

AGREEMENT

Agreement, dated this 5th day of August 2016, and effective as of May 1, 2011, between the New York State Housing Finance Agency, a corporate governmental agency created under and pursuant to the provisions of the New York State Housing Finance Agency Act (hereinafter referred to as the "Agency") having its principal office at 641 Lexington Avenue, Borough of Manhattan, City, County and State of New York and the New York State Housing Finance Agency Employees' Association - UAW Local 2110 (hereinafter referred to as the Union"), an employee organization formed in conformity with Article Fourteen of the New York State Civil Service Law (hereinafter referred to as the "Taylor Law") having its office at 256 West 38th Street #704, Borough of Manhattan, City, County and State of New York.

WITNESSETH:

WHEREAS, the Agency since its creation has fully enjoyed a cooperative relationship with its employees and the employees have enjoyed a harmonious and cooperative relationship with the Agency; and it is the desire of both to continue and expand this relationship; and

WHEREAS, pursuant to the Taylor Law the employees have organized the Union to bargain with the Agency regarding the terms and conditions of employment for all Agency employees; and

WHEREAS, on August 7, 1968, the Members of the Agency duly adopted a resolution recognizing the Union as the sole and exclusive bargaining agent for all the employees of the Agency for the purpose of negotiating collectively with the Agency under the provisions of the Taylor Law; and

WHEREAS, the Agency and the Union duly entered into negotiations for the period commencing May 1, 2011; and

WHEREAS, the Agency and the Union have concluded their collective bargaining negotiations and have reached a mutually acceptable settlement of all demands concerning terms and conditions of employment submitted by the Union and the Agency and now desire to record and formalize the settlement by this Agreement;

Now, therefore, the parties agree:

ARTICLE 1 - CAPTIONS

The following captions used for the Articles in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope or the intent of this Agreement, or of any Article thereof:

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ARTICLE 2 - RECOGNITION OF BARGAINING UNIT

The Agency recognizes the Union as the sole and exclusive bargaining unit for all the Agency employees for the purpose of negotiating collectively under the Taylor Law.

ARTICLE 3 - DUES CHECK-OFF

The Agency agrees to deduct from the wages of employees and remit to the Union regular membership dues for those Agency employees who sign authorizations permitting such payroll deductions.

In addition, effective May 1, 1999, to the extent required by law, the Agency shall recognize agency shop and deduct from all other employees in the bargaining unit after thirty (30) days of employment an agency shop fee equal to the amount of regular membership dues.

The deductions shall be made bi-weekly from the employee's paycheck and shall be remitted to the Union along with a list of the names (and amounts) for whom deductions have been made. If the employee has no earnings due for that pay period, the Union shall be responsible for collecting said dues. The Union agrees to refund to the Agency any amount paid to the Union in error on account of this dues deduction provision. The Union may change the fixed percentage amount which shall be considered the regular monthly union dues once each year during the life of this Agreement. The Union will give the Agency thirty (30) days notice of any such change in the fixed percentage amount of uniform union dues to be deducted.

B. The Union shall indemnify, defend and save the Agency harmless against any and all claims, demands, suits, or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the Agency in complying with the provisions of this Article, provided that the Union shall

control the defense of such claim, including the settlement thereof, choose counsel who the parties agree may represent both the Agency and the Union even if the Agency and the Union are not joined as parties. The Agency agrees to cooperate in any such defense provided the nature of the cooperation is reasonable. Notwithstanding anything to the contrary contained in this paragraph, in the event that the Union fails to provide such a defense as required by this paragraph for any reason whatsoever, the Agency shall have the right upon reasonable notice to the Union to hire its own counsel and take all necessary actions to dispose of any claims arising under this Article, all without the consent of the Union, and the Union agrees to indemnify and hold harmless the Agency from all reasonable cost of disposing of any such claims, demands, suits, or other forms of liability (monetary or otherwise) including, without limitation, reasonable legal costs.

C. If an improper deduction is made, the Union shall refund directly to the employee any such amount.

ARTICLE 4 - TERM OF AGREEMENT

A. The Agency and the Union agree that, except as otherwise provided in this Agreement, all benefits accruing under this Agreement shall be effective as of May 1, 2011. Each benefit of this Agreement shall be for a period commencing on the effective date of such benefit, as provided in this Agreement, and ending on April 30, 2021. In the event a new Agreement has not been signed by April 30, 2021, the terms of this Agreement shall remain in effect until a new Agreement has been signed.

B. Unless specifically stated to the contrary in this Agreement, the Union and the Agency agree that all Amendments incorporated into the Agreement shall have an effective date of June 28, 2016 and shall apply prospectively only from that date.

ARTICLE 5 - EXISTING RIGHTS AND BENEFITS

The Agency agrees to maintain all existing employee benefits and conditions of employment unless modified by the terms of the Agreement and agrees to abide by those provisions of the New York State Civil Service Law, and Rules and Regulations of the Civil Service Commission promulgated thereunder, and by any future changes as are or may be applicable to Agency employees.

The Agency and the Union recognize that classified employees of the Agency are career civil service employees subject to the Civil Service Law of the State of New York and the Rules and Regulations of the New York State Civil Service Commission.

It is the intent of the Agency and the Union to preserve all the benefits applicable to employees as of the effective date of this Agreement and to change them only on the basis of mutual agreement.

The Agency agrees that every employee of the Agency shall be entitled to receive under this contract no less monetary and fringe benefits to which such employee would be entitled to receive if employed by the State.

ARTICLE 6 - NEGOTIATION COMMENCEMENT

The Agency and the Union agree that negotiations for the period commencing May 1, 2021 shall begin February 1, 2021.

ARTICLE 7 - CONTRACT NEGOTIATIONS

The Agency agrees that the selected representatives of the Union assigned to collective bargaining with the Agency shall receive time off for the purposes of negotiations without any charge to time accruals.

ARTICLE 8 - COVERAGE OF AGREEMENT

The provisions of this Agreement shall be binding upon the Agency, its successors and assigns, and the Union, its successors and assigns.

ARTICLE 9 - ALTERATION OF AGREEMENT

No agreement, alteration, waiver or modification of any of the terms and conditions contained in this Agreement shall be made by any employee or group of employees with the Agency, and in no case shall it be binding upon the Agency or the Union, unless made and executed in writing. It is agreed and understood that this Agreement constitutes the complete understanding by the parties. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event a question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the parties, and no presumption or burden of proof shall arise in favor of or against any party by virtue of the authorship of any provision of the Agreement.

ARTICLE 10 - MANAGEMENT RIGHTS

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

It is agreed that the listing of titles (or successors thereto) attached hereto as "Exhibit A" and specifically incorporated by reference herein shall be deemed and designated managerial or confidential, as specified in "Exhibit A", under the civil service law, including without limitation, all provisions of the Taylor Law. Notwithstanding the foregoing, incumbents in positions designated in "Exhibit A" as "Marked For Incumbents Only" as of June 1, 1993 shall have the right to retain Union membership, and shall not be deemed either managerial or confidential but no successor incumbents in such positions shall be entitled to Union membership or representation by the Union in any way, and shall be deemed managerial or confidential, as the case may be.

A. The Agency and the Union agree to forthwith undertake all necessary acts and enter into any necessary agreements required to obtain from the NYS Public Employment Relations Board formal managerial or confidential designations, as specified in "Exhibit A" for each of the positions (or successors thereto) and/or individuals set forth in "Exhibit A".

B. Upon obtaining said formal designations, the Agency agrees to withdraw with prejudice PERB Case No. E-1824. The Agency further agrees that, upon such withdrawal, it will not commence any further PERB proceedings for the designation of any other employees or titles as managerial or confidential for the balance of the stated term of the Agreement.

