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AGREEMENT BETWEEN

OFFICE OF THE CLERK

THE DORMITORY AUTHORITY OF THE STATE OF NEW YORK

AND

LOCAL 698 OF THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.

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**AGREEMENT BETWEEN
THE DORMITORY AUTHORITY OF THE STATE OF NEW YORK
and
LOCAL 698 OF THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.**

This Agreement is made by and between the Dormitory Authority of the State of New York, hereinafter referred to as the "Authority," and Local 698 of the Civil Service Employees Association, Inc., hereinafter referred to as "Local 698," representing employees of the Authority covered by the terms of this Agreement.

**ARTICLE 1
RECOGNITION**

1.1 The Authority, pursuant to section 204 of Article 14 of the New York State Civil Service Law, also known as the Public Employees' Fair Employment Act, hereby recognizes Local 698 as the sole and exclusive representative for collective negotiations with respect to salaries, wages, hours and other terms and conditions of employment for employees (except where specifically excluded by this Agreement) serving in positions in the Authority other than those positions designated Managerial or Confidential by the New York State Public Employment Relations Board, or excluded by serving in positions in a collective bargaining unit represented by the United Auto Workers. The words "Employee" or "Employees" as used in this Agreement shall mean only Employees serving in such positions not so designated or excluded.

1.2 Bargaining Unit Work: The Authority shall not assign work ordinarily performed by bargaining unit members to persons not in the bargaining unit, provided however, that this paragraph shall not apply to work performed by persons designated managerial or confidential and further, shall not apply to any work performed pursuant to a contract, other than a collective bargaining agreement, which the Authority is a party to.

**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 698 now desire to enter into an Agreement reached through collective negotiations which 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
UNCHALLENGED REPRESENTATION**

The Authority and Local 698 agree, pursuant to section 208 of Article 14 of the New York State Civil Service Law, that Local 698 shall have unchallenged representation status for the maximum period permitted by law on the date of execution of this Agreement.

**ARTICLE 4
EMPLOYEE ORGANIZATION RIGHTS**

4.1 Exclusive Negotiations with Local 698

The Authority will not negotiate nor meet with any employee organization other than Local 698 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 698. Upon such referral, Local 698 agrees to fulfill its obligation as a collective negotiating agent to represent Employees.

4.2 Payroll Deduction

a. Local 698 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.

b. The Authority shall make such insurance premium 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.

4.3 Agency Shop Fee

a. The biweekly agency shop fee deduction is continued. Subject to the provisions of Article 24, the agency shop fee payroll deduction will apply to all Employees who are members of the negotiating unit with the exception of individuals who are employed only for the duration of a project or projects. Within ten working 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 698.

b. 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 Civil Service Employees Association, Inc., P.O. Box 7125, Capitol Station, Albany, New York, 12224. CSEA will notify the Authority of the amount to be deducted.

c. For each employee who does not become a member of Local 698 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 Civil Service Employees Association, Inc., P.O. Box 7125, Capitol Station, Albany, New York, 12224. CSEA 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 698, which shall be signed by the President of Local 698 or the President's authorized designee. There shall be no bulletin board space reserved for the use of any other employee organizations. 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 therefrom, shall be subject to mutual understanding between the Authority and Local 698 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 698 or the President's authorized designee, meetings of Local 698 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 698 agrees to reimburse the Authority for any additional expense incurred in the furnishing of such space.

4.6 Access to Employees

a. Local 698 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 698 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 698 whereby Local 698 may advise Employees of the additional availability of Local 698 representatives for consultations during non-working hours concerning Local 698 membership, services and programs.

4.7 List of Employees

Upon written request of the President of Local 698 or the President's authorized designee, the Authority at its expense shall furnish Local 698 with a listing of the names, job titles and position classifications of all Employees of the Authority.

4.8 Employee Organization Leave

a. Upon request of the President of Local 698 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 with the provisions set forth below:

1. For two delegate meetings per annum of the Civil Service Employees Association, Inc., hereinafter referred to as "CSEA," provided that no more than two members of Local 698 attend any one such meeting and leave is requested in advance.

2. For CSEA Board of Directors meetings, Directors' Committee meetings and Standing Committee meetings, provided the Employee is a member of CSEA's Board of Directors or a CSEA Standing Committee and leave is requested in advance.

3. For the investigation and processing of claimed 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 698 or the President's authorized designee shall certify in advance to the Executive Director or to the Executive Director's authorized designee a list containing the names of Employees who are eligible for leave pursuant to this Article.

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 leave credits.

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 698 shall not engage in a strike nor cause, instigate, encourage or condone a strike.

6.2 Local 698 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 698 or Employees under the laws of the State of New York.

**ARTICLE 7
CLASSIFICATION AND COMPENSATION**

7.1 General Salary Increase

a. Effective April 1, 1999, the annual base salary of Employees who are on the payroll of the Authority on such date will be increased by two percent (2%) of the Employee's basic annual base salary in effect on April 1, 1999.

b. Effective April 1, 2000, the annual base salary of Employees who are on the payroll of the Authority on such date will be increased by two and one half percent (2.5%) of the Employee's annual base salary in effect on April 1, 2000.

c. Effective April 1, 2001, the annual base salary of Employees who are on the payroll of the Authority on such date will be increased by three percent (3%) of the Employee's annual base salary in effect on April 1, 2001.

d. Effective April 1, 2002, the annual base salary of Employees who are on the payroll of the Authority on such date will be increased by three and one half percent (3.5%) of the Employee's annual base salary in effect on April 1, 2002.

