour of tardiness, or may excuse employees from work during the last hour of the workday. Time will be documented as excused absence, in fifteen (15) minute increments, based on the amount of time the employee actually needs. Authorization for excused absence may only be approved for non-recurring tardiness or urgent matters that could not be accomplished during normal time off.
  - (1) At the discretion of the supervisor, tardiness which is repeated or not justified may be charged to AWOL, or the supervisor may approve leave (at the employee's request). Repeated tardiness may result in disciplinary action.

- 2. Family Medical Leave Act (FMLA): FMLA gives permanent employees, who have at least twelve (12) months of continuous, current Federal service, the right to take up to twelve (12) weeks of unpaid leave for medical emergencies affecting the employee or the employee's family member. Medical emergency includes the birth of a child. Employees may substitute any available paid annual or sick leave for the unpaid leave, as appropriate.

[NOTE: FMLA is not the same as family care sick leave. Family care sick leave is covered under Section 16-5 a, 6 & 7.]

- c. The following other leave categories are listed in 5 CFR 630. Contact Human Resources or a union representative for more information on these categories. See Article 16-1 for location of these regulations.

1. Court/Jury Duty
2. Military Leave
3. Leave to Donate Bone Marrow/Organ Donor Leave
4. Funeral Leave (Military Funerals)

## Article 17. Safety and Health Program

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- 17-1** The Corporation will maintain an Occupational Safety & Health Program, in compliance with Executive Order 12196, to provide employees with workplaces and working conditions that are free from recognized hazards that can cause death or serious physical harm. Federal, State and Local Laws and Regulations that relate to the safety and health of employees will be followed.
- 17-2** The Corporation will develop, and maintain a safety and health handbook accessible to all SLSDC employees. The Handbook will be available electronically on SharePoint. The Handbook will contain information on safety and health policies, procedures, and responsibilities of all SLSDC personnel. The Safety and Health Committee will review the Handbook for necessary updates as needed and at least annually.
- 17-3** The Parties agree that compliance with and enforcement of the SLSDC Safety policies is mandatory.
- 17-4** Employees' safety records maintained in accordance with applicable regulations are made available to the employee at their request. The employee may authorize in writing a designated representative to review their records.
- 17-5** The Parties support the continued development and implementation of safe work policies and practices.
- 17-6** Employees requesting safety and health regulations and information can contact their supervisor, the Safety & Occupational Health Manager or a Union representative who will make every reasonable effort to obtain information requested.
- 17-7** Employees are assured:
- a. They shall not be subject to restraint, interference, coercion, discrimination or reprisal for filing a report of an unsafe or unhealthy condition;
  - b. That reports of unsafe or unhealthy working conditions or environment will be acted on within the prescribed time frame established by Occupational Safety and Health Administration (OSHA);
  - c. Reports of imminent danger will be acted on immediately;
  - d. The right to anonymity.
- 17-8** Allegations of reprisal for exercising employees' rights contained in Article 17-7 must be submitted by the employee to the Designated Agency Safety and Health

Official (DASHO), the Associate Administrator. The DASHO shall arrange an investigation regarding the allegations of reprisal. Findings of reprisal may result in disciplinary action.

**17-9** Safety and Health Committee: The Corporation will maintain a Safety and Health committee that will meet monthly. The Union is authorized equal committee representation. One (1) Union committee member shall be designated by the Union to act for the Union. The Safety & Occupational Health Manager and the Union Safety and Health Designee shall act as co-chairs. The committee is authorized and functions under the following guidelines:

- a. The Safety & Occupational Health Manager and a Union Safety and Health Committee representative will conduct a monthly safety inspection of work areas. The area Supervisor may accompany the team.
  1. At each meeting, the Safety and Health Committee co-chairs will review and update the inspection schedule for the next three (3) months.
  2. The Safety & Occupational Health Manager will submit the monthly written safety/housekeeping report to area Supervisors and Director. The Safety & Occupational Health Manager will track deficiencies for timely abatement.
- b. Necessary training to perform duties as a member will be provided through available resources.
- c. The committee will perform the following tasks:
  1. Review reports of safety/health deficiencies and abatements. In the event that a known deficiency is not acted on, will recommend an appropriate abatement to the DASHO.
  2. Review non-confidential information regarding traumatic injuries, motor vehicle accidents, and accidents. The Committee may recommend solutions for abatement to the DASHO. Upon request, the Union President will be provided the same information the committee is provided.
  3. Review and assist in the development and make recommendations to change individual safety directives. The Union shall be provided a copy of the final draft of a safety directive and may request Impact and Implementation bargaining on the directive.

4. Review written safety suggestions, make recommendations for adoption, and follow up on suggestions that are approved for implementation.
5. Promotion of Safety and Health awareness programs including the development of ways to improve working conditions that promote a safer/healthier place of employment.
6. The Safety & Health Committee will review, and revise as needed, a training outline for new employee safety orientation.
7. If the Safety & Occupational Health Manager attends a State-wide Safety Council meeting, a Union representative will be given the opportunity to attend.

**17-10** The Union President will be afforded the opportunity to participate in functions when OSHA personnel are at our facilities. If the Union President is not on duty, an effort will be made to contact him/her. If the attempt is unsuccessful, the roster provided to the Human Resources Officer outlining the delegation order of the Union's Executive Board will be used to fulfill the obligation.

**17-11** Training: Employees shall receive minimum safety and health training in the following manner:

- a. Lock Operations: During the navigation season training will be provided every pay period.
- b. Maintenance & Marine: Weekly training normally on each Wednesday.
- c. Additional employee safety training will be provided from the Safety & Occupational Health Office and outside resources including OSHA.
- d. The supervisor will address the monthly safety inspection report during the regular safety meetings.
- e. The Corporation will provide appropriate Safety and Health Training as required by OSHA; including specialized safety and health training appropriate to the work performed by the employee.

**17-12** First Aid-CPR: The Safety & Occupational Health Office will offer the opportunity for First Aid/CPR and Automated External Defibrillator certification and re-certification training during the non-navigation season. This training is voluntary, therefore, there is a possibility that when the training is presented, those employees in a non-duty status may have to attend the training on their own time.

- 17-13 Personal Protective Equipment (PPE):** Employees are frequently assigned tasks that require the use of PPE. The Corporation provides appropriate PPE in accordance with OSHA and ANSI standards. Employees are required to use PPE in work assignments requiring personal protection. Employee owned PPE may only be used if the PPE meets standards and is authorized by their supervisor. Employees are responsible for regular inspection and personal hygiene of PPE provided.
- 17-14 Incident Review Board (IRB):** The IRB Committee meets as required to review and act on incidents. The Union is authorized to designate a representative.

## Article 18. Occupational Health

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- 18-1** The Corporation will maintain an Occupational Health and Medical Surveillance Program that requires medical monitoring of employees who may be subjected to environments identified by Occupational Safety and Health Administration (OSHA) as requiring specific monitoring or medical examinations. Employees are required to participate in these programs. This will be provided in accordance with SLSDC's Safety Handbook and OSHA Regulations.
- 18-2** Monitoring and/or medical examination programs are being continually updated. Present programs are:
- a. Medical questionnaire for respirator users;
  - b. Medical examination for respirator users as required by the Corporation's physician;
  - c. Medical examination for Crane Operators, Motor Vehicle Operators;
  - d. Audiometric testing; and
  - e. Blood lead level and ZPP testing.
  - f. The Corporation will perform any and all other examinations as required by OSHA.
- 18-3** Supervisors may require a medical examination of an employee whenever there is direct question about an employee's continued capacity to meet the physical or medical requirements of their position (5 CFR 339).
- 18-4** Workers' Compensation: The Federal Employees Compensation Act provides compensation benefits if an employee sustains a personal on-the-job-injury or occupational disease in the performance of assigned duties.
- a. The Office of Workers' Compensation Programs provides the following definitions:
    1. Traumatic injury means a wound or other condition of the body caused by external force, including stress or strain which is identifiable as to time and place of occurrence. The injury must be caused by a specific event or incident or series of events within a single workday.
    2. Occupational disease or illness means a condition produced in the work environment over a period longer than a single workday resulting from systemic infection, repeated stress or strain, exposure to toxins, poisons or fumes or other continuing conditions of the work environment.

- b. Traumatic Injury (CA-1): When an employee is injured while performing assigned duties, the employee must inform the immediate supervisor that they are injured and state whether they are seeking medical attention. The supervisor will give the employee a CA-1 form Notice of Injury Claim, and, if the employee will be receiving medical attention, a CA-16 form, Authorization for Examination and or Treatment.