Effective May 1, 2005, the position of Benefits Administrator shall be a management/confidential position and not included in the bargaining unit or covered by this Agreement. Notwithstanding the preceding sentence, the current incumbent in the position of Benefits Administrator as of April 1, 2005 shall be permitted to remain in the Union and be covered by the Agreement. The Union warrants, represents and agrees that it will cooperate in and not contest any application made by the Agency to the Public Employment Relations Board or its successor to designate the position of Benefits

Administrator as management/confidential after the current incumbent (as of April 1, 2005) leaves that position.

ARTICLE 11 - NO DISCRIMINATION

Neither the Agency nor the Union shall discriminate on the basis of race, creed, color, religion, national origin, age, sex, physical or mental handicap, marital status, citizenship status, veteran status, or sexual orientation. There shall be no discrimination against any employee because such employee has formed, joined, or chosen to be represented by the Union.

With the sole exception of claims alleging adverse employment action involving multiple employees, claims of discrimination shall not be subject to review under the provisions of Article 46 of this Agreement ('GRIEVANCE PROCEDURES').

ARTICLE 12 - SALARY AND PAY PLAN

A. Unless specifically agreed to the contrary by the parties, subject to all limitations contained in this Article, eligible employees shall receive:

(1) 0% general wage increase in annual base salary for the year May 1, 2011 through April 30, 2012;

(2) 0% general wage increase in annual base salary for the year May 1, 2012 through April 30, 2013;

(3) 0% general wage increase in annual base salary for the year May 1, 2013 through April 30, 2014;

(4) 2.0% general wage increase in annual base salary for the year May 1, 2014, retroactive for base wage to May 1, 2014, payable to current employees (employed as of the date of approval and ratification of the Agreement) who were in the bargaining unit on May 1, 2014, and otherwise meet the requirements of this Agreement. The

retroactive increase in this 12.A(4) does not apply to anything other than base salary.

Retirees who were employed from May 1, 2014 to April 30, 2015 will receive a payment of this increase for the period which they were employed. The retroactive increase will be paid within thirty (30) days following approval and ratification of the Agreement;

(5) 2.0% general wage increase in annual base salary effective May 1, 2015, retroactive for base wage to May 1, 2015, payable to current employees (employer as of date of approval and ratification of the Agreement) who were in the bargaining unit on May 1, 2015, and otherwise meet the requirements of this Agreement.

The retroactive increase in this 12.A(5) does not apply to anything other than base salary. Retirees who were employed from May 1, 2015 to April 30, 2016 will receive payment of this increase for the period which they were employed. The retroactive increase will be paid within thirty (30) days following approval and ratification of the Agreement;

(6) 1.5% general wage increase in annual base salary effective May 1, 2016;

(7) 1.5% general wage increase in annual base salary effective May 1, 2017;

(8) 1.5% general wage increase in annual base salary effective May 1, 2018;

(9) 1.5% general wage increase in annual base salary effective May 1, 2019;

(10) 1.5% general wage increase in annual base salary effective May 1, 2020.

B. Retention Payment

Employees who are active as of the date of ratification of the contract and who remain in continuous service through the date of each payment, shall be eligible for a one-time lump sum \$3,500 retention payment payable as follows:

\$1,750 lump sum cash payment will be paid within thirty (30) days following approval and ratification of the Agreement. This amount will not be included as part of an employee's base salary.

\$1,750 lump sum cash payment payable May 1, 2017. This amount will not be included as part of an employee's base salary.

C. Downstate Adjustment

Eligible employees who are regularly assigned to work in New York City, Nassau, Rockland, Suffolk and Westchester will receive a Downstate Adjustment of \$3,026. The payment will be prorated over the twenty-six (26) payroll cycles that the employee is eligible. The amount will not be included as part of an employee's base salary.

D. The following definitions shall apply to this Article:

(1) The term "employee" shall mean salaried employees excluding interns. Employees otherwise eligible, temporarily working part-time, shall receive any payments due such eligible employee pursuant to this Article pro-rated accordingly.

(2) The term "classification band" (sometimes referred to as "Band" or "Bands"), as used in the Pay Plan (defined below) and in this Agreement shall mean the grouping of HFA/AHC titles or positions in the Pay Plan pursuant to a January, 1995

Classification Study, as amended (the "Classification Study") to which there has been assigned a minimum and maximum annual base salary negotiated by the Agency and the Union.

(3) The term "annual base salary" shall mean base wages only and shall not include overtime or any other types of compensation.

(4) The term "general wage increase" shall refer to the across the board wage increases set forth in paragraph A.(2)- A.(10) above.

(5) The term "merit increase" shall mean increases in annual base salary based on merit and granted at the discretion of the Agency.

(6) The term "Off Base Cash Payment" shall mean a one-time non-recurring increase in compensation in lieu of and as a substitute for a general wage increase, or a portion thereof, said compensation to be pro-rated over a one (1) year period commencing with the effective date of the general wage increase in four (4) equal installments and to be paid quarterly over said one (1) year period, provided, however, any employee whose employment terminates during said one (1) year period, shall receive a pro-rata share of the quarterly payment due for the quarter during which the payment would have been payable based on the date of termination.

E. Except as otherwise provided in this Article, the HFA/AHC Pay Plan ("Pay Plan"), a copy of which is attached hereto as "Exhibit B" and specifically incorporated by reference shall be effective May 1, 2007. All employees in the bargaining unit shall be paid in accordance with the Pay Plan. The parties agree that the annual base salaries of employees set forth in the Pay Plan, as modified by the wage increases set forth in paragraph A hereof, shall be subject to correction of calculation errors made in implementing this Agreement.

(1) Pursuant to the Classification Study, the title or position of each eligible employee has been assigned by the Agency to a classification band, which

classification bands have been incorporated into the Pay Plan. Each classification band in the Pay Plan has a minimum and maximum salary.

(a) Effective June 11, 2008, no employee shall be paid an annual base salary lower than the minimum annual base salary set forth in the Pay Plan for the classification band to which the employee's title or position has been assigned.

(b) Except as specifically provided in subparagraph C.(1)(c) below, and paragraph E below and the side-letter(s), attached as "Exhibit C" no employee shall be paid an annual base salary higher than the annual maximum base salary set forth in the Pay Plan for the classification band to which the eligible employee's title or position has been assigned.

(c) The Pay Plan's implementation shall not operate to decrease any employee's annual base salary in effect on the effective date of the Pay Plan's implementation.

(2) The Agency shall have the right to unilaterally establish and modify the classification bands set forth in the Pay Plan, including the right to increase or decrease the total number of classification bands or make other modifications thereto, provided that no employee's annual salary shall be reduced by such change. In addition, the Agency agrees to negotiate with the Union over the minimum and maximum salary of any new or modified classification band.

(3) The Agency expressly reserves the right to assign, in its sole discretion, new titles or positions to different classification bands provided that no employee shall have his or her individual title or position reassigned to a lower classification band, except as otherwise provided in this Agreement.

(4) Neither the aforesaid reservation of rights nor anything to the contrary contained in this Article 12 or the Pay Plan shall be construed as a limitation on rights reserved to the Agency in the Management Rights Clause set forth in Article 10 of the

Agreement, including without limitation to the foregoing, the right to unilaterally: establish the annual base salary for new employees hired by the Agency and for new titles or positions created by the Agency; establish a new annual base salary for a promoted employee within the employee's current classification band; establish a new annual base salary for a promoted employee and to reassign the employee to a higher classification band; establish a new annual base salary for an employee in connection with the transfer of such employee to another position or title or the assumption by the employee of new and/or additional duties and to reassign the employee to a higher classification band; and increase the annual base salary of an employee by the granting, in accordance with the limitations of this Article, of a merit increase.