7.2 Merit System

A unified Merit Increase System for all positions held by incumbents in the negotiating unit has been established. Position Classification Categories and Salary Ranges for the period April 1, 1999 to March 31, 2000, April 1, 2000 to March 31, 2001, April 1, 2001 to March 31, 2002, April 1 and 2002 to March 31, 2003 are set forth in Appendix A attached hereto.

7.3 Merit Increases and Awards

All Employees will receive a merit increase or award based upon the performance rating of each Employee for the preceding calendar year, except that an Employee receiving an "unsatisfactory" rating will not receive a merit increase or award. The rating scale for performance rating will be 0, 2, 3, 4, and 5, with a "0" rating representing unsatisfactory performance and "5" representing the highest level of performance. Each such merit increase will be an amount equal to a fraction, the numerator of which is the Employee's performance rating divided by 100 multiplied by the annual base salary of the Employee as of July 1 of the preceding calendar year and the denominator of which is the sum of all numerators calculated as described above, of a merit pool established by the Authority effective April 1, 2000, 2001, 2002 and 2003, respectively, in an aggregate dollar amount equal to the following percentages of the annual base salaries of all Employees eligible for a merit increase or award as of July 1 of the preceding calendar year:

April, 2000	2%
April, 2001	2%
April, 2002	2.5%
April, 2003	2.5%

Merit increases and awards will be paid on or as soon as practicable after April 1 for each year of this contract. Merit increases or awards to be paid after April 1, 2000 will be paid in a lump sum payment, and merit increases will be added to the employee's annual base salary in effect on March 31 of the year in which such merit increase is to be paid, up to the maximum for the position classification category. In the case of an employee whose annual base salary is at the maximum for the position classification category, a merit award will be paid, but will not be added to the annual base salary of the employee. Any employee added to the payroll after July 1st in any year is not eligible for a merit increase or award for such year.

7.4 Promotions and Reclassifications

An employee who is promoted or reclassified after April 1, 1991, will be paid the starting salary of the salary range of the higher-level position or will receive a five percent increase in basic annual salary, whichever results in a higher salary.

7.5 Location Differential

Any Employee who is assigned to an official station situated within Nassau, Suffolk, Rockland or Westchester Counties or the City of New York, with the exception of individuals who are employed only for the duration of a project or projects, shall receive, in addition to any other salary to which such Employee is entitled, a location differential of nine hundred dollars (\$900) effective April 1, 1999, one thousand dollars (\$1,000) effective April 1, 2000, one thousand one hundred dollars (\$1,100) effective April 1, 2001 and one thousand two hundred dollars (\$1,200) effective April 1, 2002.

7.6 Employees Hired in Clerical I Positions

An employee hired in a Clerical I position shall serve a one year probationary period and, upon satisfactory completion thereof, shall automatically be promoted to an otherwise identical position encompassing the same duties at Clerical II. The provisions of Article 23 (Employee Opportunities) shall not be applicable to such a promotion.

ARTICLE 8 MERIT SYSTEM APPEALS PROCESS

An employee who receives a "0" performance rating, and therefore receives no merit increase or award, can appeal the rating. The employee must receive a copy of the appeals process

when the performance rating is received. An employee who receives a "2" performance rating in two successive years can appeal the rating. No other employees are entitled to an appeal. Following is the process:

a. Within five work days of the employee's interview with his/her rater, the employee must request a meeting with the rater and the reviewer in writing.

b. Within ten work days of the receipt of the request, the rater and reviewer will schedule and hold a meeting with the employee.

c. Within five work days of the meeting, the reviewer will render a decision to the employee in writing.

d. Within twenty work days after the receipt of the reviewer's decision, the employee may appeal the decision of the reviewer to a Performance Appraisal Appeals Board by presenting a request for a hearing in writing to the Executive Director.

e. The Executive Director will notify the President of Local 698 that an appeal has been received and together they will convene a Performance Appraisal Appeals Board (hereinafter, a "Board").

f. The Board will consist of two employees designated "Managerial" as defined by the Public Employees Relations Board who are selected by the Executive Director, and two employees selected by the President of Local 698, at least one of whom serves in a supervisory capacity.

g. The Executive Director and the President of Local 698 will designate the lead person of the Board. The lead person will take responsibility to coordinate and expedite the process and to take responsibility for the report to the Executive Director. The lead person will ensure that the report is reduced to writing, and, if the findings and opinions of the Board are not agreed upon, that dissenting members have the opportunity to include such dissent in the report.

h. The written findings will be reviewed by all members of the Board before the report is presented to the Executive Director.

i. The Board will present its finding and opinions to the Executive Director within 15 work days following the date on which its members are designated unless an extension is mutually agreed upon by the Executive Director and the President of Local 698. All members of the Board must sign the report.

j. The Executive Director will render a decision based upon the written report of the Board, in writing within ten work days following the date of receipt of the Board's findings. The Executive Director's decision will be final. The decision of the Executive Director will be first given to the employee and then copies provided to the members of the Board.

Scope:

1. The Board will review the employee's appeal, the Performance Review form and any appended written material.
2. The Board may investigate the matter further by asking questions of the employee, the rater or others who have relevant information.
3. The Board will report its findings and opinions in writing. For the purposes of this Article, the report of the Board will be deemed to include any written materials or documents reviewed by the Board in considering the appeal.