Employees who claim an on the job injury have the right to choose the initial physician. If the employee does not immediately seek medical attention, but later decides medical attention is needed, the employee may obtain a CA-16 form from their Supervisor up to seven (7) days after the date of the on-the-job injury. Employees may be eligible for Continuation of Pay (COP) or other compensation benefits if they are absent from work due to disability or medical treatment for on-the-job injuries.

- c. Occupational Disease: An employee who wishes to submit a claim for an occupational disease or illness should request a CA-2 form, Notice of Occupational Disease and Claim for Compensation, from their supervisor. COP is not authorized for occupational disease claims.
- d. When medical documentation does not provide adequate information for the Supervisor to make a determination for the employee to return to work, the Supervisor will provide the employee with a written list of specific requirements needed. A determination on the employees return to duty will be made following receipt of the requested information. The Corporation retains the right to send the employee for a medical examination to assist in the return to work determination.

#### **18-5 Off-The-Job-Injury/Disability:**

- a. Temporary disability: A regular, full time permanent employee, who provides medical documentation of an off-the-job injury, or other medical condition that makes them temporarily unable to perform regular duties, may submit a written request for assignment to any available light duty or alternate work assignments for which they are qualified. Light duty/alternate work assignment requests will be processed in accordance with Section 18-6.
- b. Permanent disability: If a regular full time employee becomes permanently partially incapacitated by reason of a non-compensable disability and thus is unable to perform fully the duties of their job classification, the employee should contact their supervisor, who will initiate the SLSDC Reasonable Accommodation process.
- c. The Corporation reserves the right to require a physical examination, at its expense, by an appropriate physician to determine the extent and probable

duration of disability, after which the Corporation will make its decision as to work assignments in accordance with 5 CFR 339.301 through 339.306, and either the Light Duty/Alternate Work Assignments procedures in Section 18-6 or the SLSDC Reasonable Accommodation procedures.

(1) When there is a dispute between the Corporation's and employees medical practitioner and after consultation there is still a disagreement, the employee and Corporation shall select a neutral physician to provide further medical documentation. The supervisor shall use the information from the neutral physician in making the employment decision. The neutral physician shall be paid by the Corporation.

d. Whenever possible, the employee shall be afforded the opportunity for training to fill available jobs more nearly corresponding in rate to their original rate and when qualified therefore shall be placed therein.

**18-6** Light Duty/Alternate Work Assignments: Employees are not guaranteed light duty/alternate work assignments. The Corporation is not required to make up work assignments to accommodate injured employees. Supervisors will determine if light duty/alternate work assignments are available for which the employee is qualified and which the employee can safely perform. Employees will be given light duty/alternate work assignments in accordance with the written Corporation Light Duty/Alternate Work Assignments Policy.

a. An employee may be afforded short-term light duty/alternate assignments, if assignments are available for which the employee is qualified, and if medical documentation certifies the employee can safely perform the duties.

1. The employee is responsible for providing medical documentation showing that an appropriate medical practitioner has reviewed the physical qualifications for the employee's position. The request must contain a statement from the employee's medical practitioner, on the medical practitioner's letterhead or other official form, listing the regular duties the employee will not be able to perform, estimating the period of time the employee will be unable to perform those regular duties, and must include a list of the types of work assignments the employee can safely perform. The supervisor cannot determine if alternate work is available without this information.

2. In some instances, a supervisor may offer an employee a medical examination to determine what work assignments the employee can safely perform (5 CFR 339). However, offering a Corporation medical examination is not a commitment to provide an employee

with light duty/alternate assignments.

- b. Employees who are on continuation of pay or who are receiving compensation benefits will be given priority consideration for any available light duty/alternate work assignments.
  - c. If an employee is unable to safely perform any available duties, and the employee is not eligible for Workers' Compensation, the employee will be required to remain off work. The employee will need to request appropriate leave for the absence.
- 18-7** Employees who are determined to have medical and/or physical limitations for specified periods of time may be required to request appropriate leave during the period of incapacitation. Authorization to return to duty shall be based on medical documentation supplied by a medical practitioner or institution specifying the employee's medical or physical capability to perform the duties assigned by their supervisor.
- 18-8** Reasonable efforts will be made to schedule medical examinations or testing of employees during work hours. However, employees may be required to take medical examinations on their own time if no reasonable alternative is available. Corporation transportation to and from the medical facility and Corporation offices will be offered.

## **Article 19. Changes in Conditions of Employment**

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**19-1** The Union will be notified in advance of any proposed changes in conditions of employment not specifically covered by this agreement. Prior to implementation, the Union will be given the opportunity to negotiate fully or impact bargain as appropriate.

## **Article 20. Change of Duty Station**

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- 20-1** Employee duty stations may be changed following a forty-eight (48) hour notice to the employee and Union. The notice will include the new duty station and effective date.
- 20-2** The following will be exempt from the forty-eight (48) hour notice period:
- a. An assignment to an additional pay assignment or promotion;
  - b. A detail (see Article 22);
  - c. Marine Services employees during the navigation season; and
  - d. Maintenance employees during the non-navigation season.
- 20-3** The forty-eight (48) hour notice applies to duty station changes within the Massena, N.Y. area. For duty station changes to locations outside the Massena, N.Y. area, employees will be provided a fourteen (14) day minimum notification.

## Article 21. Lock Crew Changes

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**21-1** Employee requests to change crews: An employee assigned to a lock crew who desires to change crews with another employee within the same classification, or fill a vacancy on a crew, may submit a written request to their supervisor for such a change. An employee requesting a change will be notified in writing within fourteen (14) calendar days of the approval or denial of the request. . Requests will not be unduly denied and conflicting requests will be decided by the receipt date of the request first, followed by Corporation seniority.

## **Article 22. Details**

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- 22-1** A “Detail” is the temporary assignment of an employee to a different position for a specified period with the employee returning to regular duties at the end of the detail. Employees on detail will be provided instruction in safe operating procedures to accomplish assignments.
- 22-2** Details are intended to meet temporary needs of the Corporation when necessary services cannot be obtained by other desirable or practicable means. Details may be made to meet an abnormal workload as a result of a change in mission or organization, or for unanticipated absences.
- 22-3** Details in excess of thirty (30) days will be reported on Standard Form 52 (request for personnel action) and maintained as a temporary record in the Electronic Official Personnel Folder (eOPF) while the employee is employed by the Corporation. The Union will be given written notification of details in excess of thirty (30) days.

## **Article 23. Temporary Employees**

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- 23-1** The Corporation will use temporary employees in the job classifications for which they are hired.
- 23-2** Temporary employees will not be terminated solely to avoid incurring obligations for annual leave or holiday pay due after ninety (90) days of employment.
- 23-3** Temporary employees will be notified of their leave rights prior to being hired.
- 23-4** The Corporation may backfill for employees absent due to extended leave with a temporary employee, without adversely affecting the absent employee's rights.
- 23-5** Whenever possible and in accordance with Federal hiring rules and regulations, temporary employees who have performed satisfactorily will be given appropriate consideration for career or career-conditional positions which occur at SLSDC.
- 23-6** Separation notification will be given to temporary employees as far in advance as possible.

## Article 24. Additional Pay Assignments

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- 24-1** Additional pay positions will be established when there is a need for qualified employees to be used for filling in for temporary absences and short term, recurring needs.
- 24-2** Additional pay assignments may be given to all employees in the same position description. In those cases, the additional pay assignment will be described in the position description for the job.
- 24-3** Merit Promotion procedures will be used for selection of additional pay assignments when the assignments are not given to all employees in the same position description, and
- a. there are two (2) or more qualified employees, in lower grade positions, who would be interested in the assignment; or
  - b. training for the assignment is being offered, and there are two (2) or more employees, in lower grade positions, who would be interested in the training and additional pay assignments.
- 24-4** Additional pay vacancy announcements will state the length of time the assignment will be in effect.
- 24-5** Additional pay assignments will be rotated among all qualified employees, or among those employees selected through Merit Promotion, when applicable, as equally as possible, taking into consideration extenuating circumstances of work, project assignments, shift schedules, and employee preferences.
- 24-6** Upon assignment to an additional pay position, the employee will remain in an additional pay status for the remainder of their workday and/or for a minimum of two (2) hours, whichever is greater.
- 24-7** Lock Operations Additional Pay Assignments
- (1) Additional pay will be assigned as follows:
- For LDOL absence:**  
LDO - Lock with the absence, then opposite lock, then  
LH or TH/LHC – Lock with the absence, then opposite lock,  
then
- \*TH/LHRP

**For LDO or LDO/ST absence:**

LH or TH/LHC – Lock with the absence then opposite lock,  
then

\*TH/LHRP

\*If a TH/LHRP employee (assigned to Locks) is utilized in an additional pay assignment greater than 30 days, the TH/LHRP additional pay roster will be used.

