April 1, 2007 -- March 31, 2011

AGREEMENT BETWEEN

THE DORMITORY AUTHORITY OF THE STATE OF NEW YORK

AND

THE INTERNATIONAL UNION AND ITS LOCAL 2110, UNITED AUTO WORKERS

Final UAW Local 2110 CBA
Membership Ratified 9/22/2008
DASNY Board Approved 9/24/2008

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AGREEMENT BETWEEN

THE DORMITORY AUTHORITY OF THE STATE OF NEW YORK
And
THE INTERNATIONAL UNION AND ITS LOCAL 2110, UNITED AUTO WORKERS

This Agreement is made by and between the Dormitory Authority of the State of New York, hereinafter referred to as the "Authority," and **THE INTERNATIONAL UNION AND ITS LOCAL 2110, UNITED AUTO WORKERS,** hereinafter referred to as "Local 2110," representing Employees of the Authority covered by the terms of this Agreement.

ARTICLE 1
RECOGNITION

1.1 The Authority, pursuant to Article 14 of the New York State Civil Service Law, also known as the Public Employees' Fair Employment Act, has recognized and hereby continues to recognize Local 2110 as the sole and exclusive representative for collective negotiations with respect to salaries, wages, hours and other terms and conditions of employment for those employees employed in the titles and the Operational Units listed in Appendix A to this Agreement and any other positions that are placed into such bargaining unit in accordance with the provisions of Article 3 entitled "Representation Status of Future Positions". The terms "Employee" and "Employees" when referred to in this Agreement shall refer to only those employees of the Authority included in the Local 2110bargaining unit pursuant to Article I of this Agreement.

1.2 Appendix A sets forth, as of the date of Appendix A, (i) the titles comprising the bargaining unit represented by Local 2110; (ii) the Operational Units in the Authority to which each title is assigned, (iii) the total number of positions in that title in the Operational Unit, and (iv) the total number of such positions in the Operational Units that are in the bargaining unit. The parties to this Agreement acknowledge that there are titles identical to those listed in Appendix A in the same Operational Unit or other Operational Units of the Authority that are represented by CSEA Local 698 (as set forth in Appendix B to this Agreement) or that are not represented, including those that are employed in positions designated Managerial or Confidential.

1.3 The titles of Janitorial Services Assistant, Security Guard, Student Intern and Receptionist are excluded from the Bargaining Unit and Local 2110 agrees that it will not seek to represent such titles for the duration of this Agreement.

1.4 No less than full-time employee not set forth in Appendix A shall be eligible to be considered part of Local 2110 until: (i) they have been continuously employed in their position with the Authority for a period of thirty-nine weeks; (ii) they have

successfully completed the probationary period, and (iii) the representational status of the position has been determined pursuant to Article 3 of this Agreement. In no event shall the thirty-nine week period of time served by an employee include time the employee is filling the position of an employee on statutory, contractual or administrative leave that entitles that employee to return to his or her position.

1.5 Local 2110 agrees that the Authority may establish and fill one or more positions to be classified as "exempt" in accordance with the provisions of this Section 1.5. Any such positions shall be paid from a specific budgetary line item that may be funded in an amount not to exceed $25,000 for each fiscal year. The Authority agrees to provide Local 2110 with a monthly statement detailing the exempt positions created; the names of the employees hired into exempt positions; the period of time each employee has been working in an exempt position for the fiscal year and the dollars expended year to date from this line item. These exempt positions shall be excluded from the Bargaining Unit and Local 2110 agrees that it will not seek to represent such positions.

1.6 The Authority shall not assign work ordinarily performed by Employees to persons not represented by Local 2110. This paragraph, however, shall not apply to work performed by employees designated Managerial or Confidential, employees represented by CSEA Local 698, and employees holding positions referred to in Sections 1.3, 1.4 and 1.5 of this Article, or work performed pursuant to a contract, other than a collective bargaining agreement, to which the Authority is a party.

1.7 The Authority and Local 2110 agree, pursuant to section 208 of Article 14 of the New York State Civil Service Law, that Local 2110 shall have unchallenged representation status for the maximum period permitted by law on the date of execution of this Agreement.

ARTICLE 2
STATEMENT OF POLICY AND PURPOSE

2.1 It is the policy of the Authority to continue harmonious and cooperative relationships with its Employees and to insure the orderly and uninterrupted operations of the Authority. This policy is effectuated by the provisions of the Public Employees' Fair Employment Act granting public employees the rights of organization and collective representation concerning the determination of the terms and conditions of their employment.

2.2 The Authority and Local 2110 now desire to enter into an Agreement reached through collective negotiations that will have for its purposes, among others, the following:

a. To recognize the legitimate interests of the Employees of the Authority to participate through collective negotiations in the determination of the terms and conditions of their employment.

b. To promote fair and reasonable working conditions.

c. To promote individual efficiency and service to the citizens of the State.

d. To avoid interruption or interference with the efficient operation of the Authority.

e. To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

ARTICLE 3
REPRESENTATION STATUS OF FUTURE POSITIONS

3.1 This Article shall govern representation of employees by Local 698 and UAW, unless otherwise agreed to by Local 698, UAW and the Authority.

3.2 If all positions in an Operational Unit are represented by Local 2110, such positions and any vacancies, newly created, reclassified or promotional positions or titles in that Operational Unit shall continue to be represented by Local 2110, unless such position is designated Managerial or Confidential.

3.3 If all positions in an Operational Unit are represented by CSEA Local 698, such positions, and any vacancies, newly created, reclassified or promotional positions or titles in that Operational Unit shall continue to be represented by CSEA Local 698, unless such position is designated Managerial or Confidential.

3.4 If some positions in an Operational Unit are represented by Local 2110 and some positions are represented by CSEA Local 698 on the date of execution of this Agreement, such positions shall continue to be represented in that manner, as set forth in Appendices A and B hereto. Positions in any such Operational Unit shall, unless a vacancy, newly created, reclassified or promotional position or title is designated Managerial or Confidential, continue to be represented by Local 2110 and CSEA Local 698 on a proportional basis defined by the proportion of representation by each union on the date of execution of this Agreement.

3.5 Any newly created position proposed to be designated Confidential by the Authority shall be considered unrepresented until PERB, pursuant to an application to be promptly filed by the Authority upon request to file made of the Authority by Local 2110 determines that the position does not qualify for designation as Confidential. Upon a determination by PERB that the position is not a Confidential position, the representational status of this position shall be determined in accordance with the requirements of this Article.

3.6 Any newly created position proposed to be designated Managerial by the

Authority for which the Grade level for that position is established as five or above and for which the Job Hire Rate shall be a minimum of $92,000 (ninety-two thousand dollars) shall be considered unrepresented until PERB determines pursuant to an application to be promptly filed upon request to file made of the Authority by Local 2110 that the position does not qualify for designation as Managerial. Upon a determination by PERB that the position is not a Managerial position, the representational status of this position shall be determined in accordance with the requirements of this Article.

ARTICLE 4
UAW LOCAL 2110 UNION ACTIVITY RIGHTS

4.1 Exclusive Negotiations with Local 2110

Except as required by Article 14 of the New York State Civil Service Law, the Authority will not negotiate nor meet with any employee organization other than Local 2110 with reference to terms and conditions of employment of Employees. When such organizations, whether organized by Employees or others, request meetings, they will be advised by the Authority to transmit their requests concerning terms and conditions of employment to Local 2110. Upon such referral, Local 2110 agrees to fulfill its obligation as a collective negotiating agent to represent Employees.

4.2 Payroll Deduction

a. Local 2110 shall be entitled to exclusive payroll deduction of membership dues and insurance premiums for Employees, and no other employee organization shall be accorded any such payroll deduction privilege on behalf of Employees.

b. The Authority shall make such payroll deductions pursuant to and upon the filing with the Authority by the individual Employee of a written and signed authorization indicating the amount of the deduction, the payee and the effective date thereof.

c. The Authority will cease to make such payroll deductions pursuant to and upon the filing with the Authority by the individual Employee of a written and signed authorization indicating the date upon which such payroll deductions shall cease.

d. Upon receipt of a membership and dues deduction authorization form, the Authority shall deduct membership dues from the Employee on a biweekly basis and remit the sum to the Local 2110, United Auto Workers, 113 University Place, 5th Floor, New York, N.Y. 10003-4527. UAW Local 2110 will notify the Authority of the amount to be deducted.

4.3 Agency Shop Fee

a. The biweekly agency shop fee deduction is continued. The agency shop fee payroll deduction will apply to all Employees who are members of the negotiating unit. Within ten business days following the employment of a new Employee subject to the agency shop fee deduction, notice of the employment of such Employee will be given to the President of Local 2110.

b. For each Employee who does not become a member of Local 2110 within thirty calendar days of initial employment, the Authority shall deduct a service fee from the wages of such Employee on a biweekly basis and remit the sum to the Local 2110, United Auto Workers, 113 University Place, 5th Floor, New York, N.Y. 10003-4527. UAW Local 2110 will notify the Authority of the amount to be deducted.

4.4 Bulletin Boards

a. The Authority shall provide exclusive bulletin board space in an accessible place in each area occupied by a substantial number of Employees for the purpose of posting bulletins, notices and material issued by Local 2110, which shall be signed by the President of Local 2110 or the President's authorized designee. No such material shall be posted which is profane, obscene or defamatory of the Authority or its representatives or which constitutes election campaign material for or against any person, organization or faction.

b. The number and location of bulletin boards as well as arrangement with reference to placing material thereon and removing material there from, shall be subject to mutual understanding between the Authority and Local 2110 provided, however, that any understanding reached with respect thereto shall provide for the removal of any bulletin or material objected to by the Authority which removal may be contested pursuant to the Contract Grievance procedure set forth in this Agreement.

4.5 Meetings

Upon request of the President of Local 2110 or the President's authorized designee, meetings of Local 2110 may be held during normal business hours in appropriate, available meeting space in buildings owned or leased by the Authority, provided that such request is made in advance and that Local 2110 agrees to reimburse the Authority for any additional expense incurred in the furnishing of such space.

4.6 Access to Employees

a. Local 2110 representatives shall, on an exclusive basis except during periods of challenge, as defined in section 208 of the Civil Service Law, have reasonable and appropriate access to Employees during working hours to explain Local 2110 membership, services and programs under arrangements mutually developed with the Authority. Any such

arrangements shall insure that such access shall not interfere with Employees' work duties or work performance.

b. The Authority may make reasonable and appropriate arrangements with Local 2110 whereby Local 2110 may advise Employees of the additional availability of Local 2110 representatives for consultations during non-working hours concerning Local 2110 membership, services and programs.

4.7 List of Employees

A listing of the name, job title, seniority date and position classification of all Employees of the Authority shall be provided at the expense of the Authority to the President of Local 2110or the President's authorized designee on or about May 1st of each year.

4.8 UAW Local 2110 Leave

a. Upon request of the President of Local 2110 or the President's authorized designee, the Authority will grant reasonable employee organization leave, including travel time if appropriate, to members of Local 698 for the purposes and within the provisions set forth below:

1. For two delegate meetings per annum of the UAW Local 2110, provided that no more than two members of Local 2110 attend any one such meeting.

2. For UAW Local 2110 Board of Directors meetings, Directors' Committee meetings and Standing Committee meetings, provided the Employee is a member of UAW Local 2110's Board of Directors or a UAW Local 2110 Standing Committee.

3. For the investigation and processing of Contract Grievances pursuant to the Contract Grievance Procedure set forth in this Agreement.

4. For mutually scheduled meetings with management of the Authority and to prepare for such meetings.

5. Under special circumstances, and upon advance request, additional employee organization leave for meetings may be granted by the Executive Director or the Executive Director's authorized designee.

b. The President of Local 2110 or the President's authorized designee shall provide on a semi-annual basis to the Executive Director and to the Senior Director of Operations a list of the names and the nature of the official responsibilities for UAW Local 2110's officers and directors, and other Employees with assigned official Local 2110 responsibilities.

c. Travel time as used in this Article shall mean actual and necessary travel time, not to exceed four hours each way.

d. Employee organization leave shall not be chargeable to an Employee's leave credits; however, the time shall be recorded to the appropriate Authority project code.

ARTICLE 5
MANAGEMENT RIGHTS

Except as expressly limited by other provisions of this Agreement, all of the authority, rights and responsibilities possessed by the Authority are retained by it, including but not limited to the right to determine the mission, purposes, objectives and policies of the Authority; to determine the facilities, methods, means and number of personnel required for conduct of Authority programs; to administer the selection, recruitment, hiring, appraisal, training, retention, promotion, assignment and transfer of Employees; to direct, deploy and utilize the work force; to establish specifications for each class of positions; to classify, reclassify, allocate and reallocate new and existing positions; and to discipline and discharge Employees in accordance with law and the provisions of this Agreement.

Without limitation on the foregoing, it is understood by the parties that the provisions of this Agreement do grant certain rights and privileges to Employees, as specifically set forth herein.

ARTICLE 6
NO STRIKES

6.1 Local 2110 shall not engage in a strike nor cause, instigate, encourage or condone a strike.

6.2 Local 2110 shall exert its best efforts to prevent and terminate any strike.

6.3 Nothing contained in this Agreement shall be construed to limit the rights, remedies or duties of the Authority, Local 2110 or Employees under the laws of the State of New York.

ARTICLE 7
CLASSIFICATION AND COMPENSATION

7.1 <u>Salary and Step Program</u>

a. Employees are assigned to one of the following categories on the Salary and Step Program:

1. Full-Time Employee (F/T): An Employee who on an annual basis is regularly scheduled to work a 37.5 hour workweek and is paid at an annual rate; or

2. Less Than Full-Time Employee (L/FT): An Employee who on an annual basis is regularly scheduled to work a less than 37.5 hour workweek and is paid at a prorated annual rate.

b. Terms of the Salary and Step Program:

1. Establishes for each grade a hiring rate and a job rate, with sixteen annual steps, including longevity steps at Steps 10, 13, and 16. The increments and longevity amounts for the 2007-2008, 2008-2009, 2009-2010, 2010-2011 fiscal years include Cost of Living Adjustments (COLAs) in the following amounts: 3.0%, 3.0%, 3.0%, 4.0 %.

2. Appendix D, which is attached to this Agreement, reflects the Salary and Step Program.

3. An Employee is eligible for step movement if: (i) the Employee was on the payroll on March 31st of the fiscal year immediately preceding the fiscal year date of step movement; and (ii) worked 1000 hours in the calendar year (01/01 to 12/31) immediately preceding the calendar year of payment; and (iii) received an outstanding, satisfactory or needs improvement rating on their most recent annual performance evaluation as defined in Article 9 for the calendar year immediately preceding the step payment.

c. The Authority reserves the right to classify and assign grades to new positions in accordance with this Agreement.

d. It is the intent of the parties to this Agreement that both the salary payments and any lump sum payments made to Employees as part of Article 7 are to be pensionable to the extent otherwise permitted by law.

e. To the extent Employees have been moved to the next step and have been paid for such Step Movement effective April 1, 2007 and April 1, 2008, Sections 7.2 and 7.3 do not authorize duplicate payments or step movement. Unless the parties negotiate otherwise, there will be step movement for eligible employees in fiscal year 2010-2011 and each year thereafter according to the collective bargaining agreement in effect, consistent with Civil Service Law Section 209-a (1) (d) and (e).

7.2 Fiscal Year 2007-2008

a. Effective April 1, 2007, those Employees who satisfy the requirements of Section 7.1 (b) (3) (i), (ii) and (iii) shall be assigned to the next step in their grade and paid the salary applicable to that step for the 2007-2008 fiscal year.

7.3 Fiscal Year 2008-2009

a. Effective April 1, 2008, those Employees who satisfy the requirements of Section 7.1 (b) (3) (i), (ii) and (iii) shall be assigned to the next step in their grade and paid the salary applicable to that step for the 2008-2009 fiscal year.

7.4 Fiscal Year 2009-2010

a. Effective April 1, 2009 Employees who satisfy the requirements of Section 7.1 (b) (3) (i) (ii) and (iii), shall be assigned to the next step in their grade and paid the salary applicable to that step for the 2009-2010 fiscal year.

7.5 Fiscal Year 2010-2011

a. Effective April 1, 2010 Employees who satisfy the requirements of Section 7.1 (b) (3) (i), (ii) and (iii) shall be assigned to the next step in their grade and paid the salary applicable to that step for the 2010-2011 fiscal year.

7.6 Promotions and Reclassifications

An Employee who is promoted or reclassified to a new grade will be paid the higher salary of either:

a. The hire rate of the new position's grade; or

b. Placement on the step in the new position's grade that results in the greatest base salary for the applicable fiscal year not in excess of a five percent (5%) increase above the Employee's current salary; provided however, that, to the extent such new base salary is less than five percent (5%) above the Employee's current salary, the difference between such new salary and the current salary plus five percent (5%) shall be paid to the Employee in a lump sum that is not added to the Employee's new base salary.