**ARTICLE 9
PERFORMANCE EVALUATION SYSTEM**

Each year, within one month of payment of merit increases and awards, the Authority will provide the following data to the President of Local 698:

- a. Total dollars awarded
- b. Total dollars awarded expressed as a percent of budgeted salary dollars for employees eligible to receive merit awards
- c. Number of awards for each numerical rating
- d. For each award:
 1. Employee operating unit
 2. Employee position classification and title
 3. Employee designation, permanent or field representative
 4. Employee assigned location, Albany, New York Office, or field

**ARTICLE 10
RETIREMENT, SURVIVOR BENEFIT & DEFERRED COMPENSATION**

10.1 Retirement

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

10.2 Waiver

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

10.3 Survivor Benefit

a. The Authority shall provide for its Employees and retired Employees a Survivor Benefit in the amount of 3,000 dollars.

b. The eligibility of an Employee or a retired Employee for such benefit and the conditions upon which payment shall be made shall be the same as that required for New York State employees and retired New York State employees set forth in section 155 of the New York State Civil Service Law with the exception that any designation of beneficiary or 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 HEALTH INSURANCE

11.1 Health Insurance

The Authority will provide to Employees and retired Employees the health, prescription-drug and dental insurance plans and options provided by New York State to its employees and retired employees in the CSEA Administrative Services collective bargaining unit.

The dental plan will pay eighty percent (80%) of the reasonable and customary charges as determined by the plan administrator for basic preventative and restorative services, the remainder of the reasonable and customary charge being eligible for reimbursement pursuant to the Supplemental Dental Plan.

11.2 Payment of Premiums

The Authority will pay eighty-five percent (85%) and each employee will pay fifteen percent (15%) for coverage per health insurance option. For part-time Employees who work at least one-half the normal work week of the Authority, the Authority will pay the same proportion of health insurance coverage as the hours worked by such Employee bear to such work week. The Authority will fund the full cost of the dental plan.

11.3 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 an Employee for a period not to exceed one year following such termination or until re-employment, whichever occurs first.

11.4 Supplemental Dental Insurance and Employee Optical Programs

a. During each year of this Agreement, the Authority will establish a fund in the amount of 30,000 dollars to assist active employees and their dependents with out-of-pocket dental expenses. Employees will be reimbursed for dental expenses up to a maximum of \$1500 per year. The Supplemental Dental Fund will be increased in proportion to the increase in the total number of employees as of each April 1. This fund will not be decreased below \$30,000 during the term of this Contract. Reimbursement in each year will be in the same proportion as the proportion of the total of all claims bears to the total amount of such fund, to the maximum established.

b. During each year of this Agreement, the Authority will establish an employee Optical Fund in the amount of 10,000 dollars to assist active employees with out-of-pocket optical expenses up to a maximum of 250 dollars per year. An employee may apply at the close of each year of this Agreement for reimbursement of the Employee's own optical expenses. The employee Optical Fund will be increased in proportion to the increase in the total number of employees as of each April 1. This fund will not be decreased during the term of this Contract. Optical expenses include an eye exam and a pair of eyeglasses or contact lenses (excluding disposable contacts) for each year of the Contract. If an employee's prescription changes within the year, the employee is entitled to be reimbursed for an additional pair of contacts or eyeglasses. Reimbursement in each year will be in the same proportion as the proportion of the total of all claims bears to the total amount of such fund, to the maximum established.

c. In any year of this Agreement, if reimbursement transactions against the Supplemental Dental Insurance Fund and the employee Optical Fund have been processed, the moneys in either fund exhausted and claims for reimbursement from such fund remain outstanding, and there are unexpended moneys in the other fund, then the eligible outstanding reimbursement claims will be paid to eligible employees still on the payroll of the Authority on September 1st of that year from unexpended moneys in the same proportion as the proportion of the total of eligible outstanding reimbursement claims bears to the total amount of unexpended moneys, to the maximum established by internal rules.

11.5 Employee Assistance Program

The Authority will provide an Employee Assistance Program at the Authority's expense in an amount not to exceed \$25 per employee. The Authority and Local 698 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 698 to jointly evaluate the utilization and effectiveness of the program.

The Authority will not maintain records regarding the identification of individuals utilizing the Program, whether by name or by any classification, nor records regarding the nature of disposition of referrals. No referrals made to the Program will be noted in an individual's personnel file.

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

The normal hours of work for Employees will be Monday through Friday from 8:30 a.m. to 5:00 p.m. with a minimum half-hour lunch period. The normal work week will be 37.5 hours. Employees will be permitted variations from this schedule as provided for in an annual flextime plan, approved by the Executive Director, set forth in writing by each Division Director.

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 week, Thursday through Wednesday, by Employees in position classifications up to and including Entry-level Professional II. Such Employees shall be paid for such Overtime at the rate of one and one half times 1/75 of such Employee's biweekly rate of compensation for each whole hour of Overtime worked.

b. Time spent in actual travel from or to the official station or residence of the Employee will not be credited as hours worked for the purpose of calculating Overtime.

c. 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 | 7. Labor Day |
| 2. Dr. Martin Luther King, Jr., Day | 8. Columbus Day |
| 3. Lincoln's Birthday | 9. Election Day |
| 4. Washington's Birthday | 10. Veterans' Day |
| 5. Memorial Day | 11. Thanksgiving Day |
| 6. Independence Day | 12. Christmas Day |

b. Lincoln's Birthday and Election Day shall be designated floating holidays.

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 which falls on Saturday.

e. Holiday Leave credits must be used within one calendar year of the date on which they are accrued and shall not be added to vacation accruals. An Employee who elects to accrue Holiday Leave credits 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 day
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 provided, however, that only 165 days of sick leave may be credited for retirement or health insurance purposes. Sick leave credits may not be used in units 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;
2. All of the Employee's accrued leave credits shall have been exhausted;

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

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 B 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. An Employee eligible to earn Overtime shall be required to maintain and sign daily time records showing actual hours worked on forms to be provided by the Authority. Employees not eligible to earn Overtime shall maintain and sign daily records of absences and time and leave credits earned and used in accordance with the Attendance Rules on forms to be provided by the Authority.