- 24-8** Employees serving as additional pay supervisors will continue to be considered bargaining unit employees and may continue dues withholding, but will not serve as a Union representative.

## **Article 25 Employee Development and Training**

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- 25-1** The Corporation and the Union recognize that the training and development of employees is essential to efficient operation and achievement of the Corporation's mission and performance goals.
- a. The Parties agree and recognize that it is important to ensure that employees have the skills and knowledge required to perform the duties of their position effectively.
  - b. The Parties agree that, with the introduction by the Corporation of new techniques and technologies that require training of employees, it is important that advance planning be carried out to anticipate the skills, needs and training required.
  - c. The Corporation will notify the Union in advance of the introduction of any such new technologies and techniques that may require the training or retraining of employees.
  - d. The Corporation will provide employees with on-the-job and/or classroom training in new techniques and technologies that are implemented in their current positions.

**25-2** The following training programs are presently established:

- a. Linehandler Training Program
- b. Lock and Dam Operator Training Program
- c. Lock and Dam Operator Leader Training Program
- d. Vessel Traffic Controller Training Program
- e. NYS Apprenticeship and/or Jobs of the Future (Skilled Trades) Training Program

If the current training programs are revised, or new training programs are implemented, the Union will have the right to impact bargain any adverse impact on bargaining unit employees.

**25-3** Training will be administered in accordance with the provisions of 5 USC Chapter 41, 5 CFR 410, applicable Executive Orders, DOT's Learning and Development Framework (available in Human Resources or the Union Office) and the Corporation's policy directive entitled "Career Development and Training Guide." If the directive is revised, the Union will have the right to negotiate or impact

bargain, as appropriate, any changes to the policies and procedures spelled out in the Directive.

**25-4** When a skilled trade vacancy occurs or is anticipated, consideration will be given to filling the position internally through the New York State Apprentice Program and/or Jobs of the Future (Skilled Trades) Training Program.

**25-5** Employees who will be separated under Reduction in Force (RIF) procedures may be provided training to prepare for placement in another agency in accordance with the Corporation's Career Transition Assistance Plan.

**25-6** Disputes over training may be grieved by the employee.

**25-7** Performance Improvement Training:

Employees and supervisors will annually develop training plans Individual Development Plans (IDP) to identify skills and knowledge that will improve each employee's performance in his or her current duties. Funding for performance improvement training will have priority over funding for career development training. Performance improvement training must be relevant to the employee's current position, and is reimbursable at one hundred percent (100%).

**25-8** Upward Mobility Training:

- a. When an appropriate vacancy occurs, the Corporation will give consideration to filling the position internally through upward mobility programs.
- b. Positions in upward mobility programs will be filled using competitive promotion procedures. Payment for approved training under upward mobility programs is at one hundred percent (100%).

**25-9** Career Development Training:

- a. When appropriate funding is available, the Corporation will provide employees the opportunity to improve their qualifications for future promotions through assistance with career development training.
- b. Supervisors and employees are encouraged to include career development training on their Individual Development Plans, based upon the employee's career goals within the Corporation.
- c. Merit Promotion procedures will be used to select employees for training that is designed to prepare employees for specific future promotional opportunities.

- d. Career development training is normally reimbursable at fifty percent (50%). Funding at one hundred percent (100%) would be available only under special circumstances, such as courses that would be directly applicable to the employee's present position as well as future opportunities, or under approved career development plans for special programs such as the Disabled Veteran's Affirmative Action Program (DVAAP).

## **Article 26. Merit Promotion Procedures**

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- 26-1** The Corporation shall administer a Merit Promotion Program (MPP) to insure a competitive means of fair and equitable selection for temporary or permanent promotion according to merit, as outlined in 5 CFR 335.103 and the Corporation's negotiated Merit Promotion Plan.
- a. Employees may view the SLSDC Merit Promotion Plan on SharePoint.
- 26-2** Employees are encouraged to present questions or discuss promotion actions informally with their immediate supervisor or Human Resources. If the matter cannot be resolved informally, it may be submitted to the grievance procedure. Non-selection from a group of properly ranked and rated candidates is not an appropriate basis for a grievance. {5CFR335.103 (d)}.
- 26-3** The Corporation agrees to provide an affected employee, who has a grievance concerning the procedures used in affecting a promotion, or to the Union, if the Union has been designated as the employee's representative, access to information contained in the merit promotion file, to the extent that disclosure of such information is not prohibited by law, rule or regulation.

## Article 27. Position Descriptions & Classification Appeals

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- 27-1** Each employee will be provided a copy of their position description by their supervisor. Human Resources will provide the Union copies of unit employees' position descriptions.
- 27-2** Each employee will be given the opportunity and time to read their position description and request assistance from their immediate supervisor to assure understanding of its contents. When requested, the supervisor will review the position description with the employee to determine if it is current and accurate.
- 27-3** Appropriate job rating standards are used to classify Wage Board positions. Pay for Wage Board positions and annual wage adjustments are determined by the provisions of Article 11.
- 27-4** At the employee's request, the Union may review the position description with Human Resources, if the employee has a specific complaint. The employee may request a Union representative's assistance in discussing the matter with the employee's supervisor or management officials. If the Union believes the position description is inaccurate, discussions will be held to attempt resolution of the alleged inaccuracies.
- 27-5** When a bargaining unit position description is revised, the Union will be given a copy for review at the time the employee is given the position description.
- 27-6** GS employees may appeal their position classification in accordance with Subpart F of Classification Appeals contained in 5 CFR 511.
- 27-7** Wage Board employees may appeal their position classification using the following procedures:
- a. Step 1: The employee notifies their supervisor they are appealing their position classification. Within ten (10) days, the employee and supervisor jointly check the accuracy of the position description and the actual work performed by the employee. If there is a discrepancy, the matter will be sent to the Corporation's position classifier, with a written request for review.
  - b. Step 2: The Corporation's position classifier will then review the work being performed against appropriate FWS job grading standards.
    1. Within thirty (30) days the classifier will set a date for a review of the duties of the position. Unless agreed by both parties, the review must be scheduled within ninety (90) days of the request.

2. The Corporation classifier will submit the results of the review to the employee and supervisor. If the employee is not satisfied with the determination made by the Corporation's classifier, the employee must notify the Human Resources Officer, in writing, that they wish to proceed to step 3 of the classification appeal procedure. This notification must be submitted within seven (7) days of the Corporation classifier's response.
- c. Step 3: Within three (3) days of receiving an employee's request to proceed to step 3, the Human Resources Officer will notify the Union of the employee request.
1. The Corporation will bear all costs associated with an employee's request for a classification appeal.
  2. The Parties will submit a written request for a list of individuals experienced in classifying job duties against written standards from an appropriate, mutually agreed upon source. The Parties will make a selection within ten (10) days of receiving the list.
  3. The Parties will make arrangements for the selected individual to conduct a review of the issue and render a decision which is binding.
  4. The selected individual will be requested to provide a written determination within thirty (30) days after the review is completed.
    - (a) In the event the selected individual determines the position is not appropriately classified, the employee will be reclassified at the start of the next pay period to the correct grade level.
    - (b) In the event the position is reclassified to a higher level, back pay will only be paid according to the rules and regulations that apply.

**27-8** The Corporation agrees to pay for employees to maintain licenses and certifications required by their position description and agrees to pay for employees to obtain any additional licenses or certifications newly required.

## Article 28. Disciplinary and Adverse Actions

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**28-1** The Parties agree that the objective of discipline is to correct and improve employee behavior so as to promote the efficiency of the service. The Parties agree to the concept of progressive discipline designed primarily to correct and improve behavior. Bargaining unit employees will be the subjects of disciplinary or adverse action only for just cause.

**28-2** Disciplinary actions will be taken in accordance with the regulations at Title 5 Code of Federal Regulations (CFR), Part 752 Adverse Actions, and the provisions of this article.