7.7 Location Differential

a. Any F/T Employee who is assigned to an official station in New York State situated within Nassau, Suffolk, Rockland or Westchester Counties or the City of New York:

1. For all of the fiscal year, shall receive for that fiscal year, in addition to any other salary to which such Employee is entitled to, a location differential as defined below.

i. One Thousand, Three Hundred and Two Dollars ($1,302.00) effective April 1, 2007.

ii. Four Thousand, Seven Hundred and Eighteen Dollars ($4,718.00) effective April 1, 2008.

iii. Effective April 1, 2009, such location differential shall be Four Thousand Eight Hundred and Sixty Dollars ($4,860.00).

iv. Effective April 1, 2010, such location differential shall be Five Thousand and Fifty-Four Dollars ($5,054.00) and that amount shall continue to be paid each April 1, thereafter.

2. For a portion of the fiscal year, shall receive for that fiscal year a pro-rated amount of the applicable sum set forth in Section 7.7 (a)

(1) that reflects the period of time during which the Employee was actually so assigned.

b. Any F/T Employee who is assigned to the Mid-Hudson Region in Dutchess, Orange or Putnam Counties, shall receive, in addition to any other salary to which such Employee is entitled, a location differential:

i. Effective April 1, 2008 on a pro-rata basis, one thousand dollars ($1,000.00).

ii. Such amount shall be increased to fifteen hundred and thirteen dollars ($1,513.00), effective October 1, 2008.

iii. Effective April 1, 2009, such location differential shall be One Thousand Five Hundred and Fifty-Eight Dollars ($1,558.00).

iv. Effective April 1, 2010, such location differential shall be One Thousand Six Hundred and Twenty-One Dollars ($1,621.00) and that amount shall continue to be paid each April 1, thereafter.

c. Any L/FT Employee who is assigned to an official station in New York State situated within Nassau, Suffolk, Rockland or Westchester Counties or the City of New York or the Mid-Hudson Region in the Counties of Dutchess, Orange and Putnam, shall receive for that fiscal year a pro-rated payment in addition to any other salary to which such Employee is entitled a location differential that is a pro-rated amount of the location differential that would be payable to a F/T Employee. The prorated portion shall be calculated by determining the percentage that the hours in the Authority's full-time workweek bear to the regularly scheduled number of hours per workweek worked by the L/FT Employee and multiplying such percentage times the location differential sum payable to a F/T Employee for that fiscal year.

d. Location differential shall be paid in bi-weekly installments.

7.8 Calculation of Bi-Weekly Salary Payments

Employee bi-weekly salary payments will be calculated on a ten-working-day basis rather than on a 14-calendar-day basis.

7.9 Additional Longevity Bonus

Effective April 1 of the fiscal year after an employee has completed three years of service at Step 16 of the Employee's grade, an Employee shall be entitled to receive a $750 longevity bonus payment. Such employee will be entitled to receive a $750 longevity bonus payment every three years after the initial $750 longevity payment bonus is received if he or she continues to serve in the same

grade. Provided, however, that no payments shall be made pursuant to this provision prior to April 1, 2008. Time served by employees in Steps 17 and 18 prior to April 1, 2008 is considered time served at Step 16 for purposes of this paragraph. Therefore, employees who served at least one complete year at Step 18 prior to April 1, 2008 are eligible for a $750 longevity bonus payment as of April 1, 2008.

ARTICLE 8
BONUS PROGRAM

8.1 The Authority shall determine on an annual basis and in the Executive Director's sole and exclusive discretion whether a bonus will be granted to one or more Employees based on the individual's unique contributions to the success of the Authority. Such bonus shall be paid in an amount and at a time to be determined by the Authority, but will be paid in addition to any compensation due under Article 7 of this Agreement and will not be added to the base compensation of any Employee.

8.2 The Authority may reward an Employee for a specific instance of extraordinary performance by making a lump sum payment from a bonus pool. Such award of a bonus will be made in the Executive Director's sole and exclusive discretion.

8.3 The Authority may accelerate an Employee one or two steps on the salary schedule and increase such Employee's base salary based upon extraordinary performance. Such award of a performance advance will be made in the Executive Director's sole and exclusive discretion.

ARTICLE 9
EMPLOYEE PERFORMANCE EVALUATION PROGRAM

9.1 The Authority will continue a performance evaluation program for the Employees of the Authority.

9.2 Employee performance will be evaluated on an ongoing basis.

9.3 An Employee's performance will be evaluated formally at least once a year (Annual Performance Evaluation). The Authority may evaluate more frequently in its discretion. Employees shall be provided a copy of all written evaluations whether formal or informal. The Authority will provide the Employee's job description annually as part of the performance review. An Employee must sign and acknowledge receipt of the applicable job description as part of the performance review. The rater must sign and acknowledge reviewing the applicable job description with the Employee as part of the performance review.

9.4 The overall rating system for an Employee's annual performance evaluation shall be "Satisfactory," "Needs Improvement" and "Unsatisfactory." Effective with the

execution of the Agreement, the overall rating system for an Employee's annual performance evaluation shall be "Outstanding," "Satisfactory," "Needs Improvement," and "Unsatisfactory." At the same time, each individual rating category shall include "Outstanding," "Satisfactory," "Needs Improvement" and "Unsatisfactory."

9.5 Should an Employee receive an Annual Performance Evaluation overall rating of "Unsatisfactory," the Employee shall be entitled to have the unsatisfactory rating reviewed consistent with the following provisions:

a. The review will be conducted by a panel of four persons, two designated by the Executive Director for that purpose and two employees designated by the President of Local 2110 (Annual Performance Evaluation Rating Review Panel).

b. The panel may only have one member of the Employee's Division serving as a reviewing panelist.

c. The panel will meet within 30 business days of receiving the written request for review.

d. There must be agreement from a majority of the members of the panel to overturn the Employee's Unsatisfactory Annual Performance Evaluation rating and to determine the Employee's revised Annual Performance Evaluation Rating.

e. The Annual Performance Evaluation Rating Review Panel shall give the Employee and the Employee's immediate supervisor each a reasonable opportunity to present their positions in writing before rendering the Panel's decision.

f. The Panel, in their consideration of the Employee's appeal of their Annual Performance Evaluation Rating, is not limited in its deliberations to a review of the presentations made by the Employee or the Employee's supervisor. If the Panel considers information other than that presented by the Employee and the Employee's supervisor, then the Panel shall provide that information to the Employee and supervisor and give them an opportunity to respond in writing before the Panel makes a determination.

g. The Panel's decision is final and not subject to the provisions of Article 21: Grievance and Article 22: Arbitration of this Agreement or any other administrative or judicial review process.

h. The panel's decision shall be rendered in writing to the Employee, the Executive Director, or the Executive Director's designee, Local 698's President, the Employee's Supervisor, the Managing Director of the Employee's Division and a copy shall be provided to Human Resources for inclusion in the Employee's personnel file.

ARTICLE 10
RETIREMENT, FLEXIBLE BENEFIT SPENDING, SURVIVOR BENEFIT PLAN & DEFERRED COMPENSATION

10.1 Retirement

a. The Authority shall continue to provide Employees the retirement benefits, optional or otherwise, which the Authority, as a participating employer of the New York State Employees' Retirement System, has provided pursuant to the provisions of the Retirement and Social Security Law of the State of New York or any other applicable statute.

b. Waiver: All Employees for whom membership in the New York State and Local Employees' Retirement System is optional and who choose not to join the New York State and Local Employees' Retirement System are required to acknowledge to the Authority, in writing, waiver of membership.

10.2 Flexible Benefit Spending Plan

The Authority will continue the Flexible Benefit Spending Plan for Employees.

10.3 Survivor Benefit

Upon the death of a retired Employee, the Authority shall pay a Survivor Benefit in the amount of $3,000 to the designated beneficiary of the Employee on file with the Authority at the time of the Retiree's death. A Retired Employee is an Employee who was an Employee of the Authority at the time they elected to retire as a participant of the New York State and Local Employees' Retirement System. The designation of beneficiary and the application for the Survivor Benefit must be filed with the Authority.

10.4 Deferred Compensation Program

All Employees may elect to participate in the Authority's Deferred Compensation Program.

ARTICLE 11
EMPLOYEE HEALTH INSURANCE PROGRAMS

11.1 Health Insurance, Prescription Drug, Dental and Vision Care Benefits

a. Health and Prescription Drug Coverage:

1. The Authority will continue to provide through the New York State Health Insurance Program of the Civil Service Department the health and prescription drug insurance plans and options available to the Authority as a participating employer to active Employees.

2. The Authority will continue to provide for retirees of the New York State and Local Employees' Retirement System who have been employees of the Authority and who retired from the Authority (Retirees), the health and prescription drug insurance plans and options available to the Authority for Retirees through the New York State Health Insurance Program of the Civil Service Department.

3. The Authority will continue to provide conversion of unused sick leave to premium credits to reduce the cost of Retiree health insurance in the New York State Health Insurance Program to the extent such options are available through the New York State Civil Service Department.

b. Dental Benefit Coverage:

1. The Authority will provide Employees the dental plan offered to Management/Confidential New York State Employees through the New York State Civil Service Department available to the Authority as a Participating Employer.

2. The Authority will provide Retirees who retired from the Authority on or after June 1, 2004, benefits required by COBRA for the dental plan offered to active Employees through the New York State Civil Service Department.

c. Vision Benefit Coverage:

1. The Authority will provide Employees the New York State Vision Care Plan offered to Management/Confidential New York State Employees through the New York State Civil Service Department.

2. The Authority will provide those Retirees who retired from the Authority on or after June 1, 2004, the benefits required by COBRA for the New York State Vision Care Plan offered to Management/Confidential New York State Employees through the New York State Civil Service Department.

11.2 <u>Eligibility for Health Insurance, Prescription Drug, Dental and Vision Benefits</u>:

a. For Full-Time Employees:

Full-time Employees shall continue to be eligible for the benefits provided in Section 11.1 in accordance with Section 11.3.

b. For Certain Less Than Full-Time Employees:

Those Employees who are regularly scheduled to work less than thirty-seven and one–half hours but at least eighteen and three quarter hours per workweek will be eligible for the benefits provided by Sections 11.1 in accordance with the provisions of Section 11.3 (f).

11.3 Payment of Premiums

a. (i) The Authority will continue to pay eighty-five percent (85%) and the full-time Employee hired prior to November 1, 2008 will pay fifteen percent (15%) of the premium for the health and prescription drug plan coverage selected by the full-time Employee from those offered by the Authority through the New York State Civil Service Department.

(ii) Provided, however, all Employees hired on or after November 1, 2008 shall pay 15% of the individual coverage and/or 25% of the family coverage of the premium for the health and prescription drug coverage selected by the full-time Employee from those offered by the Authority through the New York State Civil Service Department. The Authority shall pay 85% of individual coverage and 75% of family coverage of such premium cost for such Employees effective November 1, 2008.

b. The Authority will pay ninety two and one half percent (92.5%) and each full-time Employee will pay seven and one-half percent (7.5%) of the annual premiums charged to the Authority by the State of New York for the cost of the Group Health Incorporated ("GHI") Preferred Dental Plan.

c. The Authority will pay ninety two and one half percent (92.5%) and the full-time Employee will pay seven and one-half percent (7.5%) of the annual costs charged to the Authority by the State of New York for the cost of the New York State Vision Care Plan offered to Management/Confidential New York State Employees.

d. Less Than Full-Time Employees.

The Authority will pay a portion of the premium for the health and prescription drug, dental and vision plan coverage selected by certain less than full-time eligible Employee as defined in Section 11.2 (b) from those plans offered by the Authority through the New York State Civil Service Department. That portion is determined by calculating the percentage that the hours in the Authority's full-time workweek bear to the regularly scheduled number of hours per workweek worked by the less than full-time eligible Employee. Thereafter multiply that percentage times the share of any insurance premium the Authority has agreed in Section 11.3 to pay for full-time Employees. However, in no case will the Authority pay more than the percent of any premium payable on behalf of a full time employee.

e. Retirees will continue to be responsible for their portion of the payment of any premiums associated with the benefits provided to Retirees under Section 11.1 and 11.3 (f).

f. Retirees.

(i) Employees will be eligible for retiree health insurance if the Employee has served with the Authority for one year immediately preceding retirement, is enrolled in NYSHIP health insurance at the time of retirement and is otherwise eligible to retire and to meet all NYSHIP requirements to receive such retiree health insurance.

(ii) Pre-January 1, 1983 Retirees. Employees who retired prior to January 1, 1983 shall have individual coverage for health insurance one hundred percent (100%) paid by the Authority and family coverage for health insurance seventy-five percent (75%) paid by the Authority.

(iii) Post-January 1, 1983 Retirees. Employees who retired on or after January 1, 1983 shall have individual coverage for health insurance ninety percent (90%) paid by the Authority and family coverage for health insurance seventy-five percent (75%) paid by the Authority.

11.4 Extension of Coverage

A full-time Employee who is terminated as the result of abolition of a position shall continue to be covered under this Article at the same contribution rate as a full-time Employee for a period not to exceed one year following such termination or until re-employment by the Authority, whichever occurs first.

ARTICLE 12
ATTENDANCE AND LEAVE

12.1 Attendance Rules

The "Attendance Rules for Employees in New York State Departments and Institutions," adopted October 24, 1956, by the Civil Service Commission of the State of New York and all subsequent changes thereto will constitute the rules for attendance for Employees except as amended or altered by this Agreement.

12.2 Hours of Work

a. The normal workday will consist of 7.5 hours and the normal workweek will be five 7.5-hour days for a total of a 37.5-hour workweek.

b. Unless an Employee is permitted variations from this schedule as part of the Authority's annual flextime plan, an Employee's normal work schedule must be within the following parameters:

1. Monday through Friday; and

2. Start time between 8:00 a.m. to 9:00 a.m.; and

3. A minimum one half hour lunch period and a maximum lunch period of one hour; and

4. Workday end time between 4:00 p.m. and 5:30 p.m.

c. Employees will be permitted variations from this schedule only as part of a pre-approved Authority's annual flextime plan. Any Division's annual flextime plan that proposes to permit any Employee to work a schedule outside the Authority's normal hours of work must be provided in writing by the Managing Director to the Executive Director on or before May 15th of each year and must be approved by the Executive Director, or designee, before it may be implemented. The Executive Director or designee's approval shall be issued by June 15th of each year.

d. The annual flextime plans prepared by each Division Director will be coordinated as much as practicable to make flextime available to all Employees while at the same time addressing the operational and supervisory needs of the Authority for the hours between 8:30 a.m. and 5 p.m. Supervisors will be required to administer their Division's flextime plan on an equitable basis.

12.3 Overtime

a. Overtime is defined as hours worked at the request or direction of the Authority in excess of 40 hours in any workweek, Thursday through Wednesday by Employees in positions that are overtime eligible by application of federal and state law. Such Employees shall be paid for such overtime worked at the rate of one and one half times an Employee's annual compensation converted to an hourly rate.

b. In no event shall an Employee be entitled to Overtime unless the Employee is scheduled, requested or directed to work Overtime by the Authority.

12.4 Holiday Observance

a. The following holidays shall be observed by the Authority:

1. New Year's Day
2. Dr. Martin Luther King, Jr., Day
3. Washington's Birthday (Observed)
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Election Day
9. Veteran's Day
10. Thanksgiving Day
11. Day After Thanksgiving Day
12. Christmas Day

b. Election Day shall be designated as a floating holiday.

c. Employees who are required by the Authority to work on a holiday which is not a Floating Holiday will have the option of electing an alternative day off ("Holiday Leave") with prior supervisory approval, which approval will not be unreasonably withheld; or being paid for the holiday at the rate of one tenth of the Employee's biweekly rate of compensation. If the Employee is required by the Authority to work less than a full day on such holiday, the

Employee will have the option of accruing an equivalent amount of time off or being paid at the rate of 1/75 of the Employee's biweekly rate of compensation for each whole hour worked. In no event will an Employee be entitled to Holiday Leave or such compensation unless the Employee is scheduled, requested or directed to work on such holiday by the Authority.

d. An Employee who is entitled to time off with pay on days observed as holidays by the Authority shall be granted compensatory time off when any such holiday falls on a Saturday provided, however, that Employees scheduled, requested or directed to work on any such Saturday may receive additional compensation in lieu of such compensatory time off in accordance with Paragraph (c) Section 4 of this Article. The Authority shall designate a day to be observed as a holiday in lieu of such holiday that falls on Saturday.

e. Holiday Leave credits shall not be added to vacation accruals. An Employee who elects to accrue Holiday Leave credits will be permitted to carry over accrued holiday credits from one year to the next but will not be paid for such accruals if the Employee leaves the service of the Authority.