(5) The Pay Plan shall be revised by the Agency to reflect all personnel actions affecting it, including without limitation, the changes described above in subparagraphs (3) and (4) and to delete references to employees no longer employed by the Agency as of the date of their separation from service.

(6) The annual base salary minimum and maximum for each classification band of the Pay Plan shall remain in effect for the term of this Agreement. The annual base salary minimum and maximum set forth for each classification band of the Pay Plan shall not be increased by the amount of any general wage increase.

F. Except as expressly provided in paragraph G below, no employee shall receive a general wage increase, or portion thereof, that has the effect of increasing the eligible employee's annual base salary above the maximum annual base salary for the classification band to which the eligible employee's title or position has been assigned. In lieu of any such general wage increase, or portion thereof, and in substitution thereof, the affected employee shall be paid a single one-time non-recurring Off Base Cash Payment equal to one (1) year's cash equivalent of said general wage increase based on the affected eligible employee's annual base salary as of the date of the general

wage increase, or the portion of said general wage increase that causes the affected employee's annual base salary to exceed the maximum of the applicable classification band. Said Off Base Cash Payment shall be pro-rated over a one (1) year period commencing with the effective date of the general wage increase and paid in four (4) equal quarterly installments. An otherwise eligible employee must be a regular salaried employee of the Agency on the date a quarterly payment is due in order to be eligible for such payment, provided, however, any employee whose employment terminates during said one (1) year period shall receive a pro-rata share of the quarterly payment due for the quarter during which the payment would have been payable based on the date of termination. By way of example, and not limitation, if eligible Employee "A" has an annual base salary of \$20,000, the maximum annual base salary of eligible Employee "A"'s classification band is \$18,000 (i.e. eligible Employee "A" is above the maximum), and the contract provides for a general wage increase of 5% on April 1, 2000, Eligible Employee "A" should receive a single, one-time non-recurring Off Base Cash Payment of \$1,000 which the Agency will pay in four (4) quarterly installments of \$250 each to Employee "A" commencing on April 1, 2000 and terminating March 31, 2001, provided eligible Employee "A" is employed by the Agency on the date the quarterly payment is due. In the event Employee "A" resigns on February 1, 2001, the final \$250 payment due for the period January through March would be pro-rated.

G. Notwithstanding anything to the contrary contained herein, an employee's annual base salary may exceed the maximum annual base salary of the classification band to which the employee's title or position has been assigned by the cumulative amount of any merit increases awarded to the eligible employee by the Agency to a cumulative maximum of 12% above the maximum annual base salary for the applicable classification band. The amount of any general wage increase, or portion thereof, exceeding the maximum annual base salary of an applicable classification band, as

modified by merit increases in accordance with the terms of this paragraph, shall be paid as an Off Base Cash Payment in accordance with paragraph F above.

ARTICLE 13 - OVERTIME

The Agency and the Union agree that, overtime work required and requested of any employee (Band 5 or under or otherwise entitled to receive overtime compensation by law) by an executive of the Agency, shall be payable at the employee's straight time pay rate up to 40 hours actually worked; over 40 hours actually worked, overtime shall be compensated by the Agency at one and one-half times (1-1/2X) the employee's regular pay rate.

However, if any such employee of the Agency undertakes travel outside New York City at the request of an executive of the Agency, such hours are to be computed at the beginning of the trip from time of departure from either home or office (whichever the case may be) to 9:00 A. M. and for the return trip from 5:00 P.M. to arrival either at home or office (whichever the case may be); provided that such time will be counted and compensated as overtime only to the extent it exceeds the normal time of commutation, or to the extent required by law.

For the purpose of this Article 13, compensatory time shall be defined as compensatory time earned by an employee in lieu of paid overtime and which shall be accrued computed on the basis which is applicable to State Employees at a rate not exceeding one and one-half times (1-1/2X) the overtime hours worked.

Compensatory time earned by an employee on or after May 1, 1999 ("new compensatory time") shall be utilized by the employee within one year of the date earned. The cash equivalent of any unused balance of new compensatory time not used by an employee within said one-year period, if any, shall thereupon be paid to the

employee based on the employee's hourly salary rate in effect when the new compensatory time was earned.

Employees having accrued compensatory time earned prior to May 1, 1999 ("old compensatory time") shall have a period of thirty (30) months commencing May 1, 1999 to take such old compensatory time in paid time-off (subject to the needs of the Agency) or cash in such increments as the employee may reasonably request at the election of the employee. The cash equivalent of any unused balance of old compensatory time not used by an employee within said thirty (30) month period, if any, shall thereupon be paid to the employee. Any cash payments made by the Agency to the employee for old compensatory time pursuant to this paragraph shall be based on the employee's hourly salary rate in effect on April 30, 1999.

ARTICLE 14 - ATTENDANCE RULES

The "Attendance Rules for Employees in New York State Departments and Institutions", adopted October 24, 1956 and effective January 3, 1957, by the Civil Service Commission of the State of New York and all subsequent changes thereto, shall constitute the rules for attendance for the employees of the Agency, and the Standard Operating Procedures of the Agency shall so provide, except as modified to take into account the terms and conditions of this Agreement.

ARTICLE 15 - HOURS OF WORK

The normal hours of work for Agency employees shall be Monday through Friday from 9:00 a.m. to 5:00 p.m. The normal workweek shall be 37.5 hours. Variations from this schedule shall be permitted at the discretion of the Agency.

For the summer months June 15th through September 15th, employees may, subject to the approval of the appropriate Agency executive, leave at 4:00 p.m. on alternate Fridays. In consideration thereof, any employee taking such time off shall work

equivalent overtime, at the request of the appropriate Agency executive in accordance with workload demands including during said summer months, without pay.

Employees taking partial days off must actually work at least 3.5 hours of the work day in order to be entitled to a paid lunch break.

ARTICLE 16 - TIME SHEET

All employees Band 5 and under shall be required to sign a biweekly Attendance Record. All employees Band 6 and over shall not be required to sign such record but shall instead complete a Certificate of Time Worked. Notwithstanding anything to the contrary contained in this Article 16, commencing May 24, 2001, employees shall be required to complete (in the manner specified on the timesheet) and sign, for each pay period, the Agency's revised bi-weekly timesheet attached hereto as "Exhibit D" and specifically incorporated by reference herein.

On or after May 1, 2005, the Agency shall implement an interim electronic timesheet with certification that shall replace the existing paper timesheet. The Union acknowledges that it has reviewed the interim electronic timesheet with certification and has no objections to it. The parties recognize that the Agency is attempting to develop a graphical electronic timesheet with certification that will serve as a permanent replacement for the interim electronic timesheet. The Union agrees to exercise best efforts to cooperate with the Agency in the development and implementation of the permanent graphical electronic timesheet and that the Agency shall have the right to implement such timesheet provided the information and certification required of the employee is substantially equivalent to the interim electronic timesheet.

ARTICLE 17 - VACATION LEAVE

Agency employees will accrue vacation leave in accordance with the State Civil Service Law and the Rules and Regulations of the Civil Service Commission. In the

event any employee, due to work requirements and as requested in writing by an executive of the Agency, shall lose any vacation leave, such employee shall be compensated in cash for the lost time on the basis of one day's pay for each day lost in accordance with the computation method used by the State. Vacation leave may be used in minimum periods of one-quarter (1/4) hour and with the prior approval of the employee's supervisor.

Written vacation requests shall be answered within a reasonable time. If denied, the employee shall receive a written statement enumerating reasons for denial.

Vacation requests (or combined vacation day(s) and personal day(s) requests) of two calendar weeks or more must be submitted at least thirty (30) days prior to the start date of the leave except in extenuating circumstances and such leave shall not be unreasonably denied.