**28-3** Informal Actions:

- a. Warnings: A Warning is informal in nature, will be conducted privately, and in such a manner to avoid embarrassment of the employee. If requested by the employee, a Union representative will witness the warning. The Supervisor will document the date, time, employee name and issue on paper and the employee will sign acknowledgement of receipt of the warning. The employee's signature does not mean they concur with the warning.  
A copy of the warning will be given to the employee. The warning will not be recorded in the employee's eOPF.
- b. Written Counseling: A Written Counseling is informal in nature, will be conducted privately, and in such a manner to avoid embarrassment of the employee. If requested by the employee, a Union representative will witness the written counseling. The written counseling will contain the date, time, employee name, a description of the issue vs the expectation. The employee will sign acknowledgement of receipt of the written counseling. The employee's signature does not mean they concur with the counseling. A copy of the written counseling will be given to the employee.
- c. Written Counseling's will be sent to Human Resources and placed in an Active Written Counseling File. Written counseling cannot be used to take disciplinary/adverse action if a copy of the written counseling is not given to the employee. The Written Counseling will only be kept by the employee's supervisor and Human Resources. The Written Counseling must be kept confidential and cannot be provided to anyone unless they have a need to know. Once the Written Counseling becomes part of an official file, they will be retained in accordance with the provisions applying to the type of official file. Written Counseling's must be placed in an inactive file no later than six (6) months after the date of the counseling, if the employee incurs no further discipline.

**28-4 Formal Actions:**

a. Official Reprimands:

1. An official reprimand is a written disciplinary action which specifies the reasons for the action. The reprimand will specify that the employee may be subject to more severe disciplinary action upon further offense and that a copy of the reprimand will be made a part of the eOPF for up to one (1) year.
2. If a discussion is to be held when a reprimand is given, the supervisor will advise the employee of the right to a Union representative prior to the start of the discussion. The letter of reprimand will inform the employee of the right to file a second step grievance under the negotiated grievance procedure within ten (10) calendar days of receiving a written reprimand.
3. The reprimand will be removed from the eOPF on the date scheduled in the reprimand or one (1) year, if the employee has had no further disciplinary actions.

b. Suspension of 14 calendar days or less:

1. When a suspension for fourteen (14) days or less is proposed, the employee is entitled to:
  - (a) an advance written notice stating the specific reasons for the proposed action;
  - (b) ten (10) calendar days to answer orally and/or in writing and to furnish affidavits and other documentary evidence in support of the answer;  
and
  - (c) be represented.
2. The deciding official will issue a final decision within twenty (20) calendar days of the employee's presentation or the expiration of the ten day period in 28-4.b.1.(b).
3. The employee may grieve the final decision within ten (10) calendar days of receipt of the decision. The grievance must be filed beginning at step 2 of the negotiated grievance procedure.

c. Adverse Actions: Removal, Suspension for more than 14 days, Reduction-in-Grade, Reduction-in-Pay, and Furlough of 30 days or less:

1. An employee against whom such action is proposed is entitled to:
  - (a) a thirty (30) day advance written notice stating the specific reasons for the proposed action;
  - (b) ten (10) calendar days to answer orally and/or in writing, and to furnish affidavits and other documentary evidence in support of the answer; and
  - (c) be represented.
2. The deciding official will issue a final decision within twenty (20) calendar days of the employee's presentation or the expiration of the ten day period in 28-4.b.1.(b).
  - (a) If the decision is to affect an action specified in this section, it will give the reason(s), the effective date, the action to be taken, and the decision appeal rights.
  - (b) In accordance with 5 CFR 752.405, the employee may appeal the decision to the Merit Systems Protection Board, or the employee may file a written grievance under the terms of this agreement, but NOT BOTH.
3. If the employee chooses to grieve the final action, the grievance must begin at the second step of the negotiated grievance procedure within ten (10) calendar days of the receipt of the final decision.
4. The choice of appeal forum is **irrevocable**. An employee will be deemed to have selected an option when the employee timely initiates an appeal under the statutory procedures of the MSPB, or timely files a written grievance, whichever occurs first. The filing of an appeal or grievance will not stay the action.

## **Article 29 Grievance Procedure**

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**29-1** This Article provides a mutually accepted method for the prompt and equitable settlement of grievances including questions of grievability or arbitrability. These procedures are the exclusive procedures for resolving grievances which fall within its coverage.

**29-2** Most grievances arise from misunderstandings or disputes which can be settled promptly and satisfactorily on an informal basis between the employee and/or the Union representative with the immediate supervisor or the Union and Corporation. Every effort will be made by the Parties to settle grievances at the lowest possible level.

The filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, performance, loyalty, or desirability to the Corporation. Similarly, the occurrence of an occasional grievance will not be construed as reflecting unfavorably on the quality of supervision or general management of the Corporation.

**29-3** Time limits may be extended by mutual agreement.

**29-4** Employees have the right to present a grievance on their own behalf. The Union has the right to be present during the grievance proceeding.

**29-5** A grievance is a complaint:

- a. By an employee concerning any matter relating to the employment of the employee; or
- b. By the Union concerning any matter relating to the employment of any unit employee; or
- c. By any employee, the Union, or the Corporation concerning:
  1. the effect of interpretation, or claim of breach of this Collective Bargaining Agreement; or
  2. any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting the conditions of employment.
  3. Past practices not in writing either by this contract or MOU.

**29-6** The grievance procedures in this Article do not cover:

- a. Any claimed violation of 5 USC Subchapter III of Chapter 73 (relating to prohibited political activities);
- b. Retirement, life insurance, or health insurance;
- c. A suspension or removal under 5 USC 7532;
- d. Any examination, certification, or appointment; or
- e. The classification of any position which does not result in the reduction in grade or pay of an employee.

**29-7** Question of Grievability or Arbitrability: In the event either party should declare a grievance non-grievable or non-arbitrable, the original grievance will be considered amended to include this issue. The Parties agree that the issue of grievability or arbitrability must be raised, in writing, in the initial grievance response. All disputes of grievability or arbitrability will be referred to arbitration as a threshold issue in the related grievance.

**29-8** Union Representation: For step 1 grievances, the Parties will have an equal number of representatives, including the grievant, present at grievance meetings. For step 2 grievance meetings, mediation, or arbitration the Parties will have an equal number of representatives, excluding the grievant, present.

**29-9** This Article shall not preclude any employee from exercising their right to use the negotiated grievance procedure or file an appeal otherwise established by laws, rules, or regulations.

**29-10** Individual/local grievances are grievances filed by an employee or by the Union on behalf of the employee.

a. STEP 1: INFORMAL STEP

- 1. An employee shall seek informal resolution of the grievance from his/her immediate supervisor, or the appropriate supervisor of the area where the grievance occurred, within ten (10) calendar days of the date of the event giving rise to the grievance.
- 2. All grievances will be submitted in writing on the Union grievance form by the concerned employee or Union representative to the appropriate supervisor in an attempt to settle the matter. Prior to submitting this form to the appropriate Supervisor, the employee must obtain a case number from a Union representative. No grievance will be considered as filed prior to a case number being assigned.

3. The written grievance must contain:
  - (a) Name of grievant and Union representative;
  - (b) Nature of grievance;
  - (c) The alleged violations, including date;
  - (d) Corrective action desired; and
  - (e) Case number.
4. The Parties will mutually agree on a date, time, and place, and will meet within ten (10) calendar days of receiving the grievance. The appropriate management official will also inform the Union as to the number of management officials to be present at this meeting to allow the Union an equal number of representatives, as outlined in section 29-8.
5. Following the grievance meeting, and within ten (10) calendar days, the supervisor will provide a written response to the grievant and Union representative.
6. Employees who grieve an informal disciplinary action are required to start at Step 1 of the grievance procedure.

b. STEP 2: FORMAL WRITTEN GRIEVANCE

1. If the grievant is not satisfied with the supervisor's response in Step 1, the grievance may be submitted to the Management Official directly above the first level supervisor within ten (10) calendar days of receiving the response.
2. The Parties will mutually agree on a date, time, and place, and will meet within ten (10) calendar days of receiving the 2nd step grievance. The appropriate management official will also inform the Union as to the number of management officials to be present at this meeting to allow the Union an equal number of representatives, as outlined in section 29-8.
3. An employee grieving a formal disciplinary action will start at Step 2, filing his/her grievance with the Official at the level immediately above the Deciding Official signing the disciplinary action.
4. The Deciding Official will issue a decision within ten (10) calendar days of the grievance meeting.