12.5 Additional Vacation Credit

a. The Authority agrees to grant Employees who have 15 or more years of continuous State and Authority Service, and who are entitled to earn and accumulate vacation credits, additional vacation credit as follows:

Completed Years of Continuous Service	Additional Vacation Credit
15 to 19	1 day
20 to 24	2 days
25 to 29	3 days
30 to 34	4 days
35 or more	5 days

b. Any Employee who completes or has completed 15 or more years of continuous State and Authority service shall be credited with additional vacation on the date of completion of such service, in accordance with the schedule of additional vacation credit, and upon the completion of each additional 12 months of continuous State and Authority service.

c. Nothing contained herein shall be construed to provide for the granting of additional vacation retroactively for periods of service prior to the effective date of this Agreement.

12.6 Vacation Credit Accumulation

a. Vacation credits may be accumulated up to 40 days provided, however, that in the event of death, retirement or separation from service, an Employee

compensated in cash for accrued and unused accumulation may only be so compensated for a maximum of 30 days.

b. An Employee may accumulate more than 40 days of vacation credits during a calendar year provided, however, that the Employee's balance of vacation credits does not exceed 40 days at the end of such calendar year.

12.7 Sick Leave Accumulation

Employees who are entitled to earn and accumulate sick leave credits may accumulate such credits up to a total of 200 days. No more than 200 days of sick leave may be credited for retirement service credit or health insurance premiums on retirement if the Employee retires from the Authority. Sick leave credits may not be used in units of less than one-quarter hour.

12.8 Use of Sick Leave at Half Pay

a. The Authority shall grant sick leave at half pay for personal illness to an Employee eligible for sick leave, subject to the following conditions:

1. The Employee shall have one year or more of continuous State and Authority service; and

2. All of the Employee's accrued leave credits shall have been exhausted; and

3. The cumulative total of all sick leaves at half pay granted to any Employee during the Employee's State and Authority service shall not exceed one week period for each completed six months of the Employee's State and Authority service, and

4. Satisfactory medical documentation shall be furnished and continue to be furnished periodically at the request of the Authority, and

5. Such leave shall not extend a period of appointment or employment beyond such date as it would otherwise have terminated pursuant to law or have expired upon completion of a specified period of service.

b. Sick leave at half pay will not be granted or shall be terminated when the Employee is determined to be permanently disabled and unable to perform the duties of such Employee's position.

c. Nothing contained herein shall supersede the continuous absence provisions of the New York State Civil Service Law and the Rules and Regulations of the New York State Department of Civil Service.

12.9 Use of Personal Leave

The Authority shall not require an Employee to give a reason as a condition for approving the use of personal leave credits provided, however, that prior approval for such use of leave credits is obtained, that the resulting absence will not interfere

with the proper conduct of Authority functions and that an Employee who has exhausted personal leave credits shall charge approved absences necessitated by personal business or religious observance to accumulated Vacation or Overtime credits.

12.10 Leave for Bereavement or Family Illness

a. Employees shall be allowed to charge absences from work, in the event of death or illness in the Employee's immediate family including any members of the Employee's household, against accrued sick leave credits up to a maximum of 15 days in any one calendar year.

b. Requests for leave for family illness shall be subject to approval by the Authority. Such approval shall not be unreasonably withheld.

12.11 Use of Workers' Compensation Leave with Pay

The Authority will adhere to the rules and regulations regarding Workers' Compensation Benefits as set forth in Appendix E attached hereto.

12.12 Maintenance of Time Records

a. No Employee shall be required to punch a time clock or record attendance with a timekeeper. However all Employees shall be required to maintain and submit for approval time records containing such daily information and in the format required by the Authority. Additionally, Employees eligible to earn Overtime shall be required to maintain and submit daily time records showing actual hours worked. Those Employees not eligible to earn Overtime shall additionally maintain and submit daily records of absences and time and leave credits earned and used in accordance with the Section 12.1 hereof (Attendance Rules).

b. Daily records maintained and signed pursuant to Paragraph (a) of this Section will be subject to review and approval by the Employee's supervisor.

12.13 Absence - Extraordinary Circumstances

An Employee who has reported for duty and, because of extraordinary circumstances beyond the Employee's control other than those related to weather conditions, is directed to leave work shall not be required to charge such directed absence during such day against leave credits. For the purposes of this section, breakdowns in heating or air-conditioning equipment shall not be considered as being related to weather conditions. If a state of emergency is declared by the Governor of the State for the geographic region where an Employee is assigned, the Employee shall not be required to work or to charge such absence against leave credits.

12.14 Emergency Duties

Absence or tardiness for direct emergency duties of volunteer firemen, volunteer ambulance squad members, civil defense or civil air patrol volunteers shall be excused by the Authority upon submission by the Employee of proof of the nature and timing of such duties to the satisfaction of the Authority.

ARTICLE 13
EMPLOYEE ASSISTANCE PROGRAM

13.1 The Authority will provide an Employee Assistance Program at the Authority's expense in an amount not to exceed twenty-five dollars ($25) per Employee. The Authority and Local 2110 will jointly designate an Employee Assistance Program representative. The representative will receive confidential reports from the contractor providing the Program regarding the number of contacts made by Employees. The sole purpose of such reports will be to enable the Authority and Local 2110 to jointly evaluate the utilization and effectiveness of the program.

13.2 The Authority will not maintain records regarding the identification of any Employee utilizing the Program whether by name or by any classification without the Employee's consent. No referrals made to the Program will be noted in an individual's personnel file without the Employee's consent.

ARTICLE 14
EMPLOYEE DEVELOPMENT PROGRAM

14.1 The Authority's Employee Development Program is intended to give Employees an opportunity to improve job-related skills and to acquire additional job-related specialized knowledge. The Employee Development Program has as its basic purposes the improvement of Employees' Authority job performance and increasing the number of trained personnel available to fill new and promotional vacancies at the Authority.

14.2 The Authority will reimburse any active Employee for the following:

a. The full tuition cost of any course taken at the direction of the Authority, including books and fees.

b. Seventy five percent (75%) of the cost of tuition, books and fees of any course taken outside the normal hours of work at any college, university or professional or technical school registered with the State of New York Department of Education, on the Employee's own initiative, provided that the course is directly related to the duties of the Employee's current job, or that the course is required in a degree program in which the Employee has enrolled and which relates directly to the Employee's current job; that prior

Authority approval has been obtained and that the Employee provides evidence of tuition payment and satisfactory course completion.

c. Fifty percent (50%) of the cost of tuition, books and fees of any course taken outside the normal hours of work at any college, university or professional or technical school registered with the State of New York Department of Education, on the Employee's own initiative, provided that the course will improve the Employee's general competence for performing the duties of the Employee's current job or a job the Employee can reasonably be expected to assume at the Authority in the future, or that the course is required in a degree program in which the Employee has enrolled and which will improve the Employee's general competence for performing the duties of the Employee's current job or a job the Employee can reasonably be expected to assume at the Authority in the future; that prior Authority approval has been obtained; and that the Employee provides evidence of tuition payment and satisfactory course completion.

d. For Employees reimbursed pursuant to subdivisions b. or c. of this section, if at the end of the calendar year in which such reimbursement took place such reimbursement is subject to federal income taxation for Employees generally, the Authority will reimburse one-half (1/2) of the portion not previously reimbursed.

14.3 The Executive Director or the Executive Director's authorized designee shall determine whether a course meets the criteria for reimbursement specified in this Article and shall approve or disapprove applications for reimbursement.

14.4 If an Employee is entitled to educational benefits for tuition from any other source for courses covered by this Article, the benefits under this Article will be reduced so that the total of all benefits from all sources does not exceed the full tuition charges incurred.

14.5 Applications for benefits under this Article are available from the Authority. Requests for reimbursement must be submitted within one year of the date of application.

14.6 Employees will be limited to a five thousand dollars ($5,000) reimbursement for each calendar year. The estimated amount of reimbursement expected under this Article for any course may be advanced to the Employee, provided such Employee shall have an annual salary not exceeding sixty thousand dollars ($60,000) and shall have been employed by the Authority for at least six months prior thereto, and providing the Employee agrees in writing to promptly reimburse the Authority for any advanced funds which exceed the actual reimbursement such Employee is entitled to hereunder.

14.7 Any Employee who seeks reimbursement for a course/program pursuant to this Article must present proof of successful completion and passing of the course/program before obtaining reimbursement. For those Employees seeking an advancement of the estimated reimbursement for a course/program, submission of

proof of successful completion and a passing grade for the course/program must be submitted within thirty (30) calendar days of the course's/programs' conclusion.

14.8 Effective with the execution of this Agreement, Employees will be eligible under the terms of this Article and subject to the same restrictions of this Article to receive reimbursement for:

a. On-line educational courses from a degree granting institution that the Authority would recognize in determining Employee qualifications for hire or promotion; and

b. Out-of-state college, university or professional or technical school registered with that state; and

c. One hundred percent of (100%) of CLEP examination fees and CLEP course credit, subject to the same conditions of other course reimbursement.

ARTICLE 15
WORKING CONDITIONS

15.1 Safety Standards

a. The Authority agrees that a certain minimum standard of safety must be maintained at its facilities and further that, wherever practicable, the Authority will endeavor to provide safety standards for the protection of Employee well being commensurate with safety standards presently in effect in the private sector. Contract Grievances under this section shall not be arbitrable.

b. The Authority agrees that any building to which the Authority moves its offices will comply with applicable building codes and regulations.

c. The Authority agrees to consider any policy issued by the State of New York concerning Employee protection and the use of video display terminals and to implement such policy wherever prudent and cost-effective.

15.2 Work Out of Title

An Employee may be required to perform the duties of another position on a temporary basis for a reasonable period of time. For purposes of this Article, a reasonable period of time shall mean a period not to exceed 25 workdays. After 25 workdays, the individual performing the duties of another position in a higher grade will be paid at the rate applicable to that position, if the rate is higher than that of the Employee's regular position, until such time that the Employee is no longer performing the duties of that position in the higher grade. Any Employee required to perform a major portion of the duties of another position in a higher grade on a permanent basis shall be promoted to such position. For the purposes of this section, the term "permanent basis" shall mean a period in excess of twelve months.

15.3 Safety and Inclement Weather Gear and Reimbursement for Personal Property Damage at Field Sites

a. The Authority will provide hard hats, safety glasses, rubber boots and rubber rain slickers at field sites for use by field site Employees and those Employees visiting field sites as part of their Authority duties.

b. The Authority will equip all Authority vehicles with a fire extinguisher, flashlight and emergency flares. During the months of November through April all Authority vehicles shall be equipped with snow tires.

c. The Authority agrees to reimburse Employees for loss of or damage to personal property suffered in the course of employment upon the following conditions:

1. Loss of personal property may only be reimbursed if the Authority in advance of the loss authorized the Employee to have the personal property at the work site for the benefit of the Authority

2. In no event shall payment pursuant to this section exceed two thousand five hundred dollars ($2,500).

3. No payment shall be made if it is found that the loss or damage occurred as a result of the negligence of the Employee.

4. No payment shall be made if the loss or damage occurs while the Employee is not using or wearing the protective safety equipment or clothing provided by the Authority as appropriate to the situation.

15.4 Parking

No parking fee will be imposed upon any Employee in any instance where no fee is being imposed as of the date of this Agreement.

ARTICLE 16
SEXUAL HARASSMENT

Sexual harassment, a form of harassment based upon sex, is prohibited by federal and state law. The Dormitory Authority agrees that it will comply with all applicable federal and state laws concerning the prohibition against sexual harassment in the work place.

ARTICLE 17
NO DISCRIMINATION

17.1 Local 2110 agrees to continue to admit all Employees to membership and to represent all Employees without regard to race, creed, color, sex, national origin, age, disability, marital status or sexual orientation.

17.2 The Authority agrees that it will comply with all applicable federal and state laws concerning the prohibition against discrimination in the work place, including the non-discrimination protections afforded Employees by the Public Employees' Fair Employment Act.

ARTICLE 18
TRAVEL AND MOVING EXPENSES

18.1 Meal and Lodging Expenses

The Authority agrees to reimburse eligible Employees for their actual and necessary expenses incurred while in travel status in the performance of their official duties for hotel or motel lodging, meals and incidental expenses related thereto at rates agreed to by Local 2110 and in accordance with rules and regulations established by the Authority.

Employees who are assigned or reassigned to a different official station which is located more than a reasonable day's travel from their former official station shall, for a reasonable period of time as determined by the Authority, be considered to be eligible for reimbursement, pursuant to this section, as if they were in travel status.

18.2 Mileage Allowance

The Authority agrees to provide a maximum mileage allowance for the use of personal vehicles for eligible Employees, in connection with official travel, unless otherwise agreed by Local 2110 and the Authority, at rates allowed by the Internal Revenue Service as rates permissible for such purposes without having to document costs of operation of the vehicle or itemize expenses and in accordance with procedures established by the Authority.

18.3 Relocation Expenses

The Authority agrees to reimburse Employees who are transferred, reassigned or promoted by the Authority for its convenience to locations beyond the IRS defined commuting distance from such Employees' places of residence for reasonable and necessary moving and relocation expenses, subject to the Employee's compliance with the applicable policies and procedures adopted by the Authority.

18.4 Accidental Death and Dismemberment

The Authority will provide, at its expense, insurance coverage against accidental death and dismemberment in the amount of one hundred thousand dollars ($100,000) for all Employees while in travel status on Authority business.

18.5 Alternative Agreement

Travel and transportation expenses will be reimbursed by the Authority in accordance with the Rules and Regulations of the Office of the Comptroller of New York State in the absence of agreement between Local 2110 and Management concerning the rates to be applied in Sections 18.1 and 18.2 of this Article.

ARTICLE 19
COPIES OF AGREEMENT

The Authority agrees to make a copy of this Agreement available to each Employee through access to the Authority's Intranet and to provide each Employee with the reasonable opportunity to copy the Agreement at no expense to the Employee.

ARTICLE 20
DISCIPLINE

20.1 Applicability

The following disciplinary procedure for incompetence and misconduct will apply to all Employees except new Employees while they are serving in their initial probationary period.

20.2 Employee Rights

a. An Employee will be entitled to representation through Local 2110 at each step of the disciplinary procedure, including any discussions concerning resignation or settlement of any proposed or pending disciplinary action.

b. If an employee elects not to be represented by Local 2110 at any step in the disciplinary process provided by this Article 20 and the employee chooses to retain other representation, the employee shall be responsible for all costs associated with that alternative representation.

c. If an Employee requests representation through Local 2110 or an alternative representative as provided for in this Article, and that representative is not available within a reasonable time, then the Authority may proceed with the interrogation, signing of a statement of resignation, or arbitration without the Employee having such representation.

d. No Employee will be required to submit to interrogation concerning alleged incompetence or misconduct unless such Employee is notified in writing in advance of the opportunity of having a Local 2110 or other representative present for such interrogation.

e. The Employee shall be provided a copy of any statement regarding incompetence or misconduct signed by the Employee. Upon receipt by the Authority of the written consent of the Employee, Local 2110 shall be

provided a copy of any statement regarding incompetence or misconduct signed by the Employee.

f. No recording devices or stenographic or other record will be made during an interrogation unless the Employee is advised in advance that a written or electronic record is being made. A copy of such record shall thereafter be supplied to the Employee. Upon receipt by the Authority of the written consent of the Employee, Local 2110 shall be provided a copy of any record made during an interrogation of the Employee by the Authority.

g. In all disciplinary proceedings, the Employee will be presumed innocent until proven guilty, and the burden of proof on all charges will rest upon the Authority. Such burden of proof will be a fair preponderance of the evidence on the record and will in no case require proof beyond a reasonable doubt.

h. An Employee will not be coerced, intimidated or suffer any reprisals either directly or indirectly for exercising their rights under this Agreement.

i. An Employee may waive their rights to any step of the disciplinary processes set forth in this Article. The waiver, if given, must be reduced to a writing signed by the Employee, a copy of which shall be provided to the Employee and their representative.

j. An Employee shall not be disciplined for acts that occurred more than one (1) year prior to the notice of discipline except those acts that would constitute a crime.

k. At such time that an Employee is served with a notice of discipline, Local 698 shall be provided simultaneously with a written or electronic notice that a Notice of Discipline has been served and the name and title of the Employee upon whom the Notice of Discipline was served.

20.3 Actions Not Constituting Discipline

The Authority retains the right to take any of the following actions not constituting discipline without complying with the provisions of this Article including but not limited to:

a. Counseling; written or oral;

b. Verbal warning;

c. Administrative leave with full pay and all benefits provided in Articles 10 and 11 of this Agreement during an investigation.

20.4 Suspension Prior to Notice of Discipline or Completion of Disciplinary Proceedings

a. Prior to service of a Level 2 notice of discipline pursuant to Paragraph (b) of Section 20.7, or completion of the disciplinary process relating thereto,

if the Authority believes either that: (i) there is probable cause to believe that such Employee's continued presence on the job represents an imminent danger to persons or property or (ii) would severely interfere with the operations of the Authority, then the Authority may suspend an Employee without pay for a period not to exceed 30 days. In such circumstance, a notice of discipline shall be served upon the Employee within 72 hours and notice of the service of the notice of discipline shall be provided electronically or in writing to Local 2110.

b. The Authority may place on administrative leave any Employee indicted or charged with the commission of a crime related to that Employee's performance of his or her duties at the Authority, even if the charging party is not the Authority. However the Employee shall receive full pay and all benefits provided in Articles 10 and 11 of this Agreement.