The Agency agrees to continue to grant employees who have 15 or more years of continuous State and/or Agency service, and who are entitled to earn and accumulate vacation credits, additional vacation credit as follows:

<u>Completed Years of Continuous Service*</u>	<u>Additional Vacation Credit</u>
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

*Continuous State and/or Agency service means uninterrupted State and/or Agency service, in pay status, as an employee. A leave of absence without pay, or a resignation followed by reinstatement or re-employment in State and/or Agency service within one

(1) year following such resignation, shall not constitute an interruption of continuous State and/or Agency service for the purposes of this Article, provided; however, that leave without pay for more than six (6) months, or a period of more than six (6) months between resignation and reinstatement or reappointment, during which the employee is not in State and/or Agency service, shall not be counted in determining eligibility for additional vacation credits under this Article.

Any employee who completes or has completed fifteen (15) years of continuous State and/or Agency service shall be credited with additional vacation on that date in accordance with the schedule of additional vacation credit and upon the completion of each additional twelve (12) months of continuous State and/or Agency service.

Vacation credits may be accumulated up to forty (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 thirty (30) days. Notwithstanding anything to the contrary contained in the preceding sentence, commencing May 1, 2001, employees may exceed the forty (40) day maximum during the calendar year, however any accumulated leave days exceeding the forty (40) day maximum on December 31 of the same calendar year shall be lost.

ARTICLE 18 - PERSONAL LEAVE

There shall be five (5) days of personal leave granted to each employee to be used for any purpose including adding to vacation leave which may be used in minimum periods of one-quarter (1/4) hour. Unused personal leave will be added to vacation accruals on the employee's anniversary date but not in excess of the maximum set forth in Article 17 of this Agreement.

The Agency 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 the requested leave must be obtained, that the resulting absence will not interfere with the proper conduct of Agency functions, and that an employee who has exhausted his/her personal leave credits shall charge approved absences from work necessitated by personal business or religious observance to accumulated vacation or overtime credits.

ARTICLE 19 - SICK LEAVE

Agency employees will accrue sick leave in accordance with the State Civil Service Law and the Rules and Regulations of the Civil Service Commission. Employees who are entitled to earn and accumulate sick leave credits may accumulate such credits up to a total of 200 days.

An employee shall be allowed to charge absence from work in the event of death or illness in the employee's immediate family against accrued sick leave credits up to a maximum of fifteen (15) days in any one calendar year. Request for leave for family illness shall be subject to approval of the appropriate Agency executive; such approval shall not be unreasonably withheld.

At retirement for superannuation, an employee who is a member of the Employees' Retirement System will be granted (a) additional retirement service credit, on a day-for-day calendar day basis and; (b) if eligible to continue health insurance coverage in retirement, an actuarial amount equal to the amount of accumulated unused sick leave credits, up to a maximum of 165 days.

It is the employee's responsibility to let his or her supervisor know the reason for the employee's absence. A physician's note may be required for absences of three (3) or more consecutive days or for an employee who has been warned of possible abuse of

sick leave.

The Human Resources Department shall audit absences and identify, monitor and report potential abusers (i.e. absences occurring on Mondays, Fridays, before or after holidays or taking the same day off every week) of the sick leave policy. An attendance record for each employee shall be kept by the Human Resources Department. Information on an employee's attendance shall be taken off his/her time sheet and recorded biweekly. At the end of each quarter, supervisors will be informed in writing by the Human Resources Department of employee(s) who may be potential abusers of the policy and in need of counseling.

In the event of illness, lateness or other emergency, the employee must telephone the supervisor or the appropriate senior staff member by 9:30 a.m.

All employees shall have on file with the Human Resources Department the name, address and telephone number of a person to contact in the event of an emergency.

ARTICLE 20 - HOLIDAYS

The Agency will observe the following holidays:

1. New Year's Day
2. Martin Luther King's Birthday
3. Lincoln's Birthday
4. President's Day (Formerly Washington's Birthday)
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Election Day

10. Veteran's Day
11. Thanksgiving Day
12. Day after Thanksgiving
13. Christmas Day

An employee shall be entitled to compensatory time off for holidays worked during the term of this Agreement (Holiday Leave).

When a holiday falls on a Saturday, the preceding Friday shall be celebrated.

ARTICLE 21 - BREAKTIME

The Agency agrees to provide two (2) fifteen-minute breaks each working day, one in the morning and one in the afternoon.

The Agency agrees to provide, at no expense to employees, coffee and tea and all necessary supplies and equipment appurtenant to the preparation and serving of coffee and tea.

Break-time for Smoking. Employees desiring to take smoke breaks (all smoke breaks must be taken outside the Agency's premises and otherwise in accordance with applicable law) shall be limited to two such breaks per day (in addition to 1 hour lunch break), one in the morning and one in the afternoon, that shall not exceed 15 minutes per break in duration. Employees desiring to take such breaks shall arrange in advance a mutually agreeable time(s) for such breaks with the employee's department or unit head. Notwithstanding anything to the contrary contained in this Agreement, any break-time taken pursuant to this paragraph shall be made-up by the employee without additional compensation at the beginning or the end of what would be the employee's normal work day. By way of example, and not of limitation, an employee who takes two 15 minute breaks pursuant to this paragraph during the normal workday whose schedule

is 9:00 A.M. – 5:00 P.M. would be required to work either 8:30 A.M. – 5:00 P.M. or, alternatively, 9:00 A.M. to 5:30 P.M. on such day without additional compensation.

The Union and the Agency agree that, effective May 1, 2005, any employee taking smoke breaks hereunder shall be deemed to be on a limited flextime schedule by the Agency and shall be required to logon to the computer assigned to him or her by the Agency and personally execute the e-mail (or electronic equivalent) procedure established by the Agency for the purpose of confirming the employee's arrival and departure time for each of the employee's work days. Such employee shall also be required to logon to the computer assigned to him or her by the Agency and personally execute the e-mail (or electronic equivalent) procedure established by the Agency for the purpose of confirming the employee's commencement and termination of the break provided for in this paragraph. Any employee covered by this paragraph who is not assigned a computer by the Agency, shall be assigned a specific computer for the purposes of complying with this requirement. Repeated and/or willful failure of an employee to comply with the requirements of this paragraph, as determined by the Agency, shall result in the loss of entitlement to the breaks provided for in this paragraph and possible disciplinary action.

ARTICLE 22 - EXCUSED LEAVE

The Agency agrees that on those days when an employee cannot report to work due to conditions beyond his or her control, i.e., inclement weather, transit strike, power failure, etc., such days, at the discretion of the President of the Agency, will not be charged to accruals.

ARTICLE 23 - TRANSPORTATION EMERGENCY

In the event a power failure, inclement weather, transit strike, etc., prevents an employee from traveling from the office to home, the Agency will provide overnight

lodging and subsistence in New York City at the current travel reimbursement rates, provided that the presence of the employee in the office for the subsequent working day is essential and is requested by the appropriate Agency executive.

ARTICLE 24 - LEAVE OF ABSENCE

The Agency agrees to permit any employee upon acceptance of employment with another State department or agency, to take a leave of absence without pay for the probationary period required for such employment to the extent allowed under the Rules and Regulations of the State Department of Civil Service.

ARTICLE 25 - WORKER'S COMPENSATION LEAVE WITH PAY

25.1. An employee necessarily absent from duty because of occupational injury or disease as defined in the Worker's Compensation Law who is allowed leave from his or her position for the period of absence necessitated by such injury or disease shall, subject to the proviso set forth in section 25.2 below, be (A) first granted compensation leave with full pay without charge to leave credits not exceeding cumulatively six (6) months, and (B) upon exhausting leave with full pay benefits under (A) above, be allowed to draw accrued leave credits, and (C) upon exhausting leave with full pay benefits under (A) and (B) above, be allowed sick leave at half pay for which he or she may be eligible during such leave unless (1) there is good and sufficient reason to believe that the disability resulting from such injury or disease is not job related or is primarily due to some pre-existing medical condition; (2) there is good and sufficient reason to believe that the employee could report for work on a full-time or part-time basis; (3) the employee's services would have been terminated or would have ceased under law; or (4) the employee's claim for benefits is controverted by the State Insurance Fund.