- (a) For grievances of suspensions, the Deciding Official will issue a decision within twenty (20) calendar days of the grievance meeting.

c. STEP 3 ALTERNATE DISPUTE RESOLUTION (ADR) (Grievance Mediation):

1. This step can only be requested by the Union or the Corporation. The request must be made in writing by either party and must be submitted to the HR Officer or Union President within ten (10) calendar days of the Second Step grievance response.
2. Under the provisions of 5 U.S.C. 572(c), the use of alternative means of dispute resolution (ADR) is voluntary. Either Party may decide not to participate in ADR. The Party to whom the request is made will provide a written response to the request within ten (10) calendar days of receipt of the request, stating whether they agree to participate, and, if not, why.
3. If the Parties agree to use Grievance Mediation, the Parties will jointly contact the mediator by phone within ten (10) calendar days of invoking ADR. The appropriate management official will also inform the Union as to the number of management officials to be present at this meeting to allow the Union an equal number of representatives, as outlined in section 29-8.
4. The Mediator will establish the date to conduct the process. The session will be conducted in accordance with the FMCS Grievance Mediation Agreement.
5. If the parties cannot resolve the grievance at the conclusion of the session, the party who grieved may file a written request to submit the grievance to be heard by an arbitrator in accordance with the provisions of Article 30. This request must be in writing and made within ten (10) calendar days of the conclusion of grievance mediation.
6. Time limits for invoking arbitration are suspended from the date of receipt of the request for ADR until the earlier of the written notice that one Party wishes not to participate, or the conclusion of the mediation session without resolution.

**29-11** Corporation and Union Grievances:

- a. Corporation wide grievances include Management or Union grievances involving Corporation wide interpretation or application of this Agreement or matters beyond the control of a single office.
1. For Union grievances, the Union will submit the written grievance to the Human Resources Officer within ten calendar (10) days of the date giving rise to the grievance. For Corporation grievances, the Corporation will submit the written grievance to the Union President within ten (10) calendar days of the date giving rise to the grievance. The Human Resources Officer or Union President may designate an alternate to handle the grievance.
  2. Written grievances must contain:
    - (a) Date, type of grievance and Union/Corporation representative name;
    - (b) Alleged violation and date;
    - (c) Corrective action desired; and
    - (d) Case number.
  3. The Human Resources Officer or Union shall make arrangements for a grievance meeting to be held within ten (10) calendar days of the date of receipt of the grievance. The Human Resources Officer will also inform the Union as to the number of management officials to be present at this meeting to allow the Union an equal number of representatives, as outlined in section 29-8. The written response will be submitted to the Union or Corporation within ten (10) calendar days after the grievance meeting.
- b. If the grievance is unresolved, grievance mediation may be requested by either party within ten (10) calendar days of Management's or Union's written response in accordance with 29-10.c. STEP 3 ALTERNATE DISPUTE RESOLUTION (Grievance Mediation).

## Article 30 Arbitration

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- 30-1** The grieving party must invoke arbitration within ten (10) days of receipt of the written response to the 2<sup>nd</sup> step grievance meeting or ten (10) days following completion of the grievance mediation process.
- a. The President will notify the Human Resources Officer that the Union is invoking their right to arbitration. The written notice will contain the grievant's name and case number.
  - b. The Human Resources Officer will notify the President that the Corporation is invoking their right to arbitration.
  - c. Unless mutually agreed upon, failure to meet time frames established to invoke arbitration shall result in the grievance being terminated
- 30-2** The Parties agree to use the attached list of arbitrators. If any replacements for arbitrators are required, new arbitrator(s) will be selected from a list obtained from the Federal Mediation and Conciliation Service (FMCS). Selected arbitrators must be resident of or maintain a business office in the State of New York.
- 30-3** At any time during the term of the CBA the parties may mutually agree to remove an arbitrator from the list. If a replacement for an arbitrator is required, a new arbitrator will be selected from a list obtained from the Federal Mediation and Conciliation Service (FMCS). Selected arbitrators must be resident of or maintain a business office in the State of New York.
- 30-4** When arbitration is invoked to settle an issue, the selection of an arbitrator from the panel shall be as follows:
- a. The Parties agree to begin with the next arbitrator on the list who has not been used to hear an issue.
  - b. The Parties will call the next arbitrator and determine the date(s) that he/she is available. If that arbitrator is not available within a reasonable period of time, the Parties may agree to move to the next arbitrator on the list.
  - c. For subsequent arbitration cases, the selection of arbitrators will start with the next name on the list after the arbitrator selected for the previous case.
- 30-5** If either party desires to use a stenographer to record the hearing testimony, they must notify the other party within ten (10) days of the hearing date. The party

that wishes to use a stenographer will bear the cost unless the other party agrees; in which case costs will be shared equally and the transcript will become the official hearing record.

- 30-6** If either party has declared the matter to be non-grievable/non-arbitrable, the arbitrator will be informed of this issue, and will be required to arbitrate the threshold issue before proceeding with the merits of the grievance. If the arbitrator concludes that a matter is not grievable, the issue that is not grievable may not be arbitrated. A party raising the issue of arbitrability of a grievance may require that a separate hearing be held to decide the arbitrability issue.
- 30-7** Statement of Issue: Not later than ten (10) days before the arbitration hearing, the Parties shall communicate in an attempt to agree on a joint submission of the issue(s) for arbitration. If the Parties fail to agree on a joint submission, each Party will prepare a statement of what it believes the issue(s) to be and the arbitrator will determine the issue(s) to be decided.
- 30-8** Document Exchange: No later than ten (10) days before the hearing, the Parties shall exchange documents intended to be entered into evidence at the arbitration hearing. If a document is not provided to the other Party, it may not be entered into evidence at the arbitration hearing absent a showing of good cause as to why the document was not previously provided to the other Party. The arbitrator shall determine if good cause exists.
- 30-9** Witnesses: The Parties will exchange a list of witnesses no later than ten (10) days before the hearing. If there is a dispute as to whether a proposed witness is relevant or reasonably available, the arbitrator shall decide the matter. Corporation employees that are scheduled to testify at the arbitration hearing will be made available for the hearing and remain in official pay status. Union representatives and technical advisors will be released in accordance with Article 7, Official Time. If a witness is not able to be present in person at the arbitration hearing, telephonic testimony will be allowed, if mutually agreed by the Parties.
- 30-10** Authority of the Arbitrator: The Corporation and the Union agree that the jurisdiction and authority of the arbitrator will be confined exclusively to the issue as mutually agreed upon by the Parties. If the Parties are unable to mutually agree upon the issue, the authority of the arbitrator will be confined to the issue as determined by the arbitrator. The Parties recognize that the arbitrator may interpret this agreement but has no power to add to, subtract from, or modify the language of this agreement.
- a. Post-Hearing Briefs: Either Party or both may submit a post-hearing brief. The arbitrator will determine the date the briefs will be due.
- 30-11** Arbitrator's Decision: The arbitrator will be requested to render his or her decision within thirty (30) days following the conclusion of the hearing or the

submission of post-hearing briefs whichever is later. The arbitrator will submit all findings in writing.

- 30-12** The arbitrator's decision will be binding on the Parties. Either party may appeal the arbitrator's findings to the Federal Labor Relations Authority (FLRA) in accordance with 5 USC 7122.
- 30-13** Decision on the Record: When the Parties mutually agree to the facts at issue or that a matter is appropriate for a decision without a hearing, the Parties will jointly request that the arbitrator issue a decision on the written record. The Parties shall jointly submit data and other documentation to the arbitrator. Both Parties may submit a written argument to the arbitrator.
- 30-14** Arbitration Fees and Expenses: The cost of arbitration will be borne by the losing party. If there is a split decision, the cost will be borne equally by both parties. A split decision includes any decision where the arbitrator does not find completely in favor of one party or the other. In cases of procedural arbitrability, the decision shall be considered a split decision only if there is a separate arbitrability hearing. If there is no separate arbitrability hearing, the cost will be borne by the party who loses on the merits of the grievance unless the decision on the merits is a split decision.

If a grievance is resolved in favor of the grievant (the grievant is given full relief) prior to the arbitration date, but not within the arbitrator's cancellation time frame, the Corporation will pay any expenses incurred. In the case of any other resolution prior to the arbitration date, the parties will split any arbitration costs.

- 30-15** Each Party will bear its own costs of the arbitration such as travel for witnesses except for those instances when both parties have decided to call the same person as a witness, in which case the Corporation will pay any necessary travel costs.