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.

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.

12.15 Definition -- Continuous State and Authority Service

Continuous State and Authority service for the purpose of this Agreement shall mean uninterrupted New York State ("State") and Authority service, in pay status, as an employee. A leave of absence without pay or a resignation followed by reinstatement or re-employment in State or Authority service within one year following such resignation shall not constitute an interruption of continuous State and Authority service for the purpose of this Agreement provided, however, that leave without pay for more than six months between resignation and reinstatement or re-employment, during which the employee is not in State or Authority service, shall be counted in determining eligibility for additional vacation credit under this Agreement.

ARTICLE 13 PAYROLL

13.1 Calculation of Bi-Weekly Salary Payments

Employees' biweekly salary payments will be calculated on a ten-working-day basis rather than on a 14-calendar-day basis.

13.2 Flexible Benefit Spending Plan

The Authority will continue the Flexible Benefit Spending Plan implemented on behalf of its employees.

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 purpose the improvement of Employees' job performance and increasing the number of trained personnel available to fill new and promotional vacancies.

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 accredited by the State of New York, 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 accredited by the State of New York, 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 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 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 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 \$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 \$40,000 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.

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 a higher position classification 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 work days. After 25 work days, the individual

performing the duties of the higher position will be paid at the higher classification until such time that they are no longer performing the duties of the higher position. Any Employee required to perform a major portion of the duties of a higher position classification on a permanent basis shall be promoted to such higher position classification. For the purposes of this section, the term "permanent basis" shall mean a period in excess of twelve months.

15.3 Reimbursement for Property Damage and Requirements Concerning Safety and Clothing

a. 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. In no event shall payment pursuant to this section exceed 2,500 dollars.
2. No payment shall be made if it is found that the loss or damage occurred as a result of the negligence of the Employee.
3. No payment shall be made if the loss or damage occurs while the Employee is not using or wearing the protective and safety equipment or clothing which shall have been provided by the Authority as appropriate to the situation.

b. The Authority shall provide the following clothing to all Employees who shall have occasion to work in the field, that is, at a construction site: hard hat, boots, raincoat and coveralls.

c. The Authority shall equip all Authority vehicles with fire extinguisher, flashlight and emergency flares.

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

16.1 Sexual harassment, a form of discrimination based upon sex, is prohibited by federal and state law. Sexual harassment is defined as deliberate or repeated unsolicited verbal comments, gestures or physical contact of a sexual nature which are unwelcome. The Dormitory Authority does not tolerate such discriminatory behavior.

16.2 Sexual harassment will be a basis for sanction, including disciplinary action, when (i) the conduct has the purpose or effect of unreasonably interfering with an affected person's work performance, or creating an intimidating, hostile or offensive work environment; or (ii) the behavior

becomes explicitly or implicitly a term or condition of an individual's employment; or (iii) the behavior is used as the basis for employment decisions affecting an individual.

16.3 The Affirmative Action Officer has the responsibility to receive allegations and complaints of sexual harassment, to cause an investigation to be conducted, and to enforce appropriate sanctions, including disciplinary actions.

16.4 An employee may make a verbal or written complaint without fear of disclosure or reprisal to the Affirmative Action Officer, to the employee's supervisor, or to any supervisor in the chain of command. Supervisors are obligated to report allegations or complaints within five working days to the Affirmative Action officer, who will commence an investigation within five working days of notification. Failure on the part of a supervisor to report a complaint or allegation to the Affirmative Action Officer will result in disciplinary action against said supervisor.

16.5 The complainant and the object of the alleged harassment (if not the complainant) will be notified when an investigation has been initiated and when it has been concluded. All investigations shall be conducted with due regard for confidentiality to ensure protection of the complainant, the object of the alleged harassment (if not the complainant), and the accused.

16.6 Whether or not an employee makes a complaint, he or she may choose to obtain a confidential referral for professional assistance from the Employee Assistance Plan. Such a referral will not preclude an employee's making a complaint. An employee may contact the EAP provider directly or ask for assistance from the Authority's EAP representative. The EAP representative is NOT responsible for reporting any allegations or complaints.

ARTICLE 17 SMOKING POLICY

The Authority shall provide and maintain a well-ventilated smoking area in both the Albany and New York City Offices consistent with all applicable New York State and local statutes and State health policies.

It is understood that the Authority's commitment to provide such smoking areas is based upon existing available space both owned and leased. Should those conditions relative to existing available space change in the future for reasons beyond the control of the Authority, such as loss of leased space, the Authority shall endeavor to continue to provide smoking areas.

ARTICLE 18 TRAVEL AND MOVING EXPENSES

Except as specifically modified by this Article, 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.

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 698 and in accordance with rules and regulations established by the Authority. Permanent 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 698 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 commuting distance from such Employees' places of residence for reasonable and necessary moving and relocation expenses. Such Employees shall make diligent inquiries in order to obtain the lowest practicable rates; payment shall be made upon submission of detailed receipts, provided such submission is made within one year of such transfer, reassignment or promotion. The maximum allowable reimbursement shall be 3,000 dollars. In the event such Employee voluntarily separates from Authority service within one year of such transfer, reassignment or promotion, the Employee must remit the amount of such reimbursement to 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 100,000 dollars for all Employees while in travel status on Authority business.

**ARTICLE 19
COPIES OF AGREEMENT**

The Authority at its expense shall furnish Local 698 with a sufficient number of copies of this Agreement for distribution to Employees by Local 698. The Authority further agrees to provide each Employee initially appointed during the term of this Agreement with a copy of this Agreement within one work week following the Employee's first day of work.