20.5 Resignations Related to Disciplinary Matters

a. An Employee may choose to resign upon such terms and conditions as the Authority may offer and the Employee may accept at any time prior to or after charges of misconduct or incompetence have been served.

b. The Employee may seek representation through Local 2110 or may consult with an alternative representative before agreeing to resign and a reasonable period of time will be afforded for such purpose.

b. A resignation obtained under this Article in a manner inconsistent with this Article will be null and void.

20.6 Settlement

Any disciplinary charges may be settled between the parties, provided the terms of the settlement are reduced to writing and signed by the parties and the terms are not inconsistent with this Agreement. A summary of the nature of the terms of any settlement shall be provided contemporaneously to Local 2110 if the Employee was not represented by Local 2110.

20.7 Disciplinary Proceedings

a. Level 1 Disciplinary Proceedings:

1. The Authority may institute Level 1 disciplinary proceedings as provided by this Paragraph A against an Employee related to the following acts or omissions constituting incompetence or misconduct:

i. Absenteeism,

ii. Tardiness;

iii. Violations of State or Authority Ethics Policies involving

infractions not exceeding $500.00;

iv. Failure to Appropriately Charge Leave Accruals for Absences from Work;

2. A Level 1 Disciplinary Proceeding shall be decided by the Senior Director of Operations upon the written recommendation of the Managing Director having responsibility for the Employee. The Senior Director shall reduce such discipline to writing.

3. The Authority may propose and implement, as appropriate, the following penalties pursuant to a Level I disciplinary proceeding:

   i. Letter of warning;

   ii. Written reprimand,

   iii. Fine or restitution not exceeding $100;

   iv. Loss of accrued time of not more than one workday.

   v. Any combination of the above.

4. Local 2110 or the Employee, may appeal the Level 1 disciplinary charges to the Executive Director or a designee of the Executive Director not involved in the initial determination of the Level 1 Grievance. The appeal must be made in writing within ten business days of receipt by the Employee of the written determination of the Senior Director of Operations. The appeal shall be conducted as an informal meeting with the Executive Director or designee and the Employee wherein the underlying merits of the disciplinary charges and/or the proposed penalty are discussed. The Employee may have representation by Local 2110 at the meeting and may present those documents the Employee reasonably deems appropriate concerning the merits of the disciplinary charges. The meeting with the Executive Director or designee shall be held within 20 business days from receipt by the Executive Director of the appeal or at such later time as Local 2110 and the Executive Director or designee may agree.

5. The Executive Director or designee may conduct such investigations, as he or she may deem relevant before rendering a determination on the Employee's appeal.

6. The Executive Director or designee may confirm the Level 1 disciplinary charges in whole or in part; may dismiss the charges; and may sustain the proposed penalty or institute a different penalty provided the penalty is within the scope of the penalties authorized for Level 1 disciplinary proceedings in this Article.

7. The Employee shall have ten business days from receipt of the Executive Director's or designee's determination on the appeal to file with the Executive Director, if desired, a written response to the determination and a copy of that response shall be placed in the

Employee's personnel file.

8. There will be no appeal or review in any forum from the Executive Director or designee's determination in a Level 1 Disciplinary Proceeding.

9. The Authority may only initiate a Level 1 disciplinary proceeding against the same Employee for the same offense once in a thirty-six month period before the Authority is required to initiate disciplinary proceedings for the same offense pursuant to Section 20.7 (b) of this Article. The Authority shall only initiate three Level 1 disciplinary proceedings against the same Employee for unrelated offenses within a five-year period before the Authority is required to initiate any further disciplinary proceedings pursuant to Section 20.7 (b) of this Article for the subject five-year period.

10. A Level 1 disciplinary proceeding letter of warning or reprimand shall be removed from Employee's personnel file after five years if within that period the Employee has not been counseled or disciplined upon the same ground.

b. Level 2 Disciplinary Proceedings

1. The Authority may institute Level 2 disciplinary proceedings against an Employee consistent with this Paragraph "b." relating to acts or omissions by the Employee constituting misconduct or incompetence.

2. A Level 2 disciplinary proceeding will commence with service of a notice of discipline on the Employee.

   i. Where service is by personal delivery, such service will be deemed complete upon delivery. If an Employee cannot reasonably be served by personal service, a copy may be served by mailing to the Employee's last provided home address and such service shall be deemed complete five business days after such mailing. Local 2110 shall also be notified electronically or in writing of the service of charges on an Employee at the time the Employee is served.

   ii. The Level 2 notice of discipline served on the Employee will include:

      aa. A copy of the Employee Rights pursuant to this Article; and

      bb. A written notice of discipline setting forth the specific nature of the charges of misconduct or incompetence and the kind of penalty sought; and

      cc. A copy of this Article.

3. The Employee, with notice to Local 2110, or Local 2110 may

object to a Level 2 notice of discipline by filing with the Executive Director or designee a written disciplinary grievance within 15 business days of the Employee being served with a Level 2 notice of discipline. The disciplinary grievance must state whether the objection is to the charge, the facts alleged or to the proposed penalty. The timely filing of such disciplinary grievance shall constitute a demand for arbitration. The filing of such a disciplinary grievance shall be complete on:

i. The date hand delivered to the Executive Director or designee; or,

ii. The date of mailing by certified or registered mail, return receipt or proof of delivery requested. The date of mailing shall be the date stamped on the official postal receipt provided by the U.S. Post Office for registered or certified mail and not any date stamped on the return receipt. Only if the official receipt for the registered or certified mail is produced undated by the U. S. Post Office, will the date of the postmark on the envelope that contained the grievance be acceptable. No other documentation or evidence of the date of such mailing will be acceptable.

4. Any penalty proposed in a Level 2 notice of discipline may not be implemented until:

i. Local 2110 or the Employee fails to file a disciplinary grievance within the fifteen (15) business days of the service of the notice of discipline; or

ii. Having filed a disciplinary grievance, Local 2110 or the Employee elects not to pursue it in a timely manner; or

iii. The penalty is upheld by the disciplinary arbitrator or a different penalty is determined by the arbitrator to be appropriate; or

iv. The matter is settled.

5. Within ten (10) business days of receipt of a Disciplinary Grievance, the Executive Director or designee shall direct the Senior Director of Operations or his or her designee to initiate the Disciplinary Arbitration process consistent with the provisions of Article 22: Arbitration of this Agreement.

ARTICLE 21
CONTRACT GRIEVANCES

21.1 Policy

In order to enjoy a harmonious and cooperative relationship between the Authority and its Employees, it is the declared policy of the Authority to provide for the settlement of differences concerning this Agreement through an orderly Contract Grievance Procedure and to assure Employees the right of adjusting Contract Grievances without fear of reprisal. Local 2110 shall have the exclusive right to commence a Contract Grievance as defined in Section 21.2 of this Article on behalf of itself or any Employee.

21.2 Contract Grievance

A Contract Grievance is a dispute concerning the interpretation, application or claimed violation of a specific term or provision of this Agreement, except that matters provided for by statute or administrative procedures applicable to the Authority will not be considered Contract Grievances or subject to review by an arbitrator as provided in this Article 21.

21.3 Procedure Relating to Contract Grievances

a. Step 1 of the Contract Grievance Process:

1. A Contract Grievance shall be commenced by the submission of the alleged grievance in writing to the Authority's Senior Director of Operations not later than 30 business days after the date on which the act or omission giving rise to the alleged Contract Grievance occurred. Only a designated officer of Local 2110 may initiate contract Grievances. The Contract Grievance shall identify the specific term or provisions of the Agreement alleged to have been violated and shall contain a short, plain statement of the nature of the grievance, the facts surrounding it, the names and positions of the individual Employees affected and the specific remedy sought. The date of initiation of the alleged Contract Grievance shall be the date on which the Senior Director of Operations, or designee, received the written Contract Grievance.

2. The Senior Director of Operations shall convene a meeting with Management's representatives (the appropriate supervisor and the applicable Managing Director), the Local 2110 President or designee and such other persons as the Senior Director of Operations determines to be appropriate in an attempt to resolve the filed Contract Grievance. Such meeting will be held within thirty (30) business days of the Authority's receipt of the written grievance. Both Management's designated representatives and the President of Local 2110 shall be given written notice of the time and place for the meeting at least five (5) business days in advance

of the meeting and shall have a reasonable opportunity to present witnesses and documents in support of their respective positions concerning the Contract Grievance. Local 2110's President and Management's representatives are required to make a concerted good faith effort to reach an amicable resolution of the Contract Grievance at this stage of the Contract Grievance process. The Senior Director of Operations may schedule additional follow-up meetings with the parties should the parties agree that such meetings could be reasonably expected to advance the potential resolution of the Contract Grievance.

3. The Senior Director of Operations shall have the authority to determine that there has been no violation of the contract, sustain the grievance or negotiate an appropriate settlement of the grievance. The Senior Director of Operations shall reduce his decision to writing and a copy shall be provided to each party and to the Executive Director of the Authority. Such decision shall be rendered within thirty (30) business days of the date of the last meeting described in Section 21.3 (a)(2).

b. Step 2 of the Contract Grievance Process:

1. In the event that Local 2110 does not accept the disposition of the Contract Grievance by the Senior Director of Operations at Stage 1, the President of Local 2110 may file a Demand for Arbitration in writing with the Senior Director of Operations and provide a copy to the Executive Director. The Demand for Arbitration must be filed within 20 business days of receipt by Local 2110 of the Senior Director of Operations' Stage 1 determination and shall identify the grievance involved, the specific term or provisions of the Agreement alleged to have been violated, and the specific remedy sought.

2. The Demand for Arbitration shall be referred by the Senior Director of Operations for processing consistent with the provisions set forth in Article 22: Arbitration of this Agreement.

c. In no event shall there be relief on a Contract Grievance for any act or omission that occurred more than thirty business days before the Contract Grievance was filed with the Senior Director of Operations.

d. All time limits set forth in this Article may be waived by mutual agreement of the parties.

e. Working or business days shall mean Monday through Friday, excluding holidays officially recognized by the Authority, unless otherwise specified in this Agreement.

f. Local 2110 may withdraw a Contract Grievance at any time provided that any such withdrawal is in writing and filed with the Senior Director of Operations

g. Any resolution reached on a Contract Grievance will constitute precedent

only if the President of Local 2110 and the Executive Director agree that such resolution will have such effect.

ARTICLE 22
ARBITRATION

22.1 Local 2110 and the Authority jointly agree to the creation of a panel of arbitrators to serve as arbitrators during the term of this Agreement and thereafter until a successor agreement is negotiated for the resolution of grievances pursuant to Articles 20 and 21 of this Agreement. The panel of arbitrators is attached as Appendix F to this Agreement and shall be administered by the Senior Director of Operations or his or her designee. Assignment of an arbitrator to a specific grievance shall be by rotation among the panel of arbitrators. An arbitrator may be removed immediately from the panel upon mutual agreement of both parties or demand by either party. The removed arbitrator shall be replaced within sixty days by another arbitrator appointed by mutual agreement of the parties.

22.2 All fees and expenses of the arbitrator, if any, shall be divided equally between the Authority and Local 2110 (or the Employee if in a disciplinary arbitration the Employee is not represented by Local 2110). Each party shall bear the cost of preparing and presenting its own case. Either party may at its own expense obtain a transcript at arbitration and shall furnish a copy to the arbitrator and to the other party.

22.3 Arbitrations, pursuant to this Article, shall be held at offices of the Authority where practicable.

22.4 Arbitrators shall conduct a hearing on any assigned grievance after being assigned. Each party to the grievance is to be provided a reasonable opportunity to examine and cross-examine witnesses and present evidence. The arbitrator's written decision shall be rendered within thirty business days of the close of the hearing, or within such other period as may have been mutually agreed to by the parties. The arbitrator's decision shall be final and binding upon the parties and not subject to further review or appeal to any forum, except as provided under Article 75 of the New York Civil Practice Law and Rules.

22.5 <u>Arbitrator's Authority</u>

a. Contract grievance arbitrators shall have the authority to sustain or deny the contract grievance.

b. Disciplinary arbitrators shall confine themselves to determinations of guilt or innocence of the charges set forth in the notice of discipline and the appropriateness of proposed penalties. Disciplinary arbitrators shall also have the authority to review the Authority's basis for all or part of the suspension without pay of an Employee instituted pursuant to Section 20.7 of this Article.

c. All arbitrators shall have the authority to resolve a claimed failure to follow the procedural provisions of this Article or Article 21, including, but not limited to, the timeliness of the filing of the grievance.

d. All arbitrators shall not add to, subtract from nor modify the provisions of this Agreement.

e. All arbitrators shall confine themselves to the precise issue submitted for arbitration and will have no authority to determine any other issues not so submitted, nor will the arbitrator submit observations or declarations of opinion which are not essential in reaching the determination.

f. Disciplinary arbitrators shall not consider the fact that the Authority has temporarily reassigned an Employee rather than suspending the Employee without pay for any purpose.

g. All arbitrators will have the authority to devise an appropriate remedy and/or penalty including an increase or decrease in the penalty sought by the Authority, but limited to a penalty which the Authority could have proposed.

h. Disciplinary arbitrators may consider the Employee's entire record of employment with the Authority with respect to the appropriateness of the penalty to be imposed.

i. If either party raises an issue of arbitrability, the arbitrator must determine arbitrability before proceeding to a hearing on the merits of the claim.

j. All arbitrators shall provide a copy of their decisions in writing to the parties.

ARTICLE 23
EMPLOYEE OPPORTUNITIES

As new permanent positions are created and existing positions become vacant, the Authority will provide Employees 14 calendar days notice of any position to be filled. The notice will be provided on the Authority's Intranet and will include the description of the positions proposed to be filled and the qualifications for the positions.

ARTICLE 24
PROBATION

24.1 After the effective date of this Agreement, a probationary term of no less than 26 weeks must be successfully served by any Employee appointed to any position.

24.2 The probationary term starts on the first day the Employee starts work in the position for which a probationary term is required to be served.

24.3 An Employee's probationary term may be extended once for another 26 week

period to a total of 52 weeks upon the prior approval of the Managing Director of the Division in which the position belongs and the approval of the Executive Director or his designee.

24.4 If the probationary Employee's job performance is unsatisfactory, their appointment may be terminated at any time after eight weeks and before completion of the probation period.

24.5 If the probationary Employee's conduct is unsatisfactory, their appointment may be terminated at any time during the probationary period.

24.6 If a probationary Employee is absent from their position because of an approved leave greater than a total of five days, the probationary period's minimum and maximum periods shall be extended by the period(s) of such approved leave(s).

24.7 Unapproved leaves by a probationary Employee shall be considered as time served in the probationary period.

24.8 An Employee serving a probationary period shall not be covered by Article 21: Discipline, or Article 26: Job Security of this Agreement with respect to the probationary position. Additionally, an Employee serving a probationary period shall not be covered by the provisions of Article 20: Contract Grievance for matters related to their probationary performance.

24.9 An Employee who has successfully completed the probationary period in a position and who is appointed to another probationary position, will be entitled to return to the former position:

a. If the Employee requests such reinstatement within the first eight weeks of the probationary period; or

b. If the Authority determines that the Employee will not satisfactorily complete probation.

24.10 A probationary Employee shall receive written notice of the fact that he or she has not satisfactorily passed probation.

24.11 An Employee, who seeks reinstatement to their prior position at the Authority after resigning from the Authority, shall serve a new probationary period in that position.

24.12 An Employee, who is laid off from the Authority and recalled to the same position within one year, shall not be required to serve another probationary period if the Employee had successfully completed probation for that position prior to being laid off.

ARTICLE 25
UNEMPLOYMENT BENEFITS

The Authority shall grant any Employee unemployment benefits which shall be the equivalent of those to which the Employee would be entitled if the Authority were a participating employer pursuant to the Unemployment Insurance Law of the State of New York

ARTICLE 26
JOB SECURITY

26.1 Layoff Procedure

a. Sequence: In the event of a reduction in the work force in a Job Title within the bargaining unit, the Employee within the affected Job Title with the least service seniority shall be the first laid off. Service Seniority is defined in Section 26.2.

b. Bumping Rights: An Employee who is laid off shall be entitled to displace ("bump") an Employee in an equal or lower Job Title within the bargaining unit, provided the Employee has more service seniority than the Employee being bumped and the Employee meets the minimum qualifications of the equal or lower Job Title. An Employee who is bumped shall be entitled to bump an Employee in an equal or lower Job Title within the bargaining unit in like fashion as set forth above until the last Employee eligible to bump another Employee has had the opportunity to do so.

c. Notice of Layoff: The Authority shall provide an Employee who is to be laid off with written notice of the layoff at least thirty calendar days prior to the effective date of the layoff. If not, the Authority shall pay the Employee the equivalent of one day's pay at the Employee's daily rate of pay for each day of notice short of the thirty-day notice requirement.

d. Insurance Benefits: An Employee who has been laid off shall remain eligible to receive all of the benefits provided in Article 11 of this Agreement for a period of one year following such layoff. Such benefits shall be provided at the Authority's expense to the same extent as if the Employee had not been laid off. Thereafter, such Employee may continue in such plans at the Employee's own expense for the period allowed by applicable law.