### **List of Arbitrators**

- |           |                          |                    |
|-----------|--------------------------|--------------------|
| <b>1.</b> | <b>Charles A. Borell</b> | <b>FMCS # 3973</b> |
| <b>2.</b> | <b>Clifford B. Donn</b>  | <b>FMCS # 3110</b> |
| <b>3.</b> | <b>Mark D. Karper</b>    | <b>FMCS # 2776</b> |
| <b>4.</b> | <b>Judith A. LaManna</b> | <b>FMCS # 2564</b> |
| <b>5.</b> | <b>Thomas J. Maroney</b> | <b>FMCS # 1930</b> |
| <b>6.</b> | <b>Robert J. Rabin</b>   | <b>FMCS # 3081</b> |

## **Article 31 Work Clothes/Footwear/Eyeglasses**

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- 31-1** Bargaining unit Wage Grade employees assigned to work at the Administration Building, Lock Operations, Maintenance and Marine Divisions are required to wear uniforms provided by the Corporation during the navigation season. Temporary employees with appointments of ninety (90) days or more during mandatory use time will be issued uniforms and/or protective apparel, as appropriate to work assignments. Employees are responsible for cleanliness, laundering and general maintenance of uniforms and protective apparel.
- a. Bargaining unit employees must turn in all Corporation supplied clothing and equipment at the time of separation. After items have been turned in, retiring employees may purchase some items, as noted in 31-10.
- 31-2** During the non-navigation season, uniforms are optional. Work clothing worn by bargaining unit employees must be in good repair and of such quality that will not jeopardize or compromise the safety of the employee and the safety of others.
- 31-3** All uniform clothing will be repaired by the vendor. Clothing provided to employees by the Corporation may not be altered. Clothing that cannot be repaired will be replaced with new clothing. (Note: torn pockets etc. can be repaired).
- 31-4** The following uniform items will be provided:
- a. Five (5) summer type tee shirts will be provided for employees who work in the summer outside work environment. Employees who wish to replace their tee shirts must turn in the unserviceable tee shirt prior to being issued a replacement.
- b. Five (5) trousers.
- c. Five (5) shirts (L/S/S any combination).
- d. One (1) Carhartt sweatshirt, either crew neck or pullover hooded.
- e. The Corporation will provide Carhartt Brand coat and bib overalls/pants to bargaining unit employees that are required to work outside in cold weather. The Corporation will replace bib overalls/pants or coats only for those employees whose current overalls/pants or coats are deemed unserviceable.
- f. Raingear will be provided.

- g. 100% cotton can be provided as an alternative to poly/cotton upon request.
- 31-5** Bargaining unit employees who are required to wear uniforms may wear alternative uniforms when a physician's written recommendation clearly states it is for medical reasons or the Supervisor authorizes an alternative uniform based solely on a job specific need, and will be dealt with on a case by case basis.
- 31-6** Bargaining unit employees who are required to work in environments that may damage or soil their uniform/clothing will be issued protective clothing or apparel. The employee's supervisor must approve the issue request for protective clothing. The employee must turn in to the warehouse the apparel to be replaced, prior to being issued a replacement article.
- 31-7** Bargaining unit employees required by their Supervisor to wear safety-toed footwear must purchase footwear that meets the current ANSI/ASTM standards. Employees will be compensated up to \$145 toward the purchase of new safety-toed footwear upon submission of an approved "Safety-Toe Footwear – Purchase Authorization," form, and the itemized receipt verifying the purchase. Under extenuating circumstances, a second pair of safety-toed footwear may be authorized by the Supervisor. The employee must provide the Supervisor with evidence that the footwear is unserviceable due to work assignments. If replacement is due to medical reasons the employee must provide administratively acceptable medical documentation.
- a. Temporary employees will be reimbursed for one pair of safety-toed footwear if their initial appointment is 180 days or more. When work assignments are the cause of deterioration of safety toed footwear of a temporary employee who has been on-board for more than 60 days, the supervisor can authorize replacement with reimbursement as stated above.
- 31-8** Permanent bargaining unit employees who wear prescription eyewear while engaged in operations that involve eye hazards shall be authorized Prescription Safety Glasses that meet current ANSI standards. The Corporation will pay for safety frames and corrective lenses. For payment of additional features, the employee must provide medical documentation that these features are medically required. Authorization by the Office Head is required prior to the prescription being filled. Lenses/Frames damaged while on duty shall be replaced when needed.
- a. Temporary employees who wear prescription eyewear and are assigned duties by their supervisor that require them to perform work assignments in eye hazard areas, or who must enter or pass through such areas, will be provided appropriate safety goggles, spectacles or shields that meet ANSI standards.

**31-9** Purchase of used clothing at time of retirement: The following applies to those individuals retiring from the Corporation. It does not apply to temporary employees, or to permanent employees who retire with less than 12 months of service.

- a. When an employee is retiring, he/she may, at their option, choose to purchase their clothing from the Corporation after the clothing has been turned-in and accounted for. Articles of clothing that are **not accounted for** will be charged the employee at full replacement cost.
- b. Uniform items may be purchased as follows:
  1. Trousers and Shirts: The current Uniform Vendor will establish a cost, employee shall pay the Corporation who will in-turn pay the Vendor.
  2. T-Shirts: Considered to have a 10 month life span. Upon turn-in, if employee wishes to purchase the T-shirts, the cost shall be calculated at a 10% reduction from the issue price, per month of issue but no less than \$1.00 each.
- c. Protective clothing items may be purchased as follows:
  1. Coveralls: Considered to have a 6 month life span. Upon turn-in, if employee wishes to purchase the Coveralls, the cost shall be calculated at a 15% reduction from the issue price, per month of issue, but no less than \$1.00.
  2. Carhartt Coats/Bib Overalls: Considered to have a 36 month life span. Upon turn-in, if employee wishes to purchase the Carhartt Coat or Bib Overalls, the cost shall be calculated at a 5% reduction from the issue price, per month after the first full year of issue, but no less than \$5.00. The cost anytime during the first year shall be the full purchase price at the time of issue.
  3. Ike Jackets: Considered to have a 24 month life span. Upon turn-in, if employee wishes to purchase the Ike Jacket, the cost shall be calculated at a 5% reduction from the issue price, per month of issue, but no less than \$1.00.
  4. Rain Gear (Jacket, Coat, Pants, Bibs, and Boots): Considered to have a 24 month life span. Upon turn-in, if employee wishes to purchase the Rain Gear, the cost shall be calculated at a 5% reduction from the issue price, per month of issue, but no less than \$1.00.

- d. Due to the liability involved with the Anti-exposure suits and Floatation Jackets, Life Vests, and respirators, these items must be turned-in to Supply upon clearing. The employee shall be charged the full price of the item if not turned-in.

## **Article 32. Confidential Employee Assistance Program**

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- 32-1 The Corporation will maintain a CONFIDENTIAL Employee Assistance Program (EAP). The Parties agree to support and encourage employee use of the EAP.
- 32-2 The EAP provides services for employees and their immediate family members.
- 32-3 EAP provides an effective system of identification, intervention and referral of employees through a program coordinator (counselor). This program enables employees and/or immediate family members who may display social, emotional, substance abuse, behavioral, marital, financial and/or other personal problems an opportunity to use CONFIDENTIAL counseling services and/or be provided direction to appropriate professional services.
- 32-4 An employee's supervisor should consider referral to the EAP counselor when an employee exhibits unexplained signs of job performance deterioration or conduct problems.
- 32-5 EAP is administered through Human Resources. Employees will contact the EAP Counselor or make direct contact with the Employee Assistance Services by calling 315-386-2189. All contacts with the Employee Assistance Services are confidential.
- a. Employees who choose to use the services of EAP may need to inform their immediate supervisor of their use of the program in order to obtain appropriate leave when the employee is required to meet with EAP personnel. Any discussion or information provided to the employee's supervisor will be kept confidential.
- 32-6 Employees who are mandated to seek assistance through the EAP will be required to sign authorization for the EAP coordinator to provide attendance information to the employee's supervisor.
- 32-7 The Employee Assistance Coordinator is located at:
- Canton Human Services Center, 80 State Highway 310, Suite 4, Canton, New York, 13617-1493. Telephone: 315-386-2189.
- 32-8 Initial contact and assessment by the EAP Coordinator are at no charge to the employee seeking assistance.

## **Article 33. Contracting Out**

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- 33-1** The Corporation has no authority to guarantee job security to any employee. It is not the intent of the Corporation to replace current employees during this agreement by contracting out without fully negotiating the impact and implementation with the Union.
- 33-2** On matters concerning potential contracting out of unit employees' work, the Union will have an opportunity to provide input to internal management studies before a decision is made.
- 33-3** When the Corporation anticipates contracting out of work presently being performed by bargaining unit employees, the Union will be notified prior to the invitation for bids. The notice will include general information concerning the employees who will be affected.
- 33-4** Following such notice, upon request from the Union, the Corporation will meet with the Union to discuss the information contained in the notice and the Union will be given an opportunity to present alternative means to accomplish this work.