**ARTICLE 20
DISCIPLINARY ACTIONS**

The following disciplinary procedure for incompetency or misconduct will apply to all Employees as provided herein except Employees who are in positions classified as Clerical I or who have less than six months of service with the Authority.

20.1 Employee Rights

- a. An Employee will be entitled to representation by Local 698 or by an attorney at each step of the disciplinary procedure.
- b. No Employee will be required to submit to interrogation concerning alleged incompetency or misconduct before a service of notice of discipline or a request for resignation, or after a notice of discipline has been served upon such Employee, unless such Employee is notified in advance in compliance with the provisions hereinafter set forth, afforded the opportunity of having a Local 698 representative present and apprised in writing of all rights as provided herein.
- c. No Employee will be requested to sign any statement regarding incompetency or misconduct unless a copy of the statement is supplied. Any statements or admissions signed by such Employee without such Employee's having been supplied a copy may not subsequently be used against such Employee.
- d. No recording devices or stenographic or other record will be used during an interrogation unless the Employee is advised in advance that a transcript is being made; a copy of such transcript will be thereafter supplied to the Employee.
- e. In all disciplinary proceedings, the Employee will be presumed innocent until proven guilty, and the burden of proof on all matters will rest upon the Authority. Such burden of proof, even in serious matters which might constitute a crime, will be a fair preponderance of the evidence on the record and will in no case require proof beyond a reasonable doubt.

f. An Employee will not be coerced, nor be intimidated nor suffer any reprisals either directly or indirectly that may adversely affect such Employee's hours, wages or working conditions as the result of the Employee's exercise of his/her rights under this Article.

g. If an Employee has requested representation pursuant to this Article and representation is not provided within a reasonable time, the interrogation, signing of a statement of resignation, or arbitration may proceed without such representation.

h. Any notice provided to any Employee will be simultaneously provided to Local 698.

20.2 Resignation

a. An Employee who is advised that such Employee is alleged to have been guilty of misconduct or incompetency and is therefore requested to resign will be given such request in writing together with a statement stating:

1. An Employee has a right to consult a representative of Local 698 or an attorney before executing a resignation, and a reasonable period of time will be afforded for such purpose;

2. An Employee may decline the request to resign and, in that event, a notice of discipline must be served before any disciplinary action or penalty may be imposed pursuant to the procedure provided in this Article;

3. The disciplinary procedure may result in binding arbitration;

4. In the event a notice of discipline is served, an Employee has the right to object to such notice by filing a grievance;

5. An Employee has the right to representation at every stage of the procedure; and

6. An Employee has the right to refuse to sign a resignation, and that refusal cannot be used against the Employee in any subsequent proceeding.

b. A resignation which is procured in a manner inconsistent with this procedure will be null and void.

20.3 Disciplinary Procedure

a. The disciplinary procedure will commence with a notice of discipline as hereinafter provided.

b. Any act which may be performed by the Executive Director under this section may be performed by an authorized designee of the Executive Director, which designation will be in writing, and a copy of which will be provided to Local 698 in the same manner as set forth below for advising Local 698 of service of a notice of discipline. Such designee will be an employee of the Authority, but will not be in the line of supervision of the Employee sought to be disciplined, nor shall such designee have any personal involvement in the acts leading to the notice of discipline.

c. The Executive Director may seek the imposition of a written reprimand, suspension without pay, a fine not to exceed 100 dollars, reduction in position classification or dismissal from service.

d. Notice of such discipline will be made in writing and served upon the Employee by registered or certified mail at the home address of the Employee or by personal delivery at such address or such other place as the Employee may be found. The specific acts for which discipline is being imposed and the penalty proposed will be specified in the description of the alleged acts and conduct including reference to dates, times and places.

e. Local 698 will be advised, by registered or certified mail or by personal delivery to the President of Local 698 or the President's authorized designee that the notice of discipline has been served.

f. Where service is by personal delivery, such service will be deemed complete upon delivery. Where service is by certified or registered mail, such service will be deemed complete upon the earlier of (1) delivery as reflected by the return receipt, (2) giving of the first notice by the Postal Service as reflected by notation upon the envelope upon its return to the Authority, or (3) ten calendar days after mailing.

g. The notice of discipline served on the Employee will include a written statement that:

1. An Employee has a right to object to a notice of discipline by filing a grievance within ten working days;
2. The grievance procedure provides for a hearing by an independent disciplinary arbitrator at its final stage;
3. An Employee is entitled to representation by Local 698 or by an attorney at every stage of the proceeding;
4. If an Employee timely files and prosecutes a grievance, no penalty can be implemented until the disciplinary arbitrator's determination in accordance with this Article.

h. The proposed penalty, or such other penalty as directed by the disciplinary arbitrator, may not be implemented (i) until the Employee has failed to file a grievance within ten days from completion of service of the notice of discipline, (ii) until the Employee has failed to file a timely appeal as provided below, or (iii) until and to the extent that it is upheld by the disciplinary arbitrator, or a different penalty is determined by the disciplinary arbitrator to be appropriate or the matter is settled.

i. An Employee may object to a notice of discipline by filing a grievance. Such grievance must be in writing and must state that the Employee objects to the notice of discipline, whether such objection is only to the penalty proposed and whether a hearing before the Executive Director is requested. It must also state the nature of the objection. Such grievance must be served upon the Executive Director by registered or certified mail at the address of the Authority or by personal delivery. Where service is by personal delivery, it will be deemed complete upon delivery. Where service is by registered or certified mail, it will be deemed complete upon mailing. Where service is by any other means, it will be deemed complete only upon receipt.