26.2 Employee Service Seniority

a. Employee service seniority will be determined in the event of a lay-off of Employees by the Authority as follows:

1. For Employees other than those who were in a Field Representative Job Title at the Authority on April 1, 2003:

i. Service seniority shall be first determined by the length of continuous service with the Authority.

ii. In the event that application of Section 26.2(a)(1)(i) is insufficient to resolve the relative service seniority of all Employees holding the affected Job Title, the service seniority of the remaining Employees holding the affected Job Title shall be determined by ascertaining the length of continuous service with the Authority and with the State of New York. For purposes of this Article, service with the State of New York shall include service with any entity that was a participating Employer in the New York State and Local Employees' Retirement System (ERS) at the time of the service and the number of years of service shall be those years of service determined by the ERS consistent with its rules and regulations to be creditable to the Employee. The Employee holding the affected Job Title having the greater length of combined continuous service with the Authority and with the State of New York shall be deemed more senior than the remaining affected Employees and so on.

2. For Employees serving in any of the Field Representative Job Titles at the Authority on or before April 1, 2003:

i. Service seniority is determined by ascertaining the length of continuous service with the Authority measured from April 1, 2003. The Employee in the affected Job Title with the most continuous service with the Authority shall be deemed the most senior Employee.

ii. In the event of equal lengths of continuous service with the Authority measured from April 1, 2003, the most senior Employee in the affected Job Title will be determined by the length of continuous service with the Authority in any capacity and then by service with the State of New York as defined in Section 26.2(a)(1)(ii).

b. Notwithstanding Subsection (a) and for the purpose of this Agreement, an Employee on an unpaid leave of absence for a period of six months or less shall continue to accrue seniority. Thereafter, no seniority shall accrue until the Employee returns to work at the Authority.

26.3 Recall Rights

a. An Employee who is laid off shall have the following rights of recall, which shall be applicable to any F/T or LF/T Employee lay off by the Authority, and shall extend for a period of one year following the effective date of the layoff.

b. Recall to Same Job Title within the Bargaining Unit: When there is a vacancy or an increase in the workforce in the Job Title within the Bargaining Unit from which an Employee has been laid off, the Authority shall first recall the Employee who was in the affected Job Title within the Bargaining Unit with the most service seniority. This process shall be followed until a recalled Employee accepts the available position or until each laid off Employee who was within the affected Job Title within the Bargaining Unit has been notified of the recall, whichever occurs first.

c. Recall to a Different Job Title within the Bargaining Unit: When there is a vacancy in a new or an existing Job Title within the bargaining unit, the Authority shall first offer the position to the laid off Employee with the most service seniority, provided the Employee meets the minimum qualifications of the Job Title. This process shall be followed until the position is filled in accordance with this Agreement, or until each laid off Employee has been notified of the recall, whichever first occurs.

d. Notice of Recall: The Authority shall notify the recalled Employee of the available position by giving written notice thereof. Such notice will be given by registered or certified mail with return receipt requested, to the Employee's last address as it appears in the records of the Authority. If the recalled Employee does not respond within fourteen calendar days of receipt of the notice, either in person or in writing, or if the Employee declines to accept the position, the Employee shall be deemed to have resigned.

e. Change of Address: A laid off Employee must notify the Authority of any change of address or telephone number.

ARTICLE 27
BENEFITS GUARANTEED

All existing rules, regulations, practices, benefits and general working conditions previously provided and allowed by the Authority, unless specifically excluded by this Agreement, shall remain in full force and effect, provided, however, that this Agreement shall be construed consistently with the free exercise of rights reserved to the Authority by Article 5 of this Agreement.

ARTICLE 28
CONCLUSION OF COLLECTIVE NEGOTIATIONS

This Agreement is the entire agreement between the Authority and Local 2110 terminates all prior agreements and understandings and concludes all collective negotiations during its term except as specifically set forth in Article 29 of this Agreement. During the term of this Agreement, neither party will unilaterally seek to modify its terms through legislation or any other means. The parties agree to support jointly any legislation or administrative action necessary to implement the provisions of this Agreement. The

parties acknowledge that except as otherwise expressly provided herein, they have fully negotiated with respect to the terms and conditions of employment and have settled them for the term of this Agreement in accordance with the provisions thereof.

ARTICLE 29
SEVERABILITY

In the event that any article, section or portion of this Agreement is found to be invalid by a decision of a tribunal of competent jurisdiction or shall have the effect of loss to the Authority of funds made available through federal law, then such specific article, section or portion specified in such decision or having such effect shall be of no force and effect, but the remainder of this Agreement shall continue in full force and effect. Upon the issuance of such a decision or the issuance of a ruling having such effect of loss of federal funds, then either party shall have the right immediately to reopen negotiations with respect to a substitute for such article, section or portion of this Agreement involved. The parties agree to use their best efforts to contest any such loss of federal funds that may be threatened.

ARTICLE 30
DURATION OF AGREEMENT

The term of this Agreement shall become effective on April 1, 2007, and shall remain effective through March 31, 2011, and for such further period as may be agreed upon by both parties. All terms and conditions set forth in this Agreement shall remain in full force and effect until the parties have executed a new agreement.

ARTICLE 31
AVAILABILITY OF FUNDS

It is agreed that the Authority will use its best efforts to secure funds to carry out fully the terms of this Agreement. However, if funds are not available to the Authority to carry out the terms of this Agreement, the Authority shall carry out such portion of this Agreement as may be agreed upon between the Authority and Local 2110, and failure to agree shall be deemed a Contract Grievance within the meaning of this Agreement.

ARTICLE 32
LABOR/MANAGEMENT COMMITTEE

The Authority and Local 2110 shall establish Labor Management Committees to meet and confer in good faith on matters of mutual interest with regard to issues identified by Employees and the Authority.

Each Committee shall consist of three designees of the Authority and three designees of Local 2110.

The Authority designees shall meet with Local 2110 designees at mutually agreed upon times to discuss and attempt to resolve matters of mutual concern. At the request of the other party, each party shall submit a written agenda at least fourteen (14) business days in advance of the meeting. Meetings shall be held at least quarterly, subject to the agenda for any such meeting having been mutually agreed upon in advance.

The topics for these Committees may include, but will not be limited to, healthcare and other insurance benefits, prevention of workplace/domestic violence, and return to work/transitional programs.

The results of a labor/management meeting held pursuant to this Article shall not contravene any term or provision of this Agreement or exceed the authority of the management at the level at which the meeting occurs and shall not be subject to the provisions of Articles 21 and 22, Grievance and Arbitration Procedure.

ARTICLE 33
APPROVAL OF THE LEGISLATURE

33.1 IN ACCORDANCE WITH SECTION 204-A OF THE PUBLIC EMPLOYEES' FAIR EMPLOYMENT ACT, IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

33.2 All other provisions set forth in this Agreement shall become binding upon the execution of this Agreement by the Authority and Local 2110. Neither the Authority nor Local 2110 shall refuse to execute this Agreement because the approvals referred to in Section 33.1 have not yet been obtained.

[INTENTIONALLY LEFT BLANK]

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives.

LOCAL 2110 OF THE UNITED AUTO WORKERS

By _____
President

Date 9/20/10

INTERNATIONAL UNION, UAW

By _____
International Representative

Date 10/13/10

DORMITORY AUTHORITY OF THE STATE OF NEW YORK

By _____
Executive Director

Date 9-20-08

ACKNOWLEDGEMENTS OF OFFICERS EXECUTING AGREEMENT

State of New York)
) ss:
County of Albany)

On the 30th day of September in the year 2008, before me personally came Paul T. Williams, Jr. to me known, who, being duly sworn, did depose and say that (s)he resides in Westchester County, State of New York; that (s)he is the Executive Director of the Dormitory Authority of the State of New York, the corporation described in and which executed the above Agreement; and the (s)he signed their name thereto by order of the members of the Board of said corporation.

Kristen McHale (Costello)
Notary Public

KRISTEN MCHALE
Notary Public, State of New York
Qualified in Albany County
No. 01MC6141866
Commission Expires Feb. 27, 2010

State of New York)
) ss:
County of Suffolk)

On the 30 day of September the year 2008 before me personally came Maida Rosenstein to me known, who, being duly sworn, did depose and say that (s) he resides in New York County, State of New York; that (s)he is the President of the Local 2110 of the United Auto Workers, the labor organization described in and which executed the above Agreement; and that (s)he signed their name thereto by order of the Executive Board of said labor organization and that the members of said labor organization did ratify said Agreement by a vote of the membership on the 30 day of September 2008.

Notary Public

DIANE G. LANIGAN
NOTARY PUBLIC STATE OF NEW YORK
NO 01LA4672253
QUALIFIED IN SUFFOLK COUNTY
COMMISSION EXPIRES 3/30/2014

State of New York)
) ss:
County of _____)

On the ____ day of _____ in the year 2008, before me personally came _____ to me known, who, being duly sworn, did depose and say that (s)he resides in _____ County, State of New York; that (s)he is the _____ of the International Union of the United Auto Workers., the labor organization described in and which executed the above Agreement; and that (s)he signed their name thereto by order of the _____ of said labor organization and that the members of said labor organization did ratify said Agreement by a vote of the membership on the _____ day of _____ 2008.

_____
Notary Public

APPENDIX "A"

Schedule A - UAW Titles generated as of 4-16-08

	A	B	C	D	E	F
1	Count	Job Title	SG	Classification	Org Level 1	Org Level 4
2	3	Administrative Assistant	B2	Para & Entry Level Prof	Executive	Real Property
3		Administrative Assistant	B2	Para & Entry Level Prof	Executive	Real Property
4		Administrative Assistant	B2	Para & Entry Level Prof	Public Fin & Port Monitor	Pub Fin/Port Mon Admin
5	2	Associate Counsel	B5	Manager or Equivalent	Counsel	Counsel
6		Associate Counsel	B5	Manager or Equivalent	Counsel	Counsel
7	1	Asst Dir, Opp Programs	B5	Manager or Equivalent	Executive	Opportunity Programs
8	2	Asst Dir, Portfolio Mgt	B5	Manager or Equivalent	Public Fin & Port Monitor	Portfolio Monitoring
9		Asst Dir, Portfolio Mgt	B5	Manager or Equivalent	Public Fin & Port Monitor	Portfolio Monitoring
10	1	Contract Comp Auditor	B3	Professional	Executive	Opportunity Programs
11	1	MWBE Bus Dev & Out Coord	B3	Professional	Executive	Opportunity Programs
12	6	Office Assistant	B1	Clerical	Executive	Opportunity Programs
13		Office Assistant	B1	Clerical	Executive	Opportunity Programs
14		Office Assistant	B1	Clerical	Executive	Opportunity Programs
15		Office Assistant	B1	Clerical	Executive	Opportunity Programs
16		Office Assistant	B1	Clerical	Public Fin & Port Monitor	Pub Fin/Port Mon Admin
17		Office Assistant	B1	Clerical	Public Fin & Port Monitor	Pub Fin/Port Mon Admin
18	3	Opp Progs Analyst	B3	Professional	Executive	Opportunity Programs
19		Opp Progs Analyst	B3	Professional	Executive	Opportunity Programs
20		Opp Progs Analyst	B3	Professional	Executive	Opportunity Programs
21	1	Opp Progs Specialist	B2	Para & Entry Level Prof	Executive	Opportunity Programs
22	1	Policy Analyst	B3	Professional	Executive	Budget
23	4	Portfolio Analyst	B3	Professional	Public Fin & Port Monitor	Portfolio Monitoring
24		Portfolio Analyst	B3	Professional	Public Fin & Port Monitor	Portfolio Monitoring
25		Portfolio Analyst	B3	Professional	Public Fin & Port Monitor	Portfolio Monitoring
26		Portfolio Analyst	B3	Professional	Public Fin & Port Monitor	Portfolio Monitoring
27	6	Real Property Analyst	B3	Professional	Executive	Real Property
28		Real Property Analyst	B3	Professional	Executive	Real Property
29		Real Property Analyst	B3	Professional	Executive	Real Property
30		Real Property Analyst	B3	Professional	Executive	Real Property
31		Real Property Analyst	B3	Professional	Executive	Real Property
32		Real Property Analyst	B3	Professional	Executive	Real Property
33	1	Real Property Spec	B2	Para & Entry Level Prof	Executive	Real Property
34	2	Sr Counsel	B4	Sr Professional	Counsel	Counsel
35		Sr Counsel	B4	Sr Professional	Counsel	Counsel
36	3	Sr Financial Analyst	B4	Sr Professional	Public Fin & Port Monitor	Public Finance
37		Sr Financial Analyst	B4	Sr Professional	Public Fin & Port Monitor	Public Finance
38		Sr Financial Analyst	B4	Sr Professional	Public Fin & Port Monitor	Public Finance
39	1	Sr Real Property Analyst	B4	Sr Professional	Executive	Real Property
40	**38**	**Total UAW Count**				

APPENDIX "B"

Schedule B - CSEA Titles generated as of 4-16-08

	A	B	C	D	E	F
1	Count	Job Title	SG	Classification	Org Level 1	Org Level 4
2	14	Accountant	B2	Para & Entry Level Prof	Construction	Construction Reporting
3		Accountant	B2	Para & Entry Level Prof	Construction	Construction Reporting
4		Accountant	B2	Para & Entry Level Prof	Executive	Budget
5		Accountant	B2	Para & Entry Level Prof	Executive	Budget
6		Accountant	B2	Para & Entry Level Prof	Finance & Info. Services	Accounts Payable
7		Accountant	B2	Para & Entry Level Prof	Finance & Info. Services	Accounts Payable
8		Accountant	B2	Para & Entry Level Prof	Finance & Info. Services	Accounts Payable
9		Accountant	B2	Para & Entry Level Prof	Finance & Info. Services	Accounts Payable
10		Accountant	B2	Para & Entry Level Prof	Finance & Info. Services	Accounts Payable
11		Accountant	B2	Para & Entry Level Prof	Finance & Info. Services	Accounts Payable
12		Accountant	B2	Para & Entry Level Prof	Finance & Info. Services	Financial Management
13		Accountant	B2	Para & Entry Level Prof	Finance & Info. Services	Financial Management
14		Accountant	B2	Para & Entry Level Prof	Finance & Info. Services	Investments
15		Accountant	B2	Para & Entry Level Prof	Finance & Info. Services	Investments
16	28	Administrative Assistant	B2	Para & Entry Level Prof	Construction	C S Administration
17		Administrative Assistant	B2	Para & Entry Level Prof	Construction	Construction Contracts
18		Administrative Assistant	B2	Para & Entry Level Prof	Construction	Construction Contracts
19		Administrative Assistant	B2	Para & Entry Level Prof	Construction	Construction Contracts
20		Administrative Assistant	B2	Para & Entry Level Prof	Construction	CSS Administration
21		Administrative Assistant	B2	Para & Entry Level Prof	Construction	CUNY
22		Administrative Assistant	B2	Para & Entry Level Prof	Construction	CUNY
23		Administrative Assistant	B2	Para & Entry Level Prof	Construction	CUNY
24		Administrative Assistant	B2	Para & Entry Level Prof	Construction	CUNY
25		Administrative Assistant	B2	Para & Entry Level Prof	Construction	NYC Courts
26		Administrative Assistant	B2	Para & Entry Level Prof	Construction	NYC Courts
27		Administrative Assistant	B2	Para & Entry Level Prof	Construction	NYC Health & Hosp. Corp.
28		Administrative Assistant	B2	Para & Entry Level Prof	Construction	NYC Programs
29		Administrative Assistant	B2	Para & Entry Level Prof	Construction	Project Administration
30		Administrative Assistant	B2	Para & Entry Level Prof	Construction	Project Administration
31		Administrative Assistant	B2	Para & Entry Level Prof	Construction	Quality Assurance Admin
32		Administrative Assistant	B2	Para & Entry Level Prof	Construction	Statewide Fac. - Upstate
33		Administrative Assistant	B2	Para & Entry Level Prof	Construction	Statewide Fac. - Upstate
34		Administrative Assistant	B2	Para & Entry Level Prof	Construction	Statewide Fac. - Upstate
35		Administrative Assistant	B2	Para & Entry Level Prof	Construction	Statewide Fac. - Upstate
36		Administrative Assistant	B2	Para & Entry Level Prof	Construction	Statewide Fac. Downstate
37		Administrative Assistant	B2	Para & Entry Level Prof	Construction	Statewide Fac. Downstate
38		Administrative Assistant	B2	Para & Entry Level Prof	Construction	Statewide Fac. Downstate
39		Administrative Assistant	B2	Para & Entry Level Prof	Construction	Statewide Fac. Downstate
40		Administrative Assistant	B2	Para & Entry Level Prof	Executive	Bldg Services-Albany
41		Administrative Assistant	B2	Para & Entry Level Prof	Executive	Environmental Affairs
42		Administrative Assistant	B2	Para & Entry Level Prof	Executive	Environmental Affairs
43		Administrative Assistant	B2	Para & Entry Level Prof	Finance & Info. Services	Finance Administration
44	1	Analyst, FMS	B3	Professional	Finance & Info. Services	Applications Support
45	5	Architect	B4	Sr Professional	Construction	NYC Programs
46		Architect	B4	Sr Professional	Construction	NYC Programs
47		Architect	B4	Sr Professional	Construction	QA Statewide Programs