## **Article 34. Official and Unofficial Records of Employees**

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- 34-1** Human Resources will maintain the electronic Official Personnel Folder (eOPF) of each employee in accordance with applicable law, rules and regulations.
- 34-2** Employees will receive e-mail notification when a document is placed in their eOPF. Questions regarding the contents of the eOPF will be discussed with the appropriate management official, at the employee's request.
- 34-3** Employees are encouraged to regularly review their eOPF. All employees have online access to their personnel records and may use Corporation computers and/or printers to review and print their records. Employees may use Corporation computers and printers for this purpose during breaks, lunch periods, or during work hours, with permission of their supervisor.
- 34-4** An employee must sign and be given a copy of any supervisor's personal notes before the notes may be used in any disciplinary or adverse action against the employee. The notes cannot be used in such actions if copies are not given to the employee. These notes will only be kept by the employee's supervisor and Human Resources. These notes must be kept confidential and cannot be provided to anyone unless they have a need to know. Once the notes become part of an official file, they will be retained in accordance with the provisions applying to the type of official file, and will no longer be considered personal notes of the supervisor. Other than performance notes, notes must be placed in an inactive file no later than six months for informal discipline or one year for formal discipline after the date of the note, if the employee incurs no further discipline.

## **Article 35. Reduction in Force**

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**35-1** Reduction in Force (RIF) actions will be taken in accordance with:

Title 5, USC, Parts 3501-3504;  
5 CFR, Part 351;  
DOT's Departmental Personnel Manual (DPM) Letter No. 351-3; and  
SLSDC Reduction in Force Policy and Procedures

**35-2** Employees identified for release by RIF will be provided with career transition assistance in accordance with:

DPM Letter 300-21, DOT Career Transition Program;  
DPM Letter 330-8, DOT Reemployment Priority List; and  
DPM Letter 330-9, Mandatory Placement Programs for Displaced and Surplus  
Employees (Revised)  
SLSDC's Career Transition Assistance Program

**35-3** Affected employees and/or their representatives, designated in writing, may examine the RIF retention registers and other pertinent information after position offers or separation notices are received.

**35-4** The Corporation Policy Handbook will include Corporation policies on RIF and Career Transition Assistance and will be located in the same areas regulations are made available to employees.

## **Article 36. AFGE Assistance**

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- 36-1** The parties agree the intent of this article is not to impede AFGE National representatives from carrying out their representational duties with bargaining unit employees.
- 36-2** National representatives of the American Federation of Government Employees (AFGE) will be authorized access to Corporation property in non-work areas such as the Union office, lunch rooms, and conference rooms to assist Local 1968 in representing bargaining unit employees. When National representatives are authorized access to Corporation property, their presence must not cause disruption of work being performed.
- 36-3** The following procedures will be used to obtain authorization for AFGE National representatives to visit Corporation areas:
- a. Notify the Human Resources Officer with a minimum twelve (12) hours in advance of a pending visit.
  - b. In each area the AFGE National representative visits, the representative must sign in and out in the visitor register book located at:
    1. Administration Building - reception desk.
    2. Maintenance & Marine Facilities - Supply Office.
    3. Eisenhower Lock - Oberlin Building Supervisors' Office.
    4. Snell Lock – Oberlin Building Supervisors' Office at Eisenhower Lock.

## **Article 37. Smoking Policy**

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- 37-1** In accordance with the provisions of Executive Order 13058 and the SLSDC Policy For a Smoke Free and Hygienic Environment, it is the Corporation policy to establish a smoke-free environment for Corporation employees and members of the public visiting or using our facilities.
- 37-2** The smoking of tobacco products (including electronic cigarettes) is prohibited in:
- a. All interior space owned, rented or leased by the Corporation and in any outdoor areas in front of air intake ducts,
  - b. Within a 25 foot radius of any doorways and intake ducts on outdoor space to buildings and facilities; or
  - c. In any Corporation or GSA owned or leased motor vehicle.
- 37-3** Designated smoking shelters are approximately 10' by 10' and are located at:
- a. Maintenance Building (Ottershagen Building), east side.
  - b. Eisenhower Lock, north of the McCann Building, east end.
  - c. Snell Lock, east side of the center Building.
  - d. Administration Building, west side of the building.
  - e. No employee will be required to enter a designated smoking area during work hours while smoking is ongoing.
- 37-4** The use of smoke-less tobacco products is prohibited in all interior space owned, rented, or leased by the Corporation, and in any Corporation or GSA owned or leased motor vehicle.
- a. Waste from smoke-less tobacco products must not be left in public areas.
  - b. Containers used to dispose of smoke-less tobacco waste must have secure lids and must be deposited in appropriate trash containers.
- 37-5** Smokers and those employees who use smoke-less tobacco products will be allowed no more break time than other employees. Supervisors may adjust rest breaks when work permits.
- 37-6** If for any reason the above designated smoking areas should become unsatisfactory, or Congressional action is imposed requiring Federal agencies to

terminate or narrow the use of designated smoking areas, the Parties will meet to determine the most expeditious way to implement the changes.

## **Article 38. Incentive Awards and Suggestions**

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- 38-1** The Corporation's incentive awards and suggestion programs are currently administered in accordance with the Corporation directive entitled "Incentive Awards and Employee Recognition Program."
- 38-2** A joint committee, consisting of three (3) union and three (3) management representatives, will:
- a. Meet annually to evaluate the incentive awards program; and
  - b. Meet as necessary to evaluate incentive award recommendations for bargaining unit members as received, and approve or disapprove them.

## **Article 39. Adverse Weather Conditions**

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- 39-1** If weather conditions justify curtailing Corporation activities during duty hours, employees so affected will be notified promptly.
- 39-2** In order to accomplish the Corporation's mission, it is sometimes necessary for employees to work in adverse weather conditions in Massena, N.Y. Based on these conditions, Management will make necessary provisions to ensure the health and welfare of the Corporation's employees.

## Article 40. Mutual Exchange of Shifts for Lock Operations Employees

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**40-1 Lock Operations** employees may swap all or any part of a shift, up to a maximum of 3 consecutive 12-hour shifts (3 consecutive day shifts or 3 consecutive night shifts). The shift swap program will be available to all permanent Lock Operations employees in the bargaining unit under the following conditions:

- a. Participation in the program is entirely voluntary.
- b. Lock Operations employees may exchange shifts only with employees in their respective job classification who are off shift.
  - 1.) LDO/ST's may swap with an LDO/STE or LDO/STM.
- c. Employees on an additional pay assignment are eligible for shift swap.
- d. Requests must be submitted and approved on Form SLS-LMR-02 (Appendix A to Article 41) to the Operations Supervisor on duty. A separate form must be completed and approved for each individual swap. The Form must be complete and legible.
  1. Shift swaps of over 2 hour duration must have 24-hour notice in advance of the proposed exchange.
  2. Forms for swaps of over 2 hour duration must be signed by both employees. Forms for swaps of 2 hours or less may initially be signed by one employee and must be submitted to the on duty supervisor as soon as possible. The second employee will sign the form as soon as practical.
  3. If all information is not correctly completed, the exchange may be denied. Approval of the shift swap will not be unreasonably withheld or denied.
- e. The employee requesting the swap is responsible for notifying the supervisor as soon as possible if a swap must be cancelled.
- f. If an employee exchanges a shift on their regularly scheduled overtime day, and the swaps occur in the same pay period, the employee's overtime day will become the last day the employee works in that pay period. If an employee chooses to swap their overtime day for a day in another pay period, they will not earn or be paid for their scheduled overtime hours.

- g. If an employee exchanges a night shift or Sunday premium day for a non-premium day, that employee will NOT earn shift differential or Sunday premium pay. The employee working the night shift or Sunday will earn the premium pay.
- h. If an employee exchanges on their holiday, the closest scheduled shift the employee works becomes their holiday.
- i. Annual leave cannot be requested for swap day(s).
- j. The “initiating employee” will be charged comp time, or annual leave if no comp time is available. The “covering employee” will earn comp time for the covered hours. All comp time earned by this program must be used by the start of the next shipping season. The employee is responsible for scheduling the comp time before the expiration date. Any payout of comp time can be considered abuse.

**40-2** The Parties agree that any unscheduled overtime that is paid by the Corporation solely as a result of an absence, or any other abuse within the control of the employee, will result in the immediate removal of that employee from the program for the next 6 months. For example, if any employee scheduled to pay back a shift exchange calls in for ANY unscheduled leave, or an employee fails to use shift swap comp time before the expiration date and is paid for the overtime, it may be considered abuse.