j. The notice of discipline may be the subject of a hearing before the Executive Director or the Executive Director's authorized designee, provided such hearing shall be requested by the Employee within ten working days of completion of service of the notice of discipline. Such hearing will occur within ten working days of completion of service of the request, and a written decision will be rendered within seven working days of such hearing. Such decision will be served in accordance with paragraph d. hereof, and Local 698 will be notified in accordance with paragraph e. hereof. Such decision may be appealed to the Chairman of the Authority, provided such appeal is made in writing by the Employee within ten working days of completion of service of such decision.

k. If the disciplinary grievance is not resolved, it may be appealed to independent arbitration by serving a notice thereof upon the Executive Director in accordance with paragraph i. hereof within ten working days of service of the decision of the Executive Director or the Executive Director's authorized designee.

l. The disciplinary arbitrator will hold a hearing as soon as practicable after selection, and a decision will be rendered within 30 working days of the date of the hearing.

m. Disciplinary arbitrators will 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 will not add to, subtract from nor modify the provisions of this Agreement. The disciplinary arbitrator's decision with respect to guilt or innocence, penalty, and probable cause for suspension, if any, will be final and binding upon the parties, and the disciplinary arbitrator may approve, disapprove or take any other appropriate action warranted under the circumstances, including, but not limited to, ordering reinstatement and back pay for all or part of any period of suspension. If the disciplinary arbitrator, upon review, finds probable cause for suspension, the disciplinary arbitrator may consider such suspension in determining the penalty to be imposed. The disciplinary arbitrator is not restricted by the limits on penalties which may be

proposed by the Authority. The disciplinary arbitrator will have full authority, if the remedy proposed by the Authority is found to be inappropriate, to devise an appropriate remedy including an increase or decrease in the penalty sought by the Authority, but limited to a penalty which the Authority could have proposed. The disciplinary arbitrator will confine himself or herself to the precise issue submitted for arbitration and will have no authority to determine any other issues not so submitted, nor will the disciplinary arbitrator submit observations or declarations of opinion which are not essential in reaching the determination.

n. A grievance may be settled at any stage of the disciplinary grievance procedure. The terms of the settlement will be agreed to in writing. An Employee executing such a settlement will be offered a reasonable opportunity to have an attorney or a Local 698 representative present before execution of such a settlement. Local 698 will be advised of the settlement within 24 hours after execution.

o. Prior to exhaustion or institution by an Employee of the grievance procedure applicable to discipline, such Employee may be suspended without full pay for a period not to exceed thirty days, unless otherwise agreed to by the Executive Director and the Employee, after written notice to Local 698, only if the Executive Director determines that there is a probable cause to believe that the Employee's continued presence on the job represents an imminent danger to persons or property or would severely interfere with the Authority's operations. Such determination will be reviewable by the disciplinary arbitrator in accordance with paragraph m. of this Article to determine whether probable cause existed at such time. Local 698 will be notified in writing within 24 hours of any such suspension. A notice of discipline will be served in accordance with this Article no later than 72 hours following any such suspension, although service need not be complete within such time.

p. Prior to exhaustion or institution by an Employee of the grievance procedure applicable to discipline, such Employee may be suspended with full pay at the discretion of the Executive Director. Local 698 will be notified in writing within 24 hours of any such suspension.

q. The disciplinary arbitrator will be selected in accordance with the arbitration provision of the Contract Grievance Procedure set forth in this Agreement.

r. All fees and expenses of the disciplinary arbitrator, if any, will be divided equally between the Authority and Local 698 or the Employee if not represented by Local 698. Each party will bear the costs of preparing and presenting its own case. Estimated disciplinary arbitrator's fees and estimated expenses may be collected in advance of the hearing.

s. Either party wishing a transcript at a disciplinary arbitration hearing may provide for one at its own expense and will provide a copy to the disciplinary arbitrator and the other party.

t. An Employee will not be disciplined for acts which would not constitute a crime which occurred more than one year prior to the notice of discipline.

ARTICLE 21 GRIEVANCE AND ARBITRATION

21.1 Policy

In order to enjoy an 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 through an orderly Contract Grievance Procedure. Local 698 will have the exclusive right to represent any Employee, upon such Employee's request, at any step of the Contract Grievance Procedure provided, however, an individual Employee may represent himself or herself in processing a Contract Grievance at the first and second stages of the Contract Grievance Procedure. It is also the policy of the Authority to assure Employees the right of adjusting their Contract Grievances without fear of reprisal. It is the desire and policy of the Authority to encourage its Employees to contribute their experiences and their ideas to the solution of problems of the Authority and to acquire a feeling of identification with the objectives of the Authority. In line with these objectives, the informal resolution of differences prior to initiation of action under the formal Contract Grievance Procedure is encouraged. So far as may be possible, every Employee who feels he or she has a Contract Grievance of any kind should attempt to adjust the difficulty by conferring with such Employee's supervisor. However, such informal action is without prejudice to the use of the formal Contract Grievance Procedure provided for herein which shall not be denied to any Employee.

21.2 Basic Standards and Principles

a. A Contract Grievance is a dispute concerning the interpretation, application or claimed violation of a specific term or provision of this Agreement. Other disputes which do not involve the interpretation, application or claimed violation of a specific term or provision of this Agreement including matters as to which other means of resolution are provided or foreclosed by this Agreement, or by statute or administrative procedures applicable to the Authority will not be considered Contract Grievances.

b. Every Employee will have the right to present a Contract Grievance in accordance with the procedures prescribed hereunder, with or without a Local 698 representative, free from fear of discrimination or reprisal.

c. It is a fundamental responsibility of supervisors at all levels to consider and to take appropriate action promptly and fairly on a Contract Grievance of any subordinate Employee or Employees.