25.2. An employee allowed leave with pay from his or her position pursuant to section 25.1 above shall receive pay during the first ten (10) working days of such leave for each separate injury or disease subject to the following proviso:

A. For the first ten working days of such leave in any one calendar year, but not exceeding ten working days in any one continuous period of leave spanning successive calendar years, the employee shall charge such leave to accrued leave credits, if any; provided, however, that the cumulative total of leave credits so charged shall not exceed the number of hours normally and regularly worked by the employee in a biweekly pay period.

B. During a period of leave under paragraph (A) above, the Agency shall advance up to ten (10) days of sick leave credits to an employee eligible to accrue leave credits but who has exhausted leave accruals, unless such employee requests otherwise in writing, and such advanced sick leave credits shall be repaid as soon as practicable from subsequent accumulations of leave credits in a manner to be determined by the Agency; provided, however, that the cumulative total of leave credits so advanced shall not exceed the number of hours normally and regularly worked by the employee in a biweekly pay period.

25.3. An employee allowed leave with pay under this Article may elect to draw accrued leave credits for part or all of the absence from duty before being granted leave with pay under sections 25.1 and 25.2 above.

25.4. If it is subsequently determined that an employee was not entitled to compensation leave with pay without charge to leave credits for any period for which such leave was granted as provided hereinabove, he or she shall be required to make reimbursement for such paid leave from current or subsequent accumulations of leave credits at a rate and in a manner determined by the Agency.

25.5. An employee who draws leave credits as provided in sections 25.1 and 25.2 shall be entitled to restoration of such credits, excluding leave credits charged pursuant to paragraph A of section 25.2 or advanced pursuant to paragraph B of section 25.2, but including those used for absences of less than a full day, as are used during a period of absence for which an award of compensation has been made and credited to the Agency as reimbursement for wages paid. An employee who is necessarily absent from duty as described hereinabove may be granted compensation leave with pay without charge against leave credits for absences of less than a full day where such employee returns to work on a part-time basis, subject to the proviso set forth in section 25.2.

25.6. An employee who is allowed leave with full pay as provided in sections 25.1 and 25.2 shall be allowed such leave with pay when absent from duty for the purpose of attending a hearing scheduled by the Worker's Compensation Board or a Board ordered medical examination, subject to the proviso set forth in section 25.2.

ARTICLE 26 - LEAVE FOR PROFESSIONAL MEETINGS

Subject to prior approval by the President, each employee will be allowed a maximum of four (4) days per year without charge to leave credits to attend conferences of recognized professional organizations, such conferences to be directly related to the employees profession or professional duties. Absences under this provision may be restricted to ten (10) percent of the profession in the operating unit. Requests for such leave shall be approved to the extent that such absence would not interfere with the proper conduct of Agency functions. Such leave shall not be cumulative and if not used shall be cancelled at the end of each year of the Agreement. Unused leave shall not be liquidated in cash at the time of separation, retirement or death.

Upon proper advance notice, an employee may be absent from duty without charge to leave credits for the purpose of participating in one (1) professional examination each year in his or her discipline. In the event such examination is administered in several parts, the several parts shall be considered a single examination. Absence required for travel shall be charged to appropriate leave credits.

ARTICLE 27 - ABSENCE - EXTRAORDINARY CIRCUMSTANCES

An employee who has reported for duty and, because of extraordinary circumstances beyond his or her 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.

ARTICLE 28 - JOB ABANDONMENT

A. Any employee absent from work without authorization for a period of ten (10) working days following notice from the Agency in the manner hereinafter set forth shall be deemed to have resigned from his or her position if he or she has not provided a satisfactory explanation to his/her supervisor for such absence on or before the end of said ten day-period.

B. After not less than two (2) consecutive days of an employee's unauthorized absences, the Agency shall notify the employee by United States certified mail, return receipt requested to the last known address on record with the Agency, that his or her absence is considered unauthorized. Notification shall be deemed given when mailed.

C. A lump sum payment shall be made to an employee deemed to have resigned pursuant to this Article for any balance of accrued vacation credits, to a maximum of 225 hours, after charging the period of the unauthorized absence against such credits.

D. In establishing a satisfactory explanation pursuant to this Article, the employee shall have the burden of establishing by clear and convincing evidence the existence of an extraordinary circumstance giving rise to the failure to respond within the 10-day time limit set forth above.

ARTICLE 29 - HEALTH INSURANCE

The Agency agrees to provide to each full-time employee, who has been employed by the Agency for at least one month, one of the available health insurance plans provided to State Employees.

(i) For all employees who are employed as of ratification of the contract, effective as of ratification, the Agency will pay 94 percent of the cost of individual coverage and 87 percent of the cost of dependent coverage and the Employee will pay 6 percent of the individual coverage and 13 percent of the dependent coverage. Effective May 1, 2017, the Agency will pay 93 percent of the cost of individual coverage and 84 percent of the cost of dependent coverage and the Employee will pay 7 percent of the individual coverage and 16 percent of the dependent coverage. Effective May 1, 2018, the Agency will pay 92 percent of the cost of individual coverage and 81 percent of the cost of dependent coverage and the Employee will pay 8 percent of the individual coverage and 19 percent of the dependent coverage. Effective May 1, 2019, the Agency will pay 91 percent of the cost of individual coverage and 78 percent of the cost of dependent coverage and the Employee will pay 9 percent of the cost of individual coverage and 22 percent of the cost of the dependent coverage. Effective May 1, 2020, the Agency will pay 90 percent of the cost of individual coverage and 75 percent of the cost of dependent coverage and the Employee will pay 10 percent of the cost of individual coverage and 25 percent of the cost of the dependent coverage.

(ii) For employees who are employed as of the date of ratification, opting for State-offered Health Maintenance Organization Coverage (HMO), effective upon ratification, the Agency will pay 94 percent of the cost of individual coverage and 87 percent of the cost of dependent coverage toward the hospital/medical/mental health and substance abuse component of each HMO, not to exceed 100 percent of its dollar contribution for those components under the Empire Plan, and the Agency will pay 94 percent of the cost of individual prescription drug coverage and 87 percent of dependent prescription drug coverage under each participating HMO. For employees opting for State-offered Health Maintenance Organization Coverage (HMO), effective May 1, 2017, the Agency will pay 93 percent of the cost of individual coverage and 84 percent of the cost of dependent coverage toward the hospital/medical/mental health and substance abuse component of each HMO, not to exceed 100 percent of its dollar contribution for those components under the Empire Plan, and the Agency will pay 93 percent of the cost of individual prescription drug coverage and 84 percent of dependent prescription drug coverage under each participating HMO. Effective May 1, 2018, the Agency will pay 92 percent of the cost of individual coverage and 81 percent of the cost of dependent coverage toward the hospital/medical/mental health and substance abuse component of each HMO, not to exceed 100 percent of its dollar contribution for those components under the Empire Plan, and the Agency will pay 92 percent of the cost of individual prescription drug coverage and 81 percent of dependent prescription drug coverage under each participating HMO. Effective May 1, 2019, the Agency will pay 91 percent of the cost of individual coverage and 78 percent of the cost of dependent coverage toward the hospital/medical/mental health and substance abuse component of each HMO, not to exceed 100 percent of its dollar contribution for those components under the Empire Plan, and the Agency will pay 91 percent of the cost of individual prescription drug coverage and 78 percent of dependent prescription drug coverage

under each participating HMO. Effective May 1, 2020, the Agency will pay 90 percent of the cost of individual coverage and 75 percent of the cost of dependent coverage toward the hospital/medical/mental health and substance abuse component of each HMO, not to exceed 100 percent of its dollar contribution for those components under the Empire Plan, and the Agency will pay 75 percent of the cost of individual prescription drug coverage and 69 percent of dependent prescription drug coverage under each participating HMO.