**REQUEST FOR MUTUAL EXCHANGE OF SHIFT**

I \_\_\_\_\_ will work for \_\_\_\_\_  
*Initiating Employee (Print)* *Repaying Employee (Print)*

As: VTC \_\_\_\_\_ LDOL \_\_\_\_\_ LDO \_\_\_\_\_ LDO/ST \_\_\_\_\_ L/H (TH/LH) \_\_\_\_\_

On \_\_\_\_\_  
*Date*

**IN RETURN:**

\_\_\_\_\_ will work for \_\_\_\_\_  
*Repaying Employee (Print)* *Initiating Employee (Print)*

As: VTC \_\_\_\_\_ LDOL \_\_\_\_\_ LDO \_\_\_\_\_ LDO/ST \_\_\_\_\_ L/H (TH/LH) \_\_\_\_\_

On \_\_\_\_\_  
*Date*

Employee initiating the exchange: \_\_\_\_\_ / \_\_\_\_\_  
*Signature* *Date*

Employee repaying the exchange: \_\_\_\_\_ / \_\_\_\_\_  
*Signature* *Date*

Approving Operations Supervisor: \_\_\_\_\_ / \_\_\_\_\_  
*Signature* *Date*

## **Article 41. Duration of Agreement**

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- 41-1** Upon signature by the Union and the Corporation negotiating teams, ratification by the Union membership, and approval by the Administrator, this Agreement will remain in full force and effect through September 30, 2018. If the Administrator fails to approve or disapprove the Agreement within 30 days after agreement by the 2 teams and ratification by the Union membership, such Agreement will remain in full force and effect and binding on the Parties on the 31<sup>st</sup> day after ratification by the Union membership. Should the Administrator disapprove any provisions, all approved provisions will remain in full force and effect through September 30, 2018. The Parties will return to negotiations to reach agreement over the disapproved provisions within 30 days.
- 41-2** The Corporation or the Union may request negotiations on no more than 3 articles each, per year of this Agreement. This request will be in writing and must be presented to the other party within a 45-day window beginning May 16 and ending at close of business (COB) July 2. If the ending date of the opening period falls on a non-work day, the ending date will be moved to the next work day. The request must specify the articles the Party wishes to open. No further articles may be opened after the initial request. Ground rules will be established within 20 calendar days of the date of the request to reopen.
- 41-3** The Corporation or Union may give written notice to the other, no earlier than May 16, 2018 and no later than July 2, 2018, of their intentions to renegotiate the Agreement. Following the notice issued to renegotiate the Agreement, the Parties' chief negotiators will meet and establish ground rules for negotiations within 20 calendar days. The terms of this Agreement will remain in force and effect during the renegotiation.
- 41-4** If neither Party serves notice to renegotiate this Agreement, it will remain in full force and effect for 3 more years, and the provisions of Article 41-2 will remain in effect. On the anniversary date, the provisions of Article 11 will be negotiated for the additional 3 years.
- 41-5** If the status of the Corporation is changed, the provisions of this agreement will remain in full force and effect unless the Congressional action (Law) mandates otherwise. The parties will negotiate impact and implementation to the extent allowed by law.

# Appendix A: Article 11, Wages

Appendix A to Article 11																		
WG/WL FY 2015 Pay Schedule						WG/WL FY 2016 Pay Schedule						WG/WL FY 2017 Pay Schedule						
Effective October 11, 2015						Effective October 09, 2016						Effective October 08, 2017						
Increase		1.50%				Increase		1.75%				Increase		2.75%				
WG	1	2	3	4	5	WG	1	2	3	4	5	WG	1	2	3	4	5	WG
1	19.32	20.32	20.82	21.32	22.32	1	19.71	20.71	21.21	21.71	22.71	1	20.34	21.34	21.84	22.34	23.34	1
2	20.22	21.22	21.72	22.22	23.22	2	20.63	21.63	22.13	22.63	23.63	2	21.28	22.28	22.78	23.28	24.28	2
3	20.95	21.95	22.45	22.95	23.95	3	21.37	22.37	22.87	23.37	24.37	3	22.04	23.04	23.54	24.04	25.04	3
4	22.04	23.04	23.54	24.04	25.04	4	22.48	23.48	23.98	24.48	25.48	4	23.18	24.18	24.68	25.18	26.18	4
5	22.78	23.78	24.28	24.78	25.78	5	23.23	24.23	24.73	25.23	26.23	5	23.95	24.95	25.45	25.95	26.95	5
6	23.31	24.31	24.81	25.31	26.31	6	23.77	24.77	25.27	25.77	26.77	6	24.51	25.51	26.01	26.51	27.51	6
7	23.87	24.87	25.37	25.87	26.87	7	24.34	25.34	25.84	26.34	27.34	7	25.09	26.09	26.59	27.09	28.09	7
8	24.53	25.53	26.03	26.53	27.53	8	25.01	26.01	26.51	27.01	28.01	8	25.78	26.78	27.28	27.78	28.78	8
9	28.73	29.73	30.23	30.73	31.73	9	29.29	30.29	30.79	31.29	32.29	9	30.17	31.17	31.67	32.17	33.17	9
10	29.42	30.42	30.92	31.42	32.42	10	29.99	30.99	31.49	31.99	32.99	10	30.89	31.89	32.39	32.89	33.89	10
11	31.24	32.24	32.74	33.24	34.24	11	31.84	32.84	33.34	33.84	34.84	11	32.80	33.80	34.30	34.80	35.80	11
12	31.41	32.41	32.91	33.41	34.41	12	32.01	33.01	33.51	34.01	35.01	12	32.98	33.98	34.48	34.98	35.98	12
13	32.07	33.07	33.57	34.07	35.07	13	32.68	33.68	34.18	34.68	35.68	13	33.67	34.67	35.17	35.67	36.67	13
14	32.75	33.75	34.25	34.75	35.75	14	33.38	34.38	34.88	35.38	36.38	14	34.38	35.38	35.88	36.38	37.38	14
15	34.18	35.18	35.68	36.18	37.18	15	34.83	35.83	36.33	36.83	37.83	15	35.87	36.87	37.37	37.87	38.87	15
WL	1	2	3	4	5	WL	1	2	3	4	5	WL	1	2	3	4	5	WL
1	21.55	22.55	23.05	23.55	24.55	1	21.98	22.98	23.48	23.98	24.98	1	22.67	23.67	24.17	24.67	25.67	1
2	22.56	23.56	24.06	24.56	25.56	2	23.01	24.01	24.51	25.01	26.01	2	23.72	24.72	25.22	25.72	26.72	2
3	23.34	24.34	24.84	25.34	26.34	3	23.80	24.80	25.30	25.80	26.80	3	24.54	25.54	26.04	26.54	27.54	3
4	24.56	25.56	26.06	26.56	27.56	4	25.04	26.04	26.54	27.04	28.04	4	25.81	26.81	27.31	27.81	28.81	4
5	25.34	26.34	26.84	27.34	28.34	5	25.84	26.84	27.34	27.84	28.84	5	26.63	27.63	28.13	28.63	29.63	5
6	25.94	26.94	27.44	27.94	28.94	6	26.45	27.45	27.95	28.45	29.45	6	27.26	28.26	28.76	29.26	30.26	6
7	26.55	27.55	28.05	28.55	29.55	7	27.07	28.07	28.57	29.07	30.07	7	27.89	28.89	29.39	29.89	30.89	7
8	27.28	28.28	28.78	29.28	30.28	8	27.81	28.81	29.31	29.81	30.81	8	28.66	29.66	30.16	30.66	31.66	8
9	31.93	32.93	33.43	33.93	34.93	9	32.54	33.54	34.04	34.54	35.54	9	33.52	34.52	35.02	35.52	36.52	9
10	32.66	33.66	34.16	34.66	35.66	10	33.28	34.28	34.78	35.28	36.28	10	34.28	35.28	35.78	36.28	37.28	10
11	33.38	34.38	34.88	35.38	36.38	11	34.02	35.02	35.52	36.02	37.02	11	35.03	36.03	36.53	37.03	38.03	11
12	34.12	35.12	35.62	36.12	37.12	12	34.77	35.77	36.27	36.77	37.77	12	35.81	36.81	37.31	37.81	38.81	12
13	34.83	35.83	36.33	36.83	37.83	13	35.49	36.49	36.99	37.49	38.49	13	36.55	37.55	38.05	38.55	39.55	13
14	35.56	36.56	37.06	37.56	38.56	14	36.23	37.23	37.73	38.23	39.23	14	37.31	38.31	38.81	39.31	40.31	14
15	36.29	37.29	37.79	38.29	39.29	15	36.98	37.98	38.48	38.98	39.98	15	38.08	39.08	39.58	40.08	41.08	15