21.3 Procedure Relating to Contract Grievances

a. The first stage will consist of the Employee's presentation of a Contract Grievance to the immediate supervisor, not later than 45 calendar days after the date on which the act or

omission giving rise to the Contract Grievance occurred. The supervisor will, to the extent necessary or appropriate, consult with and permit the Employee to consult with any of the higher ranking supervisors in direct line below the level of the Executive Director. Discussion and resolution of Contract Grievances in the first stage will be on an oral basis. No transcript of any such presentation or discussion will be made. Group Contract Grievances will be presented in the first instance to the lowest ranking supervisor common to all Employees in the group. The Authority agrees that the Employee will receive a response to a Contract Grievance within ten working days following the date of submission whenever possible.

b. If a Contract Grievance is not satisfactorily settled at the first stage, the Employee may request a review and determination thereof by the Executive Director or the Executive Director's authorized designee. Such request must be made within ten working days after receipt of the first stage decision. The specific nature of the Contract Grievance and the facts relating thereto will be reduced to writing jointly or separately by the Employee and by the appropriate supervisor. The Executive Director will, on request of the Employee, hold an informal hearing at which the Employee and his or her representative may appear and present oral statements; or the Executive Director may designate one or more employees of the Authority to conduct such informal hearing and to submit a report thereon with recommendations. The final determination of such Contract Grievance will be made by the Executive Director and reported to the Employee or Local 698 within 28 working days following receipt of the second stage Contract Grievance.

c. In the event the grievant Employee does not accept the disposition of the Contract Grievance obtained in the second stage, the President of Local 698 or the President's authorized designee will confer with the Executive Director or the Executive Director's authorized designee in an attempt to resolve the dispute. In the event that the dispute remains unresolved, the Employee may choose to appeal the matter to the Chairman of the Authority, provided such appeal is made in writing by the Employee within ten working days after the conference with the Executive Director or the Executive Director's authorized designee.

d. In the event a Contract Grievance is not disposed of at the third stage, it may be referred by either party to arbitration within ten working days, or such longer or shorter time agreed to in writing, after the final third-stage conference. Such referral will be made by written demand for arbitration served upon the other party, and the arbitration shall be before an impartial arbitrator obtained from a panel of arbitrators whose names are maintained by the New York State Public Employment Relations Board. The demand for arbitration will identify the Contract Grievance, the Employee or Employees involved, and the Agreement provision in dispute. The method of selection of the arbitrator from the panel for a particular case will be by agreement or, failing agreement, by lot. The arbitrator will have no power to add to, to subtract from or to modify the provisions of this Agreement in arriving at a decision, but must confine the discussion solely to the application and interpretation of this Agreement. The arbitrator will be confined to the precise issue submitted for arbitration. The decision of the arbitrator will be final and binding. All fees and expenses of the arbitrator and collateral expenses which may be involved in the arbitration will be divided equally between the parties, provided however that each party will bear the cost of preparing its own case.

21.4 Miscellaneous

- a. Either party may at its own expense obtain a transcript at arbitration and will furnish copies to the other party and the arbitrator.
- b. Each Contract Grievance will contain a short plain statement of the grievance and will state the specific provision of the Agreement claimed to have been violated.
- c. Failure of the Authority to meet the time limits specified herein shall permit advancing the matter to the next stage, unless such time limit is waived by mutual agreement between the Authority and Local 698. Failure of the grievant Employee or Local 698 to file an appeal within the time limits specified will be deemed to be a settlement of the Contract Grievance unless such time limit is waived by mutual agreement between the Authority and Local 698.
- d. A settlement of or an award upon a Contract Grievance may or may not be retroactive as the equity of each case may demand, but in no event will such a resolution be retroactive to a date earlier than 30 days prior to the date the Contract Grievance was first presented or the date when the act complained of occurred, whichever is the later date.
- e. A settlement will constitute precedent only if the President of Local 698 and the Executive Director agree that such settlement will have such effect.

ARTICLE 22 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 23 EMPLOYEE OPPORTUNITIES

23.1 As new permanent positions are created and existing positions become vacant other than the reclassification of the position of an existing employee which is to be effective on the first day of the Authority's fiscal year and as to which the President of Local 698 has agreed that it is a reclassification, the Authority shall post the vacancy on all Union bulletin boards and provide the Local President with a copy of the posting. The position shall remain posted for at least fourteen days. Each posting shall include the position description and minimum qualifications therefor. If a present Employee applies for such a position and possesses the minimum qualifications as set forth in the Authority's position description for that position, consideration shall be given to the appointment of such present Employee to such position before non-Employees are given

consideration for appointment to such position. Present Employees shall be given every opportunity for advancement to higher positions, and length of continuous service shall be considered by the Authority as one factor in determining the qualifications of a present Employee for such position. Where management determines that a present Employee is not qualified, the reasons for such determination shall be given in writing if requested by the Employee.

23.2 Employees who are promoted shall be subject to a six-month probationary period before such promotion shall become permanent. If for any reason an Employee's promotion is not made permanent at the end of the probationary period, the Employee shall have the right to retreat immediately to his or her former position at the former salary.

ARTICLE 24 CERTAIN EXCLUDED EMPLOYEES

Employees of the Authority who are employed only for the duration of a project or projects shall be excluded from the application of sections 4.3, 4.7, 4.8, 11.3, 15.2 and 15.4; paragraph 15.3.a. and Articles 7, 12, 14, 20, 21, 23 and 26 of this Agreement.