(iii) For Employees who constitute the lowest 20% salary of the bargaining unit upon ratification of the Agreement, and enroll in family coverage plans, the Agency will pay 92 percent of the cost of dependent coverage and the Employee will pay 8 percent of the cost of dependent coverage. Effective May 1, 2017, the Agency will pay 89 percent of the cost of dependent coverage and the Employee will pay 11 percent of the cost of dependent coverage. Effective May 1, 2018, the Agency will pay 86 percent of the cost of dependent coverage and the Employee will pay 14 percent of the cost of dependent coverage. Effective May 1, 2019, the Agency will pay 83 percent of the cost of dependent coverage and the Employee will pay 17 percent of the cost of dependent coverage. Effective May 1, 2020, the Agency will pay 80 percent of the cost of dependent coverage and the Employee will pay 20 percent of the cost of dependent coverage.

(iv) For any Employees hired after the ratification of this Agreement, the Agency will pay 90 percent of the cost of individual coverage and 75 percent of the cost of dependent coverage and the Employee will pay 10 percent of the cost of individual coverage and 25 percent of the cost of the dependent coverage.

(v) For those Employees hired after the ratification of this Agreement opting for the State-offered Health Maintenance Organization Coverage (HMO), the Agency will pay 90 percent of the cost of individual coverage and 75 percent of the cost of

dependent coverage toward the hospital/medical/mental health and substance abuse component of each HMO, not to exceed 100 percent of its dollar contribution for those components under the Empire Plan, and the Agency will pay 90 percent of the cost of individual prescription drug coverage and 75 percent of dependent prescription drug coverage under each participating HMO.

B) Employees who can demonstrate and attest to having other health coverage, may annually elect to opt-out of the plan offered by the Agency. Employees currently participating in individual coverage who choose not to enroll in individual coverage will receive an annual payment of \$1,000 for not electing individual coverage. Employees currently participating in family coverage who choose not to enroll in family coverage will receive an annual payment of \$2,000 for not electing family coverage. The opt-out program will allow for re-entry during the calendar year subject to a Federally Qualifying Event and during the annual option transfer period. The opt-out payment will be prorated over the twenty-six (26) payroll cycles of each plan year that the employee is eligible.

C) The Employer agrees to create a pre-tax flex spending program administered by the employer with contributions from employees.

D) Notwithstanding anything to the contrary contained in the HFA Employee Handbook, a new full-time employee shall be eligible for the health and dental insurance coverage provided for in this Article 29 and Article 30 thirty (30) days following the commencement of employment.

E) Commencing May 1, 2001, the Agency shall extend the health insurance coverage provided for in this Agreement to domestic partners of eligible employees who qualify under the eligibility and other requirements and rules and regulations issued currently and from time to time by the State Department of Civil Service or similar State authority concerning eligibility of domestic partners of employees to health insurance benefits.

ARTICLE 30 - DENTAL PLAN

The Agency agrees to pay all costs of providing dental insurance for its employees and their eligible dependents.

The Agency may select a new dental plan to be effective January 1, 1989. The new plan, if any, will provide benefits substantially similar to the level of benefits under the existing plan, including but not limited to, 80 percent reimbursement of usual, customary, and reasonable charges for both participating and nonparticipating dentists as determined by the carrier selected by the Agency, except that the new plan may provide for (1) a deductible in the maximum amount of \$75.00 for individuals and \$150.00 for families and (2) a maximum annual reimbursement amount of \$2,000 for each employee and for each eligible dependent. Notwithstanding anything to the contrary contained in the HFA Employee Handbook, a new full-time employee shall be eligible for the health and dental insurance coverage provided for in this Article 30 thirty (30) days following the commencement of employment.

Commencing May 1, 2005, the Agency shall extend the dental insurance coverage provided for in this Agreement to domestic partners of eligible employees who qualify under the eligibility and other requirements and rules and regulations issued currently and from time to time by the State Department of Civil Service or similar State authority concerning eligibility of domestic partners of employees to dental insurance benefits.

ARTICLE 31 - OPTICAL/HEARING/PODIATRIC PLAN

Effective May 1, 2005, the Agency shall reimburse each employee for optical (including, but not limited to, corrective laser procedures), hearing aid and podiatric expenses not otherwise covered by health insurance on the basis of valid receipts provided by the employee in the maximum aggregate amount of \$525 per family per

contract year incurred by the employee for himself or herself and his or her dependants. Unused yearly balances may be carried by the employee for a maximum of two years (inclusive of the year when earned), and thereupon shall be lost. In no event shall any employee have entitlement to cash payment of unused balances accrued under this Article 31 upon separation from service.

For the purpose of this Article, valid receipts shall require either a true copy of a cancelled check (front and back), bank statement confirming the charge, a credit card receipt, debit card receipt, or a copy of a money order for the optical, hearing or podiatric expense to be reimbursed. It is understood and agreed by the parties that a receipt for cash payment for the optical, hearing or podiatric expense will not be acceptable for reimbursement of such expense by the Agency.

It is further understood and agreed by the parties that reimbursement by the Agency under this Article is not available for either co-pays or deductibles under the Agency's health insurance coverage for optical, hearing or podiatric expense.

ARTICLE 32 – DISABILITY INSURANCE

The Agency shall, effective November 1, 2005, provide for each employee long-term disability insurance with a benefit not less than 66 2/3 percent of gross salary not to exceed \$10,000 a month until the earlier of the end of the disability or age 65, unless otherwise provided in the insurance policy in effect as of the date of this Agreement. Eligibility for such insurance shall commence on the later of 180 days from the claim for disability, or as otherwise provided in the policy in effect. Eligibility and benefits shall be subject to such restrictions as are imposed by the insurer.

ARTICLE 33 – SICK LEAVE AT HALF PAY

33.1. The Agency will grant sick leave at half pay for personal illness to a permanent employee eligible for such leave and subject to the following conditions:

A. The employee's sick leave credits, vacation credits, compensatory credits, and other accrued credits shall have been exhausted; the employee shall be deemed to have exhausted accrued credits when the sum of remaining credits, in the aggregate, is less than the number of hours in the normal workday; such credits as are remaining shall be retained by the employee.

B. The cumulative total of all sick leave at half pay granted to any employee during State and/or Agency service shall not exceed the greater of 90 calendar days (3 months) or one (1) payroll period for each completed six (6) months of State and/or Agency service.

C. Unless the employee has been absent on sick leave charged to leave credits for at least three (3) consecutive workdays immediately preceding exhaustion of accrued credits, sick leave at half pay may be withheld, at the discretion of the President, for the first three (3) workdays following the day an employee has exhausted accrued credits.

D. Satisfactory medical documentation of illness shall be furnished and continue to be periodically furnished, at the request of the Agency, by a doctor approved by the Agency or the insurer if insurance is purchased.

E. 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 by completion of a specified period of service.

33.2. 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 his or her position.