Schedule B - CSEA Titles generated as of 4-16-08

	A	B	C	D	E	F
1	Count	Job Title	SG	Classification	Org Level 1	Org Level 4
48		Architect	B4	Sr Professional	Construction	QA Statewide Programs
49		Architect	B4	Sr Professional	Executive	Executive Direction
50	1	Assoc Mgr, Com&Mktg (O/T)	B5	Manager or Equivalent	Executive	Communications
51	2	Associate Counsel	B5	Manager or Equivalent	Counsel	Counsel
52		Associate Counsel	B5	Manager or Equivalent	Counsel	Counsel
53	1	Asst Bldg Control Tech	B2	Para & Entry Level Prof	Executive	Bldg Services-Albany
54	2	Asst Construction Analyst	B2	Para & Entry Level Prof	Construction	Construction Contracts
55		Asst Construction Analyst	B2	Para & Entry Level Prof	Construction	Facility Management
56	1	Asst Dir, Const Fund Acct	B5	Manager or Equivalent	Construction	Construction Reporting
57	1	Asst Dir, Cost Control	B5	Manager or Equivalent	Construction	Const Cont Admin
58	1	Asst Dir, Financial Mgt	B5	Manager or Equivalent	Finance & Info. Services	Financial Management
59	1	Asst Dir, Financings	B5	Manager or Equivalent	Finance & Info. Services	Financial Management
60	3	Asst Dir, Information Sys	B5	Manager or Equivalent	Finance & Info. Services	Applications Support
61		Asst Dir, Information Sys	B5	Manager or Equivalent	Finance & Info. Services	Infrastructure
62		Asst Dir, Information Sys	B5	Manager or Equivalent	Finance & Info. Services	Internet/Intranet
63	1	Asst Dir, Public Finance	B5	Manager or Equivalent	Public Fin & Port Monitor	Public Finance
64	1	Asst Dir, Risk Mgt & Safe	B5	Manager or Equivalent	Executive	Risk Management & Safety
65	1	Asst Interior Designer	B2	Para & Entry Level Prof	Construction	Interior Design
66	1	Asst Office Manager	B2	Para & Entry Level Prof	Executive	Client Outreach & NYC Ope
67	1	Asst Opp Progs Analyst	B2	Para & Entry Level Prof	Executive	Opportunity Programs
68	4	Asst Project Manager	B2	Para & Entry Level Prof	Construction	Code Compliance
69		Asst Project Manager	B2	Para & Entry Level Prof	Construction	JOC's
70		Asst Project Manager	B2	Para & Entry Level Prof	Construction	Project Administration
71		Asst Project Manager	B2	Para & Entry Level Prof	Construction	Statewide Fac. - Upstate
72	4	Asst Purchasing Coord	B2	Para & Entry Level Prof	Construction	Purchasing
73		Asst Purchasing Coord	B2	Para & Entry Level Prof	Construction	Purchasing
74		Asst Purchasing Coord	B2	Para & Entry Level Prof	Construction	Purchasing
75		Asst Purchasing Coord	B2	Para & Entry Level Prof	Construction	Purchasing
76	1	Building Control Tech	B3	Professional	Executive	Bldg Services-Albany
77	1	Building Manager	B4	Sr Professional	Executive	Bldg Services-Albany
78	3	Building Svcs Assistant	B1	Clerical	Executive	Bldg Services-Albany
79		Building Svcs Assistant	B1	Clerical	Executive	Bldg Services-Albany
80		Building Svcs Assistant	B1	Clerical	Executive	Client Outreach & NYC Ope
81	5	Building Technician	B1	Clerical	Executive	Bldg Services-Albany
82		Building Technician	B1	Clerical	Executive	Bldg Services-Albany
83		Building Technician	B1	Clerical	Executive	Bldg Services-Albany
84		Building Technician	B1	Clerical	Executive	Building Services-Delmar
85		Building Technician	B1	Clerical	Executive	Client Outreach & NYC Ope
86	7	Claims Analyst	B4	Sr Professional	Construction	Construction Contracts
87		Claims Analyst	B4	Sr Professional	Construction	Construction Contracts
88		Claims Analyst	B4	Sr Professional	Construction	Construction Contracts
89		Claims Analyst	B4	Sr Professional	Construction	Construction Contracts
90		Claims Analyst	B4	Sr Professional	Construction	Construction Contracts
91		Claims Analyst	B4	Sr Professional	Construction	Construction Contracts
92		Claims Analyst	B4	Sr Professional	Construction	Construction Contracts
93	2	Code Administrator	B3	Professional	Construction	Code Compliance

	A	B	C	D	E	F
1	Count	Job Title	SG	Classification	Org Level 1	Org Level 4
94		Code Administrator	B3	Professional	Construction	Code Compliance
95	1	Communications Specialist	B2	Para & Entry Level Prof	Executive	Communications
96	1	Compliance Officer	B4	Sr Professional	Finance & Info. Services	Infrastructure
97	6	Construction Analyst	B3	Professional	Construction	C S Administration
98		Construction Analyst	B3	Professional	Construction	Construction Technology
99		Construction Analyst	B3	Professional	Construction	CUNY
100		Construction Analyst	B3	Professional	Construction	NYC Health & Hosp. Corp.
101		Construction Analyst	B3	Professional	Construction	Quality Assurance Admin
102		Construction Analyst	B3	Professional	Executive	Opportunity Programs
103	2	Construction Svcs Spec	B2	Para & Entry Level Prof	Construction	Construction Technology
104		Construction Svcs Spec	B2	Para & Entry Level Prof	Construction	Project Administration
105	2	Construction Systems Coor	B4	Sr Professional	Construction	Construction Technology
106		Construction Systems Coor	B4	Sr Professional	Construction	Construction Technology
107	5	Contract Admin (O/T)	B3	Professional	Construction	Term Contract Administrat
108		Contract Administrator	B3	Professional	Construction	Construction Contracts
109		Contract Administrator	B3	Professional	Construction	PS Cont Negotiation & Adm
110		Contract Administrator	B3	Professional	Construction	PS Cont Negotiation & Adm
111		Contract Administrator	B3	Professional	Construction	PS Cont Negotiation & Adm
112	1	Database Administrator	B3	Professional	Finance & Info. Services	Technical Support
113	1	E-Mail Specialist	B3	Professional	Finance & Info. Services	Office Automation
114	16	Engineer	B4	Sr Professional	Construction	Code Compliance
115		Engineer	B4	Sr Professional	Construction	Code Compliance
116		Engineer	B4	Sr Professional	Construction	NYC Health & Hosp. Corp.
117		Engineer	B4	Sr Professional	Construction	NYC Health & Hosp. Corp.
118		Engineer	B4	Sr Professional	Construction	NYC Health & Hosp. Corp.
119		Engineer	B4	Sr Professional	Construction	NYC Programs
120		Engineer	B4	Sr Professional	Construction	NYC Programs
121		Engineer	B4	Sr Professional	Construction	NYC Programs
122		Engineer	B4	Sr Professional	Construction	NYC Programs
123		Engineer	B4	Sr Professional	Construction	QA Statewide Programs
124		Engineer	B4	Sr Professional	Construction	QA Statewide Programs
125		Engineer	B4	Sr Professional	Construction	QA Statewide Programs
126		Engineer	B4	Sr Professional	Construction	QA Statewide Programs
127		Engineer	B4	Sr Professional	Construction	QA Statewide Programs
128		Engineer	B4	Sr Professional	Construction	QA Statewide Programs
129		Engineer	B4	Sr Professional	Construction	QA Statewide Programs
130	3	Environmental Manager	B4	Sr Professional	Executive	Environmental Affairs
131		Environmental Manager	B4	Sr Professional	Executive	Environmental Affairs
132		Environmental Manager	B4	Sr Professional	Executive	Environmental Affairs
133	3	Environmental Specialist	B3	Professional	Construction	Code Compliance
134		Environmental Specialist	B3	Professional	Construction	Code Compliance
135		Environmental Specialist	B3	Professional	Construction	Code Compliance
136	2	Fac Management Spec	B2	Para & Entry Level Prof	Construction	Facility Management
137		Fac Management Spec	B2	Para & Entry Level Prof	Construction	Facility Management
138	1	Facilities Mgt Sys Mgr	B4	Sr Professional	Construction	Facility Management
139	1	Facility Mgt Technician	B1	Clerical	Construction	Facility Management

	A	B	C	D	E	F
1	Count	Job Title	SG	Classification	Org Level 1	Org Level 4
140	2	Field Representative I	B2	Para & Entry Level Prof	Construction	Statewide Fac. - Upstate
141		Field Representative I	B2	Para & Entry Level Prof	Construction	Statewide Fac. - Upstate
142	39	Field Representative II	B3	Professional	Construction	CUNY
143		Field Representative II	B3	Professional	Construction	CUNY
144		Field Representative II	B3	Professional	Construction	CUNY
145		Field Representative II	B3	Professional	Construction	Project Administration
146		Field Representative II	B3	Professional	Construction	Statewide Fac. - Upstate
147		Field Representative II	B3	Professional	Construction	Statewide Fac. - Upstate
148		Field Representative II	B3	Professional	Construction	Statewide Fac. - Upstate
149		Field Representative II	B3	Professional	Construction	Statewide Fac. - Upstate
150		Field Representative II	B3	Professional	Construction	Statewide Fac. - Upstate
151		Field Representative II	B3	Professional	Construction	Statewide Fac. - Upstate
152		Field Representative II	B3	Professional	Construction	Statewide Fac. - Upstate
153		Field Representative II	B3	Professional	Construction	Statewide Fac. - Upstate
154		Field Representative II	B3	Professional	Construction	Statewide Fac. - Upstate
155		Field Representative II	B3	Professional	Construction	Statewide Fac. - Upstate
156		Field Representative II	B3	Professional	Construction	Statewide Fac. - Upstate
157		Field Representative II	B3	Professional	Construction	Statewide Fac. - Upstate
158		Field Representative II	B3	Professional	Construction	Statewide Fac. - Upstate
159		Field Representative II	B3	Professional	Construction	Statewide Fac. - Upstate
160		Field Representative II	B3	Professional	Construction	Statewide Fac. - Upstate
161		Field Representative II	B3	Professional	Construction	Statewide Fac. - Upstate
162		Field Representative II	B3	Professional	Construction	Statewide Fac. - Upstate
163		Field Representative II	B3	Professional	Construction	Statewide Fac. - Upstate
164		Field Representative II	B3	Professional	Construction	Statewide Fac. - Upstate
165		Field Representative II	B3	Professional	Construction	Statewide Fac. - Upstate
166		Field Representative II	B3	Professional	Construction	Statewide Fac. - Upstate
167		Field Representative II	B3	Professional	Construction	Statewide Fac. - Upstate
168		Field Representative II	B3	Professional	Construction	Statewide Fac. - Upstate
169		Field Representative II	B3	Professional	Construction	Statewide Fac. - Upstate
170		Field Representative II	B3	Professional	Construction	Statewide Fac. - Upstate
171		Field Representative II	B3	Professional	Construction	Statewide Fac. - Upstate
172		Field Representative II	B3	Professional	Construction	Statewide Fac. Downstate
173		Field Representative II	B3	Professional	Construction	Statewide Fac. Downstate
174		Field Representative II	B3	Professional	Construction	Statewide Fac. Downstate
175		Field Representative II	B3	Professional	Construction	Statewide Fac. Downstate
176		Field Representative II	B3	Professional	Construction	Statewide Fac. Downstate
177		Field Representative II	B3	Professional	Construction	Statewide Fac. Downstate
178		Field Representative II	B3	Professional	Construction	Statewide Fac. Downstate
179		Field Representative II	B3	Professional	Construction	Statewide Fac. Downstate
180		Field Representative II	B3	Professional	Construction	Statewide Fac. Downstate
181	44	Field Representative III	B4	Sr Professional	Construction	Code Compliance
182		Field Representative III	B4	Sr Professional	Construction	CUNY
183		Field Representative III	B4	Sr Professional	Construction	CUNY
184		Field Representative III	B4	Sr Professional	Construction	CUNY
185		Field Representative III	B4	Sr Professional	Construction	CUNY

	A	B	C	D	E	F
1	Count	Job Title	SG	Classification	Org Level 1	Org Level 4
186		Field Representative III	B4	Sr Professional	Construction	CUNY
187		Field Representative III	B4	Sr Professional	Construction	CUNY
188		Field Representative III	B4	Sr Professional	Construction	CUNY
189		Field Representative III	B4	Sr Professional	Construction	CUNY
190		Field Representative III	B4	Sr Professional	Construction	CUNY
191		Field Representative III	B4	Sr Professional	Construction	CUNY
192		Field Representative III	B4	Sr Professional	Construction	CUNY
193		Field Representative III	B4	Sr Professional	Construction	CUNY
194		Field Representative III	B4	Sr Professional	Construction	CUNY
195		Field Representative III	B4	Sr Professional	Construction	CUNY
196		Field Representative III	B4	Sr Professional	Construction	NYC Courts
197		Field Representative III	B4	Sr Professional	Construction	NYC Courts
198		Field Representative III	B4	Sr Professional	Construction	NYC Health & Hosp. Corp.
199		Field Representative III	B4	Sr Professional	Construction	NYC Health & Hosp. Corp.
200		Field Representative III	B4	Sr Professional	Construction	NYC Health & Hosp. Corp.
201		Field Representative III	B4	Sr Professional	Construction	NYC Health & Hosp. Corp.
202		Field Representative III	B4	Sr Professional	Construction	NYC Health & Hosp. Corp.
203		Field Representative III	B4	Sr Professional	Construction	NYC Health & Hosp. Corp.
204		Field Representative III	B4	Sr Professional	Construction	Statewide Fac. - Upstate
205		Field Representative III	B4	Sr Professional	Construction	Statewide Fac. - Upstate
206		Field Representative III	B4	Sr Professional	Construction	Statewide Fac. - Upstate
207		Field Representative III	B4	Sr Professional	Construction	Statewide Fac. - Upstate
208		Field Representative III	B4	Sr Professional	Construction	Statewide Fac. - Upstate
209		Field Representative III	B4	Sr Professional	Construction	Statewide Fac. - Upstate
210		Field Representative III	B4	Sr Professional	Construction	Statewide Fac. - Upstate
211		Field Representative III	B4	Sr Professional	Construction	Statewide Fac. - Upstate
212		Field Representative III	B4	Sr Professional	Construction	Statewide Fac. - Upstate
213		Field Representative III	B4	Sr Professional	Construction	Statewide Fac. Downstate
214		Field Representative III	B4	Sr Professional	Construction	Statewide Fac. Downstate
215		Field Representative III	B4	Sr Professional	Construction	Statewide Fac. Downstate
216		Field Representative III	B4	Sr Professional	Construction	Statewide Fac. Downstate
217		Field Representative III	B4	Sr Professional	Construction	Statewide Fac. Downstate
218		Field Representative III	B4	Sr Professional	Construction	Statewide Fac. Downstate
219		Field Representative III	B4	Sr Professional	Construction	Statewide Fac. Downstate
220		Field Representative III	B4	Sr Professional	Construction	Statewide Fac. Downstate
221		Field Representative III	B4	Sr Professional	Construction	Statewide Fac. Downstate
222		Field Representative III	B4	Sr Professional	Construction	Statewide Fac. Downstate
223		Field Representative III	B4	Sr Professional	Construction	Statewide Fac. Downstate
224		Field Representative III	B4	Sr Professional	Construction	Statewide Fac. Downstate
225	2	Field Representative IV	B5	Manager or Equivalent	Construction	CUNY
226		Field Representative IV	B5	Manager or Equivalent	Construction	Statewide Fac. - Upstate
227	2	File Clerk	B1	Clerical	Executive	Bldg Services-Albany
228		File Clerk	B1	Clerical	Executive	Bldg Services-Albany
229	1	Fin Sys App Spec	B2	Para & Entry Level Prof	Finance & Info. Services	Finance Operations
230	12	Finance Clerk	B1	Clerical	Executive	Budget
231		Finance Clerk	B1	Clerical	Executive	Budget