Notwithstanding the preceding paragraph, employees of the Authority who are employed as field representatives and are assigned to the Office of Urban Affairs, to the CUNY B&E program or to the SUNY B&E program shall be covered by all of the Articles of this Agreement, except that such employees shall be excluded from the provisions of Articles 20, 21, and 26 and sections 7.1, 7.4, 7.5, 7.6, 12.2, 15.2 and 15.4 of this agreement.

ARTICLE 25 NO DISCRIMINATION

25.1 Local 698 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.

25.2 The Authority agrees to continue its policy against all forms of discrimination with regard to race, creed, color, sex, national origin, age, disability, marital status, sexual orientation or the proper exercise by an Employee of the rights guaranteed by the Public Employees' Fair Employment Act.

**ARTICLE 26
JOB SECURITY**

26.1 Seniority

- a. **Service Seniority:** Where applicable, service seniority shall be first determined by length of continuous service with the Authority. After consideration of such service with the Authority, service seniority shall next be determined by length of combined continuous service with the Authority and with the State of New York.
- b. **Same Date of Hire:** Where applicable, when two or more employees have the same date of hire (service seniority) individual seniority shall be determined by lot.
- c. **Leave of Absence:** During the first six months of an employee's unpaid leave of absence, the employee will continue to accrue seniority. Thereafter, seniority will not accrue until the employee returns to work.
- d. **Seniority Lists:** Annually, the Authority shall provide the President of Local 698 with the names, positions, and service seniority of all employees.

26.2 Layoff Procedure

- a. **Sequence:** In the event of a reduction in the work force in a position within the bargaining unit, the employee within the affected position with the least service seniority shall be the first laid off.
- b. **Bumping Rights:** An employee who is laid off shall be entitled to displace ("bump") an employee in an equal or lower position 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 position. An employee who is bumped shall be entitled to bump an employee in an equal or lower position within the bargaining unit in like fashion as set forth above until the last employee is 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 short of the thirty day notice requirement such notice is given.
- 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 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.

26.3 Recall Rights

a. An Employee who is laid off shall have the following rights of recall, which shall be applicable to any employee laid off by the Authority, and shall extend for a period of two years following the effective date of the layoff.

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

c. Recall to Different Position: When there is a vacancy in a new or an existing position 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 position and no other employee with more service seniority has bid on the position in accordance with Article 23, above. 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, the employee shall be deemed: to have resigned if the recall was pursuant to paragraph b of this section; or to have rejected the offer if made pursuant to paragraph c of this section.

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 698, terminates all prior agreements and understandings and concludes all collective negotiations during its term except as specifically set forth in Article 30 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 which may be threatened.

ARTICLE 30
APPROVAL OF THE LEGISLATURE

30.1 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 therefore shall not become effective until the appropriate legislative body has given approval.

30.2 All other provisions set forth in this Agreement shall become binding upon the execution of this Agreement by the Authority and Local 698. Neither the Authority nor Local 698 shall refuse to execute this Agreement because the approvals referred to above have not yet been obtained.

**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 698, and failure to agree shall be deemed a Contract Grievance within the meaning of this Agreement.

**ARTICLE 32
DURATION OF AGREEMENT**

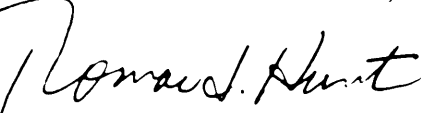
The term of this Agreement shall become effective on April 1, 1999 and shall remain effective through March 31, 2003, and for such further period as may be agreed upon by both parties. All terms and conditions set forth in this Agreement shall remain in full force and effect until the parties have executed a new agreement.

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

**DORMITORY AUTHORITY OF
THE STATE OF NEW YORK**

By 
Executive Director

**LOCAL 698 OF THE CIVIL SERVICE
EMPLOYEES ASSOCIATION, INC.**

By  5/4/99
President

POSITION CLASSIFICATION CATEGORIES
AND
SALARY RANGES

Classification	April 1, 1999		April 1, 2000		April 1, 2001		April 1, 2002	
	General Increase 2.0%		General Increase 2.5%		General Increase 3.0%		General Increase 3.5%	
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
6 Clerical Assistant	18,484	23,991	18,946	24,591	19,514	25,328	20,197	26,215
10 Clerical I	20,024	26,053	20,525	26,704	21,140	27,505	21,880	28,468
14 Clerical II	21,984	28,616	22,534	29,331	23,210	30,211	24,022	31,269
18 Clerical III	24,367	31,680	24,976	32,472	25,725	33,446	26,626	34,617
24 Para-professional	28,729	37,219	29,447	38,149	30,331	39,294	31,392	40,669
28 Entry Level Professional I	32,165	41,536	32,969	42,574	33,958	43,852	35,147	45,386
32 Entry Level Professional II	36,021	46,357	36,922	47,516	38,029	48,941	39,360	50,654
36 Professional I	40,299	51,680	41,306	52,972	42,546	54,561	44,035	56,471
42 Professional II	47,509	60,603	48,697	62,118	50,158	63,982	51,913	66,221
46 Professional III	52,840	67,178	54,161	68,857	55,786	70,923	57,738	73,405
50 Upper Level Professional	58,593	74,256	60,058	76,112	61,860	78,396	64,025	81,140
54 Senior Professional	64,767	81,835	66,386	83,881	68,378	86,397	70,771	89,421
58 Manager or Equivalent	71,364	89,916	73,148	92,164	75,343	94,929	77,980	98,251

POSITION CLASSIFICATION CATEGORIES
AND
SALARY RANGES

Classification	April 1, 1999		April 1, 2000		April 1, 2001		April 1, 2002	
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
60 Chief or Equivalent	74,819	94,145	76,689	96,499	78,990	99,394	81,755	102,872

APPENDIX B
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 employee 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, whichever 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.