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

33.4. For Full Time Provisional and Full Time Temporary Employees Only.

Effective July 1, 1993, the Agency will grant sick leave at half pay for personal illness to full time provisional or full time temporary employees of the Agency on the same terms and conditions as are set forth in section 33.1 hereof subject to the following additional terms and conditions:

A. The full time provisional or full time temporary employee has been continuously employed by the Agency for at least one (1) year; and

B. The full time provisional or full time temporary employee has not engaged in conduct which the Agency determines to be indicative of sick leave abuse. For the purpose of this section, a presumption of sick leave abuse shall be created for instances such as where an employee has used more than 75% of the sick leave the employee has accrued from his/her employment date as determined by the State Civil Service Time and Attendance Rules, except in instances of bona fide and verifiable prolonged serious illness, or exhibits a pattern of one day illness on Mondays, Fridays or coupled with holidays. The Agency shall simultaneously notify the Union and the affected employees of presumptive sick leave abuse in writing, which Notice shall state the reason for the presumption and state that the employee is no longer entitled to the benefit. All such Notices pursuant to this paragraph shall be grievable, through and including arbitration. Upon receipt of said Notice, the employee shall no longer be eligible for the benefit until such time as (a) the Agency removes the employee from such status; or (b) the employee is awarded the benefit by the final determination of an arbitrator. It is understood and agreed by the parties that the procedure set forth in this paragraph shall apply exclusively to the eligibility of full time provisional and full time temporary employees for the sick leave at half pay benefit and shall be separate and distinct from any other actions which the Agency may take with respect to sick leave

abuse for Agency employees generally, including, without limitation, disciplinary charges, warning, counseling memos, doctors' note restrictions, etc.

It is understood and agreed by the parties that the addition of the above-stated new section to Article 33 shall not alter or diminish the rights of permanent employees to sick leave at half pay pursuant to the terms of the Agreement, or in any other respect.

ARTICLE 34 - ACCIDENTAL DEATH

The Agency shall provide for each full time employee a non-contributory policy of insurance against accidental death, whether occurring on or off the job, in the amount of \$50,000.

ARTICLE 35 - DEATH AND RETIREMENT BENEFITS

It is the intent of the Agency to provide the same Survivor Death Benefits and Retirement Benefits to its employees and retired employees as presently or hereafter granted to State employees and retired State employees.

The Union is authorized to bring the difference in benefits, if any, to the attention of the Agency, and the Agency agrees to equalize the benefits to the extent permitted by law and applicable to the Agency.

Within 18 months of actual retirement from the Agency, an employee who will become eligible for such retirement shall be entitled to a one-time non-chargeable day off for the sole purpose of visiting the State Retirement Office.

ARTICLE 36 - TUITION

To encourage Agency employees to broaden their educational background through participation in courses at any accredited college, university or professional or technical school licensed by a State licensing department, the Agency agrees to continue the employee Tuition Assistance Program.

The Agency will reimburse any active employee who has been in the employ of the Agency for a minimum of six (6) months, for the following:

1. The full tuition cost of any course taken at the direction of the Agency, and all necessary expenses including but not limited to books and fees. The requirement of six months employment shall not apply to this provision.

2. Effective June 11, 2008, the full tuition cost, plus any necessary books and fees related thereto, of any job-related courses taken by the employee on the employee's own initiative at any accredited college, university or professional or technical school licensed by a State licensing department shall be reimbursed; provided, however, that prior Agency approval has been obtained and that the employee provides evidence of satisfactory course completion; and provided further, that the total amount of such reimbursement to any employee shall not be in excess of \$1,875 per semester or \$3,750 per calendar year. Effective June 11, 2008, academic courses that are requirements for a matriculating course of study that result in a recognized degree will be deemed job-related for purposes of reimbursement maximum.

3. Effective June 11, 2008, the full tuition cost, plus any necessary books and fees related thereto, for any courses not job related taken by the employee on the employee's own initiative at any accredited college, university, or professional or technical school licensed by a state licensing department, shall be reimbursed, provided however, that prior Agency approval has been obtained and that the employee provides evidence of satisfactory course completion; that the course is related to the primary functions of the Agency or is academic in nature; and provided further, that the total amount of such reimbursement to any employee shall not be in excess of \$500 per semester or \$1,000 per calendar year. Academic in nature is not intended to include courses which are not part of a degree program; do not involve book study or classroom study or instruction (e.g. defensive driving); or courses which are, in large part,

recreational in nature or are for entertainment or the like, such as golf, swimming, piano, or if it is not part of a degree program, the study of a foreign language.

The appropriate Agency executive shall determine whether a particular course is job-related or otherwise. To qualify for tuition reimbursement, the employee must submit a completed tuition reimbursement form approved by the Department Head to the Human Resources Department for pre-approval by the Human Resources Director and the Chief Operating Officer for the course before the employee registers.

If an employee is entitled to educational benefits for tuition and/or related expenses covered by this Article from any other source, the benefits under this Article shall be reduced such that the total of all benefits from all sources do not exceed the full charges incurred.

ARTICLE 37 - PROMOTIONAL OPPORTUNITIES AND PROTECTION OF EMPLOYEES

37.1. The Agency will provide maximum promotional opportunities for those employees who qualify through appropriate competitive Civil Service examinations and for which the Agency is able to obtain permanent line items, provided the duties, responsibilities and performances of the concerned employee justify the action and make such appointment desirable.

37.2. If an employee qualifies for promotion to a higher band through an appropriate competitive Civil Service examination and the Agency is unable to obtain the pertinent line item, or if any employee passing one examination cannot be reached for appointment, and the duties, responsibilities and performance of such employee justify the action and make such an appointment desirable, then the employee may be compensated at the higher band level, at the discretion of the President.

37.3. Special Agency promotional examinations, non-competitive examinations, or other means sanctioned by Civil Service regulations to promote the advancement of

employees under the Merit System, shall be made available to the employees of the Agency to the extent commensurate with the operational standards of the Agency.

37.4. If any employee of the Agency is separated from service due to the abolition of his or her title or position after two (2) years of permanent and continuous employment, the agency will compensate such employee, in cash, on the basis of two (2) days' pay for each month of employment with the Agency, computed on the basis of the employee's latest pay scale in accordance with the method of computing the number of days as used by the State. The total amount shall not exceed six months gross pay. This is exclusive of any payment due to the employee from accumulated vacation and personal leave credits.

37.5. No permanent employee will suffer reduction in existing salary as a result of reclassification or reallocation of a position held by permanent appointment.

37.6. The Union shall be notified regarding the availability of positions, and such vacancies shall be announced to all employees by posting on the Agency bulletin board, prior to filling of any position other than that of Agency Member or an executive position. Applications of qualified employees will be considered. Executive positions include officers of the Agency, Assistant Vice-presidents, the director of intergovernmental relations and the public relations officer.

37.7. There shall be no loss of present job by permanent employees as a result of the Agency's exercise of its rights to contract out for goods and services or as a result of mechanization in conjunction with the computerization of the accounting procedures.

37.8. The Agency agrees to comply with the provisions of Subdivision 1 of Section 107 of the Civil Service Law.

37.9 An employee must be employed by the Agency for at least six (6) months before the employee can apply for a posted vacancy.

37.10. The provisions of this Article shall in no way limit the prerogatives of management to transfer, assign or direct certain employees to perform specified functions, assume greater or different duties and responsibilities, exercise supervisory functions or implement individual assignments over, in excess of, or in variation with the duties and responsibilities pertinent to the band and title of such employees when the interest of the Agency so requires. Whenever such action is taken by management, and the duties, responsibilities and performance of such employees meet the qualifications set forth above, the President, after analyzing and evaluating the performance, can determine the compensation of such individual employee at a band level higher than permanent title and band would call for. Such adjustment shall be temporary and individual, pertaining only to each such individual employee, and not transferable, assignable or claimable by successor.

ARTICLE 38 - OVERTIME MEAL ALLOWANCE

An overtime meal allowance shall be paid to an employee, Agency Band 5 or under, when, at the request or direction of such employee's supervisor or an Agency executive, such employee has worked:

(1) At least nine (9) hours on a regular workday. Such employee shall receive an overtime meal allowance of \$18.00; or

(2) At least four (4) hours of overtime on a Saturday, Sunday or Holiday. Such employee shall receive an overtime meal allowance of \$18.00. In addition, after at least nine (9) hours, an employee shall receive another such \$18.00 allowance.