	A	B	C	D	E	F
1	Count	Job Title	SG	Classification	Org Level 1	Org Level 4
232		Finance Clerk	B1	Clerical	Executive	Budget
233		Finance Clerk	B1	Clerical	Finance & Info. Services	Accounts Payable
234		Finance Clerk	B1	Clerical	Finance & Info. Services	Accounts Payable
235		Finance Clerk	B1	Clerical	Finance & Info. Services	Accounts Payable
236		Finance Clerk	B1	Clerical	Finance & Info. Services	Accounts Payable
237		Finance Clerk	B1	Clerical	Finance & Info. Services	Financial Management
238		Finance Clerk	B1	Clerical	Finance & Info. Services	Financial Management
239		Finance Clerk	B1	Clerical	Finance & Info. Services	Financial Management
240		Finance Clerk	B1	Clerical	Finance & Info. Services	Investments
241		Finance Clerk	B1	Clerical	Finance & Info. Services	Investments
242	1	Financial Analyst	B3	Professional	Public Fin & Port Monitor	Public Finance
243	8	Financial Services Asst	B2	Para & Entry Level Prof	Executive	Budget
244		Financial Services Asst	B2	Para & Entry Level Prof	Finance & Info. Services	Accounts Payable
245		Financial Services Asst	B2	Para & Entry Level Prof	Finance & Info. Services	Financial Management
246		Financial Services Asst	B2	Para & Entry Level Prof	Finance & Info. Services	Financial Management
247		Financial Services Asst	B2	Para & Entry Level Prof	Finance & Info. Services	Financial Management
248		Financial Services Asst	B2	Para & Entry Level Prof	Finance & Info. Services	Financial Management
249		Financial Services Asst	B2	Para & Entry Level Prof	Finance & Info. Services	Financial Management
250		Financial Services Asst	B2	Para & Entry Level Prof	Finance & Info. Services	Financial Management
251	2	Interior Designer	B3	Professional	Construction	Interior Design
252		Interior Designer	B3	Professional	Construction	Interior Design
253	4	Legal Assistant	B2	Para & Entry Level Prof	Counsel	Counsel
254		Legal Assistant	B2	Para & Entry Level Prof	Counsel	Counsel
255		Legal Assistant	B2	Para & Entry Level Prof	Counsel	Counsel
256		Legal Assistant	B2	Para & Entry Level Prof	Counsel	Counsel
257	2	Mail Clerk	B1	Clerical	Executive	Bldg Services-Albany
258		Mail Clerk	B1	Clerical	Executive	Client Outreach & NYC Ope
259	3	Manager, Accounting	B4	Sr Professional	Finance & Info. Services	Accounts Payable
260		Manager, Accounting	B4	Sr Professional	Finance & Info. Services	Finance Operations
261		Manager, Accounting	B4	Sr Professional	Finance & Info. Services	Financial Management
262	1	Manager, Help Desk	B4	Sr Professional	Finance & Info. Services	Help Desk
263	1	Manager, Investments	B4	Sr Professional	Finance & Info. Services	Investments
264	1	Manager, Public Finance	B4	Sr Professional	Public Fin & Port Monitor	Public Finance
265	1	Messenger	B1	Clerical	Executive	Bldg Services-Albany
266	1	Mgr, Customer Relations	B4	Sr Professional	Executive	Communications
267	1	Mgr, Technical Support	B4	Sr Professional	Finance & Info. Services	Technical Support
268	30	Office Assistant	B1	Clerical	Construction	Construction Technology
269		Office Assistant	B1	Clerical	Construction	Construction Technology
270		Office Assistant	B1	Clerical	Construction	CUNY
271		Office Assistant	B1	Clerical	Construction	CUNY
272		Office Assistant	B1	Clerical	Construction	Interior Design
273		Office Assistant	B1	Clerical	Construction	NYC Programs
274		Office Assistant	B1	Clerical	Construction	Project Administration
275		Office Assistant	B1	Clerical	Construction	Project Mgnt. Admin
276		Office Assistant	B1	Clerical	Construction	PS Cont Negotiation & Adm
277		Office Assistant	B1	Clerical	Construction	PS Cont Negotiation & Adm

	A	B	C	D	E	F
1	Count	Job Title	SG	Classification	Org Level 1	Org Level 4
278		Office Assistant	B1	Clerical	Construction	Purchasing
279		Office Assistant	B1	Clerical	Construction	Purchasing
280		Office Assistant	B1	Clerical	Construction	Purchasing
281		Office Assistant	B1	Clerical	Construction	Statewide Fac. - Upstate
282		Office Assistant	B1	Clerical	Construction	Statewide Fac. - Upstate
283		Office Assistant	B1	Clerical	Construction	Statewide Fac. - Upstate
284		Office Assistant	B1	Clerical	Construction	Statewide Fac. - Upstate
285		Office Assistant	B1	Clerical	Construction	Statewide Fac. - Upstate
286		Office Assistant	B1	Clerical	Construction	Statewide Fac. - Upstate
287		Office Assistant	B1	Clerical	Construction	Statewide Fac. - Upstate
288		Office Assistant	B1	Clerical	Construction	Statewide Fac. - Upstate
289		Office Assistant	B1	Clerical	Construction	Statewide Fac. - Upstate
290		Office Assistant	B1	Clerical	Construction	Statewide Fac. Downstate
291		Office Assistant	B1	Clerical	Construction	Term Contract Administrat
292		Office Assistant	B1	Clerical	Counsel	Counsel
293		Office Assistant	B1	Clerical	Executive	Risk Management & Safety
294		Office Assistant	B1	Clerical	Executive	Risk Management & Safety
295		Office Assistant	B1	Clerical	Executive	Risk Management & Safety
296		Office Assistant	B1	Clerical	Finance & Info. Services	IS Administration
297		Office Assistant (O/T)	B2	Para & Entry Level Prof	Construction	Statewide Fac. - Upstate
298	1	Office Manager	B3	Professional	Executive	Client Outreach & NYC Ope
299	4	Project Accountant	B3	Professional	Construction	CUNY
300		Project Accountant	B3	Professional	Construction	CUNY
301		Project Accountant	B3	Professional	Construction	NYC Courts
302		Project Accountant	B3	Professional	Construction	NYC Health & Hosp. Corp.
303	54	Project Manager	B4	Sr Professional	Construction	Construction Technology
304		Project Manager	B4	Sr Professional	Construction	Construction Technology
305		Project Manager	B4	Sr Professional	Construction	CSS Administration
306		Project Manager	B4	Sr Professional	Construction	CUNY
307		Project Manager	B4	Sr Professional	Construction	CUNY
308		Project Manager	B4	Sr Professional	Construction	CUNY
309		Project Manager	B4	Sr Professional	Construction	CUNY
310		Project Manager	B4	Sr Professional	Construction	CUNY
311		Project Manager	B4	Sr Professional	Construction	CUNY
312		Project Manager	B4	Sr Professional	Construction	CUNY
313		Project Manager	B4	Sr Professional	Construction	CUNY
314		Project Manager	B4	Sr Professional	Construction	CUNY
315		Project Manager	B4	Sr Professional	Construction	CUNY
316		Project Manager	B4	Sr Professional	Construction	Facility Management
317		Project Manager	B4	Sr Professional	Construction	JOC's
318		Project Manager	B4	Sr Professional	Construction	JOC's
319		Project Manager	B4	Sr Professional	Construction	JOC's
320		Project Manager	B4	Sr Professional	Construction	NYC Health & Hosp. Corp.
321		Project Manager	B4	Sr Professional	Construction	NYC Health & Hosp. Corp.
322		Project Manager	B4	Sr Professional	Construction	NYC Health & Hosp. Corp.
323		Project Manager	B4	Sr Professional	Construction	NYC Health & Hosp. Corp.

	A	B	C	D	E	F
1	Count	Job Title	SG	Classification	Org Level 1	Org Level 4
324		Project Manager	B4	Sr Professional	Construction	Project Administration
325		Project Manager	B4	Sr Professional	Construction	Project Administration
326		Project Manager	B4	Sr Professional	Construction	Project Administration
327		Project Manager	B4	Sr Professional	Construction	Statewide Fac. - Upstate
328		Project Manager	B4	Sr Professional	Construction	Statewide Fac. - Upstate
329		Project Manager	B4	Sr Professional	Construction	Statewide Fac. - Upstate
330		Project Manager	B4	Sr Professional	Construction	Statewide Fac. - Upstate
331		Project Manager	B4	Sr Professional	Construction	Statewide Fac. - Upstate
332		Project Manager	B4	Sr Professional	Construction	Statewide Fac. - Upstate
333		Project Manager	B4	Sr Professional	Construction	Statewide Fac. - Upstate
334		Project Manager	B4	Sr Professional	Construction	Statewide Fac. - Upstate
335		Project Manager	B4	Sr Professional	Construction	Statewide Fac. - Upstate
336		Project Manager	B4	Sr Professional	Construction	Statewide Fac. - Upstate
337		Project Manager	B4	Sr Professional	Construction	Statewide Fac. - Upstate
338		Project Manager	B4	Sr Professional	Construction	Statewide Fac. - Upstate
339		Project Manager	B4	Sr Professional	Construction	Statewide Fac. - Upstate
340		Project Manager	B4	Sr Professional	Construction	Statewide Fac. - Upstate
341		Project Manager	B4	Sr Professional	Construction	Statewide Fac. - Upstate
342		Project Manager	B4	Sr Professional	Construction	Statewide Fac. - Upstate
343		Project Manager	B4	Sr Professional	Construction	Statewide Fac. Downstate
344		Project Manager	B4	Sr Professional	Construction	Statewide Fac. Downstate
345		Project Manager	B4	Sr Professional	Construction	Statewide Fac. Downstate
346		Project Manager	B4	Sr Professional	Construction	Statewide Fac. Downstate
347		Project Manager	B4	Sr Professional	Construction	Statewide Fac. Downstate
348		Project Manager	B4	Sr Professional	Construction	Statewide Fac. Downstate
349		Project Manager	B4	Sr Professional	Construction	Statewide Fac. Downstate
350		Project Manager	B4	Sr Professional	Construction	Statewide Fac. Downstate
351		Project Manager	B4	Sr Professional	Construction	Statewide Fac. Downstate
352		Project Manager	B4	Sr Professional	Construction	Statewide Fac. Downstate
353		Project Manager	B4	Sr Professional	Construction	Statewide Fac. Downstate
354		Project Manager	B4	Sr Professional	Construction	Statewide Fac. Downstate
355		Project Manager	B4	Sr Professional	Construction	Statewide Fac. Downstate
356		Project Manager	B4	Sr Professional	Construction	Statewide Fac. Downstate
357	4	Purchasing Coordinator	B3	Professional	Construction	Purchasing
358		Purchasing Coordinator	B3	Professional	Construction	Purchasing
359		Purchasing Coordinator	B3	Professional	Construction	Purchasing
360		Purchasing Coordinator	B3	Professional	Construction	Purchasing
361	1	Records Management Spec	B2	Para & Entry Level Prof	Executive	Bldg Services-Albany
362	4	Regional Project Manager	B5	Manager or Equivalent	Construction	CUNY
363		Regional Project Manager	B5	Manager or Equivalent	Construction	Statewide Fac. - Upstate
364		Regional Project Manager	B5	Manager or Equivalent	Construction	Statewide Fac. - Upstate
365		Regional Project Manager	B5	Manager or Equivalent	Construction	Statewide Fac. Downstate
366	1	Responsibility Review Ana	B3	Professional	Construction	Construction Contracts
367	1	RFP Coordinator	B2	Para & Entry Level Prof	Construction	RFP Coordination
368	2	Risk Management Spec	B2	Para & Entry Level Prof	Executive	Risk Management & Safety
369		Risk Management Spec	B2	Para & Entry Level Prof	Executive	Risk Management & Safety

	A	B	C	D	E	F
1	Count	Job Title	SG	Classification	Org Level 1	Org Level 4
370	12	Sr Accountant	B3	Professional	Construction	Construction Reporting
371		Sr Accountant	B3	Professional	Construction	Construction Reporting
372		Sr Accountant	B3	Professional	Executive	Budget
373		Sr Accountant	B3	Professional	Executive	Budget
374		Sr Accountant	B3	Professional	Finance & Info. Services	Accounts Payable
375		Sr Accountant	B3	Professional	Finance & Info. Services	Accounts Payable
376		Sr Accountant	B3	Professional	Finance & Info. Services	Accounts Payable
377		Sr Accountant	B3	Professional	Finance & Info. Services	Financial Management
378		Sr Accountant	B3	Professional	Finance & Info. Services	Financial Management
379		Sr Accountant	B3	Professional	Finance & Info. Services	Financial Management
380		Sr Accountant	B3	Professional	Finance & Info. Services	Financial Management
381		Sr Accountant	B3	Professional	Finance & Info. Services	Investments
382	2	Sr Analyst FMS	B4	Sr Professional	Finance & Info. Services	Applications Support
383		Sr Analyst FMS	B4	Sr Professional	Finance & Info. Services	Applications Support
384	1	Sr Architect	B5	Manager or Equivalent	Construction	QA Statewide Programs
385	5	Sr Asst Project Manager	B3	Professional	Construction	Facility Management
386		Sr Asst Project Manager	B3	Professional	Construction	NYC Courts
387		Sr Asst Project Manager	B3	Professional	Construction	NYC Health & Hosp. Corp.
388		Sr Asst Project Manager	B3	Professional	Construction	Statewide Fac. Downstate
389		Sr Asst Project Manager	B3	Professional	Construction	Statewide Fac. Downstate
390	2	Sr Building Technician	B2	Para & Entry Level Prof	Executive	Bldg Services-Albany
391		Sr Building Technician	B2	Para & Entry Level Prof	Executive	Building Services-Delmar
392	2	Sr Code Administrator	B4	Sr Professional	Construction	Code Compliance
393		Sr Code Administrator	B4	Sr Professional	Construction	Code Compliance
394	2	Sr Construction Svc Spec	B3	Professional	Construction	Project Administration
395		Sr Construction Svc Spec	B3	Professional	Construction	Project Administration
396	2	Sr Contract Administrator	B4	Sr Professional	Construction	PS Cont Negotiation & Adm
397		Sr Contract Administrator	B4	Sr Professional	Construction	Term Contract Administrat
398	1	Sr Counsel	B4	Sr Professional	Counsel	Counsel
399	6	Sr Engineer	B5	Manager or Equivalent	Construction	Code Compliance
400		Sr Engineer	B5	Manager or Equivalent	Construction	Code Compliance
401		Sr Engineer	B5	Manager or Equivalent	Construction	NYC Programs
402		Sr Engineer	B5	Manager or Equivalent	Construction	NYC Programs
403		Sr Engineer	B5	Manager or Equivalent	Construction	NYC Programs
404		Sr Engineer	B5	Manager or Equivalent	Construction	QA Statewide Programs
405	2	Sr Environmental Manager	B5	Manager or Equivalent	Executive	Environmental Affairs
406		Sr Environmental Manager	B5	Manager or Equivalent	Executive	Environmental Affairs
407	1	Sr Fac Management Spec	B3	Professional	Construction	Facility Management
408	1	Sr Fac Mgt Sys Mgr	B5	Manager or Equivalent	Construction	Facility Management
409	1	Sr Fin Systems App Spec	B3	Professional	Finance & Info. Services	Finance Operations
410	5	Sr Financial Analyst	B4	Sr Professional	Finance & Info. Services	Financial Management
411		Sr Financial Analyst	B4	Sr Professional	Finance & Info. Services	Financial Management
412		Sr Financial Analyst	B4	Sr Professional	Finance & Info. Services	Financial Management
413		Sr Financial Analyst	B4	Sr Professional	Finance & Info. Services	Financial Management
414		Sr Financial Analyst	B4	Sr Professional	Public Fin & Port Monitor	Public Finance
415	1	Sr Interior Designer	B4	Sr Professional	Construction	Interior Design

	A	B	C	D	E	F
1	Count	Job Title	SG	Classification	Org Level 1	Org Level 4
416	1	Sr Manager, Code Admin	B5	Manager or Equivalent	Construction	Code Compliance
417	1	Sr Manager, CTG	B5	Manager or Equivalent	Construction	Construction Technology
418	1	Sr Manager, IFMIS	B5	Manager or Equivalent	Construction	Facility Management
419	2	Sr Opp Progs Analyst	B4	Sr Professional	Executive	Opportunity Programs
420		Sr Opp Progs Analyst	B4	Sr Professional	Executive	Opportunity Programs
421	3	Sr Program Analyst	B3	Professional	Finance & Info. Services	Applications Support
422		Sr Program Analyst	B3	Professional	Finance & Info. Services	Applications Support
423		Sr Program Analyst	B3	Professional	Finance & Info. Services	Applications Support
424	17	Sr Project Manager	B5	Manager or Equivalent	Construction	CUNY
425		Sr Project Manager	B5	Manager or Equivalent	Construction	CUNY
426		Sr Project Manager	B5	Manager or Equivalent	Construction	CUNY
427		Sr Project Manager	B5	Manager or Equivalent	Construction	CUNY
428		Sr Project Manager	B5	Manager or Equivalent	Construction	CUNY
429		Sr Project Manager	B5	Manager or Equivalent	Construction	CUNY
430		Sr Project Manager	B5	Manager or Equivalent	Construction	CUNY
431		Sr Project Manager	B5	Manager or Equivalent	Construction	Facility Management
432		Sr Project Manager	B5	Manager or Equivalent	Construction	NYC Courts
433		Sr Project Manager	B5	Manager or Equivalent	Construction	NYC Courts
434		Sr Project Manager	B5	Manager or Equivalent	Construction	NYC Health & Hosp. Corp.
435		Sr Project Manager	B5	Manager or Equivalent	Construction	NYC Health & Hosp. Corp.
436		Sr Project Manager	B5	Manager or Equivalent	Construction	Project Administration
437		Sr Project Manager	B5	Manager or Equivalent	Construction	Statewide Fac. - Upstate
438		Sr Project Manager	B5	Manager or Equivalent	Construction	Statewide Fac. Downstate
439		Sr Project Manager (O/T)	B5	Manager or Equivalent	Construction	JOC's
440		Sr Project Manager (O/T)	B5	Manager or Equivalent	Construction	Statewide Fac. - Upstate
441	2	Sr Purchasing Coordinator	B4	Sr Professional	Construction	Purchasing
442		Sr Purchasing Coordinator	B4	Sr Professional	Construction	Purchasing
443	5	Sr Systems Specialist	B3	Professional	Finance & Info. Services	Field Support/Hardware
444		Sr Systems Specialist	B3	Professional	Finance & Info. Services	Field Support/Hardware
445		Sr Systems Specialist	B3	Professional	Finance & Info. Services	Technical Support
446		Sr Systems Specialist	B3	Professional	Finance & Info. Services	Technical Support
447		Sr Systems Specialist	B3	Professional	Finance & Info. Services	Technical Support
448	5	Systems Specialist	B2	Para & Entry Level Prof	Finance & Info. Services	Field Support/Hardware
449		Systems Specialist	B2	Para & Entry Level Prof	Finance & Info. Services	Help Desk
450		Systems Specialist	B2	Para & Entry Level Prof	Finance & Info. Services	Help Desk
451		Systems Specialist	B2	Para & Entry Level Prof	Finance & Info. Services	Infrastructure
452		Systems Specialist	B2	Para & Entry Level Prof	Finance & Info. Services	Technical Support
453	2	Term Contract Admin	B2	Para & Entry Level Prof	Construction	Term Contract Administrat
454		Term Contract Admin	B2	Para & Entry Level Prof	Construction	Term Contract Administrat
455	1	Training Coordinator	B2	Para & Entry Level Prof	Executive	Human Resources
456	3	Web Developer	B3	Professional	Finance & Info. Services	Internet/Intranet
457		Web Developer	B3	Professional	Finance & Info. Services	Internet/Intranet
458		Web Developer	B3	Professional	Finance & Info. Services	Internet/Intranet
459	**457**	**Total CSEA Count**				

APPENDIX "D"

SCHEDULE D - POSITION CLASSIFICATION CATEGORIES
AND
SALARY RANGES

Classification	Hire Rate	Job Rate	COLA Increment Amount	Longevity Amount	Hire Rate (3.00%)	Step 2 (3.00%)	Step 3 (3.00%)	Step 4 (4.00%)	Step 5	Step 6	Step 7	Step 8	Step 9	Longevity 10	Step 11	Step 12	Longevity 13	Step 14	Step 15	Longevity 16
1 Clerical																				
1-Apr-07	$28,199	$44,623	1006	2793	$28,199	$29,204	$ 30,210	$ 31,215	$ 32,221	$ 33,226	$ 34,232	$ 35,238	$ 36,243	$ 39,037	$ 39,037	$ 39,037	$ 41,830	$ 41,830	$ 41,830	$ 44,623
1-Apr-08	$29,044	$45,962	1,036	2,877	$29,044	$30,080	$ 31,116	$ 32,152	$ 33,188	$ 34,223	$ 35,259	$ 36,295	$ 37,331	$ 40,208	$ 40,208	$ 40,208	$ 43,085	$ 43,085	$ 43,085	$ 45,962
1-Apr-09	$29,916	$47,341	1,067	2,963	$29,916	$30,983	$ 32,049	$ 33,116	$ 34,183	$ 35,250	$ 36,317	$ 37,384	$ 38,450	$ 41,414	$ 41,414	$ 41,414	$ 44,377	$ 44,377	$ 44,377	$ 47,341
1-Apr-10	$31,112	$49,234	1,110	3,082	$31,112	$32,222	$ 33,331	$ 34,441	$ 35,550	$ 36,660	$ 37,769	$ 38,879	$ 39,988	$ 43,070	$ 43,070	$ 43,070	$ 46,152	$ 46,152	$ 46,152	$ 49,234
2 Para & Entry Level Professional																				
1-Apr-07	$40,489	$64,288	1341	4358	$40,489	$41,830	$ 43,171	$ 44,511	$ 45,852	$ 47,193	$ 48,534	$ 49,875	$ 51,215	$ 55,573	$ 55,573	$ 55,573	$ 59,931	$ 59,931	$ 59,931	$ 64,288
1-Apr-08	$41,704	$66,217	1,381	4,488	$41,704	$43,085	$ 44,466	$ 45,847	$ 47,228	$ 48,609	$ 49,990	$ 51,371	$ 52,752	$ 57,240	$ 57,240	$ 57,240	$ 61,728	$ 61,728	$ 61,728	$ 66,217
1-Apr-09	$42,955	$68,203	1,422	4,623	$42,955	$44,377	$ 45,800	$ 47,222	$ 48,645	$ 50,067	$ 51,490	$ 52,912	$ 54,334	$ 58,957	$ 58,957	$ 58,957	$ 63,580	$ 63,580	$ 63,580	$ 68,203
1-Apr-10	$44,673	$70,931	1,479	4,808	$44,673	$46,152	$ 47,632	$ 49,111	$ 50,590	$ 52,070	$ 53,549	$ 55,028	$ 56,508	$ 61,316	$ 61,316	$ 61,316	$ 66,124	$ 66,124	$ 66,124	$ 70,931
3 Professional																				
1-Apr-07	$58,925	$83,059	1341	4469	$58,925	$60,266	$ 61,607	$ 62,947	$ 64,288	$ 65,629	$ 66,970	$ 68,311	$ 69,651	$ 74,121	$ 74,121	$ 74,121	$ 78,590	$ 78,590	$ 78,590	$ 83,059
1-Apr-08	$60,693	$85,551	1,381	4,603	$60,693	$62,074	$ 63,455	$ 64,836	$ 66,217	$ 67,598	$ 68,979	$ 70,360	$ 71,741	$ 76,344	$ 76,344	$ 76,344	$ 80,948	$ 80,948	$ 80,948	$ 85,551
1-Apr-09	$62,514	$88,118	1,422	4,741	$62,514	$63,938	$ 65,358	$ 66,781	$ 68,203	$ 69,626	$ 71,048	$ 72,471	$ 73,893	$ 78,635	$ 78,635	$ 78,635	$ 83,376	$ 83,376	$ 83,376	$ 88,118
1-Apr-10	$65,014	$91,642	1,479	4,931	$65,014	$66,493	$ 67,973	$ 69,452	$ 70,931	$ 72,411	$ 73,890	$ 75,369	$ 76,849	$ 81,780	$ 81,780	$ 81,780	$ 86,711	$ 86,711	$ 86,711	$ 91,642
4 Sr. Professional																				
1-Apr-07	$72,333	$100,825	1676	5028	$72,333	$74,009	$ 75,685	$ 77,361	$ 79,037	$ 80,713	$ 82,389	$ 84,065	$ 85,741	$ 90,769	$ 90,769	$ 90,769	$ 95,797	$ 95,797	$ 95,797	$ 100,825
1-Apr-08	$74,503	$103,849	1,726	5,179	$74,503	$76,229	$ 77,955	$ 79,682	$ 81,408	$ 83,134	$ 84,861	$ 86,587	$ 88,313	$ 93,492	$ 93,492	$ 93,492	$ 98,671	$ 98,671	$ 98,671	$ 103,849
1-Apr-09	$76,738	$106,965	1,778	5,334	$76,738	$78,516	$ 80,294	$ 82,072	$ 83,850	$ 85,628	$ 87,406	$ 89,184	$ 90,962	$ 96,297	$ 96,297	$ 96,297	$ 101,631	$ 101,631	$ 101,631	$ 106,965
1-Apr-10	$79,807	$111,244	1,849	5,548	$79,807	$81,657	$ 83,506	$ 85,355	$ 87,204	$ 89,053	$ 90,903	$ 92,752	$ 94,601	$ 100,148	$ 100,148	$ 100,148	$ 105,696	$ 105,696	$ 105,696	$ 111,244
5 Manager or Equivalent																				
1-Apr-07	$87,975	$119,819	1676	6145	$87,975	$89,651	$ 91,327	$ 93,003	$ 94,679	$ 96,355	$ 98,031	$ 99,707	$ 101,383	$ 107,529	$ 107,529	$ 107,529	$ 113,674	$ 113,674	$ 113,674	$ 119,819
1-Apr-08	$90,615	$123,414	1,726	6,330	$90,615	$92,341	$ 94,067	$ 95,794	$ 97,520	$ 99,246	$ 100,972	$ 102,699	$ 104,425	$ 110,755	$ 110,755	$ 110,755	$ 117,084	$ 117,084	$ 117,084	$ 123,414
1-Apr-09	$93,333	$127,116	1,778	6,520	$93,333	$95,111	$ 96,889	$ 98,667	$ 100,445	$ 102,223	$ 104,002	$ 105,780	$ 107,558	$ 114,077	$ 114,077	$ 114,077	$ 120,597	$ 120,597	$ 120,597	$ 127,116
1-Apr-10	$97,067	$132,201	1,849	6,780	$97,067	$98,916	$ 100,765	$ 102,614	$ 104,463	$ 106,312	$ 108,162	$ 110,011	$ 111,860	$ 118,640	$ 118,640	$ 118,640	$ 125,421	$ 125,421	$ 125,421	$ 132,201

APPENDIX "E"

Appendix E

Workers' Compensation Supplemental Benefits

Rules and Regulations

1 (a) Employees necessarily absent from duty because of an occupational injury, disease or condition as defined in the Workers' Compensation Law shall be eligible for a Workers' Compensation Supplemental Benefit (Supplement) as provided in this Appendix. Determinations of the Workers' Compensation Board regarding compensability of claims shall be binding upon the parties.

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

2 (a) An employee who suffers a compensable occupational injury shall receive, in addition to the payment by the insurance carrier, a payment (Supplement) sufficient to provide an employee with 100% of the net pay that the employee received prior to the occupational injury, subject to §2 (c) below.

(b) For the purposes of this Appendix, net pay shall mean gross pay minus federal, state, city (where applicable) withholding tax and FICA.

(c) The Authority shall make all previously authorized payroll deductions to the extent practicable from the net Supplement . Where the net supplement is large enough, the Authority shall first make health insurance, retirement, and union dues/agency fee deductions and thereafter such other deductions that the supplement may accommodate.

3 (a) In order to be eligible for the supplement to the insurance carrier payment from the first day of the award, an employee who suffers an occupational injury shall notify the Authority upon the employee's first day of absence or within seven (7) calendar days of sustaining the injury.

(b) Where an employee is unable to provide the notice required in §3(a), notice may be provided by an attending physician or family member. The employee shall thereafter verify the information provided.

(c) Where an employee is suffering from a condition which is ultimately diagnosed as arising out of the employee's occupation, and such diagnosis is beyond the time limit set forth in §3(a), the date that the employee is advised of the diagnosis shall commence the employee's seven (7) day notice requirement.

(d) Where an employee's notification to the Authority exceeds the time limit set forth in §3(a), an employee's eligibility for the Supplement shall commence with the date of notice.

(e) The Authority may, at its sole discretion, waive a late notification and pay the Supplement from the first day of the award, upon good cause shown by the employee for such late notice.

(f) Employees who miss a medical appointment scheduled by the insurance carrier shall be placed on leave without pay until either the next medical appointment is attended or the employee returns to work, whichever is sooner. In no instance shall the period of leave without pay for a missed appointment exceed two (2) days, however, such leave without pay may be waived by the Authority upon submission of an acceptable explanation by the employee. In no event shall the leave without pay be implemented unless the insurance carrier can attest to the timely delivery of the notice to the employee's address.

4 (a) There shall be one Workers' Compensation Law seven (7) calendar day waiting period per occupational injury.

(b) There shall be no Workers' Compensation Benefit for the first seven (7) calendar days of disability, provided, however, that in the case that the compensable injury results in a disability of more than fourteen (14) calendar days, the Supplement shall be allowed from the first day of disability.

5 (a) Where the employee's workers' compensation claim is not controverted by the insurance carrier, an employee necessarily absent from duty because of an occupational injury may use accruals, leave credits, including personal leave, from the first day of disability until payment from the insurance carrier or workers' compensation award, whichever is sooner.

(b) The Authority shall advance leave with pay to an employee eligible to accrue leave credits but who has exhausted her/his leave credits, unless such smployee requests otherwise in writing.

(c) Where the Workers' Compensation Board issues an award in favor of the employee, the credits charged for the period covered by the Board award will be recredited to the employee in full, upon the employee's return to work, placement on restricted duty, expiration of the Supplement, or separation from service, whichever shall occur sooner. Credits so recredited may be used again for future absences attributable to the same injury or disease.

(d) Where the employee's disability is between seven (7) and fourteen (14) calendar days, credits will be recredited to day seven (7). Where the employee's disability exceeds fourteen (14) days, credits will be recredited to the first day of disability.

(e) Upon an employee's return to work or payment from the insurance carrier, which ever is later, the employee shall receive the Supplement and workers'

compensation award for the period covered by §5(d) and the notice requirements of §3.

6 (a) Where an employee's workers' compensation is controverted by the insurance carrier upon the ground that the disability did not arise out of or in the course of employment, the employee may utilize leave credits (including sick leave at half pay) pending a determination by the Workers' Compensation Board.

(b) In the event that the employee's controverted claim is decided in the employee's favor, the leave credits used by the employee shall be recredited for the period of the award (to day one if the disability exceeds fourteen (14) calendar days, to day seven (7) if the disability is between seven (7) and fourteen (14) calendar days). Upon the employee's return to work or issuance of a workers' compensation award, whichever is later, the employee shall receive the Supplement and insurance carrier paid workers' compensation benefits for the period of recredited credits provided in this Section, subject to the notice provisions set forth in §3.

(c) If the employee was on leave without pay pending the issuance of the award by the Workers' Compensation Board, the employee shall receive the full Supplement for the period of the award, subject to the notice provisions set forth in §3.

(d) If the employee was on sick leave at half pay for the period pending the award, the employee will receive the Supplement to 100% of the net and the sick leave at half pay usage will be restored to the employee.

7 The Supplement shall be provided for absences due to therapy, doctor's appointments for the compensable injury and other continuing treatment as required if found compensable by the Workers' Compensation Board. The Supplement shall be paid at the same time as the Workers Compensation Board payments for such absences.

8 (a) An employee receiving the Supplement as provided in this Appendix shall be considered on the payroll for purposes of accruing seniority, continuous service, health insurance and accrual of vacation and sick leave, personal leave, social security and retirement as provided by law.

(b) When vacation credits are restored pursuant to this Appendix as such, restoration causes the total vacation credits to exceed forty (40) days, a period of one (1) year from the date of the return of the credits or the date of return to work, whichever is later, is allowed to reduce the total accumulation to forty (40) days.

(c) The Supplement shall be provided for a period of up to nine (9) months (39 weeks) for each occupational injury as defined in the Appendix. At the expiration

of the nine (9) months (39 weeks) of the Supplement period, an employee shall be allowed to draw accrued leave credits, and upon exhausting leave credits, shall be allowed sick leave at half pay, if eligible.

(d) An employee who draws leave credits as provided in §8 (c) shall be entitled to restoration of such credits, including those used for absences of less than one full day, as are used during a period of absence for which an award of compensation has been made and credited to the Authority as reimbursement for wages paid. Such restoration shall occur upon the issuance of an award by the Workers' Compensation Board.

9 Where a workers' compensation claim is contested by the insurance carrier, the parties will abide by the determination of the Workers' Compensation Board.

APPENDIX "F"

Appendix F

Panel of Arbitrators