An overtime meal allowance shall not be available to employees in Travel Status.

ARTICLE 39 - TRAVEL AND TRANSPORTATION EXPENSES

Except as specifically modified below, travel and transportation expenses shall be reimbursed by the Corporation in accordance with the Rules and Regulations of the State Department of Audit and Control applicable to State Employees.

“39.1. Meals and Lodging:

A. The Agency agrees to reimburse employees for expenses incurred while in travel status in the performance of their official duties in accordance with the following:

B. Employees who are in travel status are allowed a maximum of \$55.00 per day for meals. Maximum reimbursement will be allowed only with respect to any days when the employee is in Travel Status ("Full Day" travel).

C. For any travel status periods that are not included within a Full Day (partial day periods) the maximum allowance per meal shall be as follows:

Breakfast \$ 10.00

Lunch 15.00

Supper 30.00

D. Actual lodging costs will be paid on the submission of receipted bills by employees.

E. An employee shall also be entitled to be reimbursed for other itemized, reasonable and necessary expenses.”

39.2. Taxi Fare:

The Agency agrees to reimburse employees, on the basis of receipt, for taxi expense incurred in the performance of their official duties. Taxicabs or car service may be used for transportation to the employee's home when working after 8:00 p.m.

39.3. Mileage Allowance

Effective June 11, 2008, the mileage allowance rate shall be the federal rate published periodically by the Internal Revenue Service.

ARTICLE 40 - EXAMINATIONS AND INTERVIEWS

The Agency agrees to reimburse any employee who travels outside the City of New York for the purpose of taking a State Civil Service examination, or for an interview in connection therewith, on the same basis as traveling on Agency business, subject to the approval of the appropriate executive of the Agency and the submission of supporting documentation.

The Agency agrees to grant time off with pay to any employee taking a State Civil Service examination, either written or oral, or for the purpose of taking an interview for any State Civil Service position, provided that the prospective employer has requested the interview.

ARTICLE 41 - STANDARD OFFICE PROCEDURES

A. The Union agrees that the employees of the Agency will faithfully observe the working hours and the Standard Office Procedures of the Agency.

B. Effective May 1, 1999, employees shall be entitled to the replacement, at no cost to the employee, of one (1) lost or destroyed employee identification access card during the employee's employment with the Agency. The preceding sentence shall apply only to employee identification access cards lost or destroyed after May 1, 1999. Effective June 11, 2008, employees may be entitled to the replacement, at no cost to the employee, of a second lost or destroyed employee identification access card during the employee's employment with the Agency if the loss is due to extenuating circumstances.

ARTICLE 42 - PAYROLL

The Agency agrees to provide the payment of salaries to all employees no later than two (2) working days after the expiration of the payroll period, provided that, if the second day is a Friday and is a legal holiday, the Agency will provide the payment of salaries on the day before such holiday. Notwithstanding anything to the contrary contained in this Article, however, commencing May 1, 2001, the Agency's current payroll practice of utilizing the State payroll factor shall be eliminated and the employee's biweekly salary computation shall be determined and administered in accordance with a 26 pay period system with the Agency's payday being the last day of the pay period (i.e. second Wednesday of each pay period). Effective June 11, 2008, there shall be no early release of paychecks.

ARTICLE 43 - STATEMENT OF DEDUCTIONS

The Agency agrees to provide each employee with a Statement of Deductions, itemizing each payroll deduction, at any time there is a change in salary or deductions.

ARTICLE 44 - TRANSFER OF EMPLOYEES

The Union recognizes that the benefits accruing to any employee of the Agency by virtue of this Agreement may not be available and/or acceptable to any State department or Agency subject to all the provisions of the State Civil Service Law and the Rules and Regulations of the Civil Service Commission upon the transfer of such employee.

ARTICLE 45 - RESIGNATION AND DISCIPLINE

The following disciplinary procedure for incompetence or misconduct shall apply to all eligible employees as provided for herein in lieu of any other procedure provided by statute or regulation. No employee shall be disciplined except for just cause.

I. Employee Rights.

A. An employee shall be entitled to representation by the Union or (at the employee's expense) by an attorney at each step of the disciplinary procedure.

B. No employee shall be required to submit to interrogation concerning alleged misconduct before a service of notice of discipline or a request for resignation, or after a notice of discipline has been served upon him or her, unless such employee is notified in advance, in compliance with the provisions hereinafter set forth, and afforded the opportunity of having a Union representative present, and apprised in writing of all rights as provided herein.

C. No employee shall be requested to sign any statement regarding incompetence or misconduct unless a copy of the statement is supplied to the employee; any statements or admissions signed by such employee without his or her having been supplied a copy may not subsequently be used against such employee.

D. No recording devices or stenographic or other transcript shall be used during an interrogation unless, the employee is advised in advance that a transcript is being made; a copy of such transcript shall be thereafter supplied to the employee.

E. In all disciplinary proceedings, the employee shall be presumed innocent until proven guilty, and the burden of proof on all matters shall rest upon the employer. Such burden of proof, even in serious matters which might constitute a crime, shall be a fair preponderance of the evidence on the record and shall in no case require proof beyond a reasonable doubt.

F. An employee shall 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 exercise of rights under this Article. Reassignment to other responsibilities, close supervision or like measures pending disposition of disciplinary charges effectuated by the Agency for good faith reasons shall

not be considered to violate this paragraph.

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 or resignation, or as the case may be an Arbitration or hearing may proceed without such representation.

H. Any notice provided to any employee shall be simultaneously provided to the Union.

II. Resignation.

A. An employee who is advised that he or she is alleged to have been guilty of misconduct or incompetence and is therefore requested to resign shall be given such request in writing together with a statement stating:

(1) An employee has a right to consult a representative of the Union 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 the Agreement between the Agency and the Union;

(3) The disciplinary procedure may result in a hearing;

(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 step of the grievance 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

shall be null and void.

C. A written resignation, once submitted by an employee, shall be irrevocable.

III. Disciplinary Procedure.

A. The disciplinary procedure shall be commenced by a notice of discipline as hereinafter provided.

B. Any act which may be performed by the President under this Article 45 may be performed by a designee of the President, which designation shall be in writing and a copy of which shall be provided to the Union in the same manner as set forth below for advising the Union of service of a notice of discipline. Such designee may be an employee of the Agency, but shall (to the extent possible) not be the direct supervisor of the employee sought to be disciplined, nor (to the extent possible) shall such designee have any personal involvement in the acts leading to the notice of discipline.

C. The President may seek the imposition of a written reprimand, suspension without pay, a fine not to exceed .9% of annual base salary, reduction in band, demotion, dismissal from service, or a probationary period of up to one year where any reoccurrence, during probationary period, of the conduct charged may result in termination from employment without further proceedings. Only employees covered by paragraph "J." hereof affecting employees in Bands I-V of the HFA Pay Plan shall have the right to have such determination reviewed by the original arbitrator solely for a determination of whether the alleged conduct actually occurred.

D. Notice of such discipline shall 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 notice shall specify the reason for disciplinary action, including a brief statement of the conduct forming the basis of the disciplinary action and the proposed penalty.

E. The Union shall be advised, by registered or certified mail to the Union

address set forth above or by personal delivery to an officer of the Union, that the notice of discipline has been served.

F. Where service is by personal delivery, it shall be deemed complete upon delivery. Where service is by certified or registered mail, it shall 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 Agency; or (3) ten (10) calendar days after mailing to the last home address on file with the Agency.

G. The notice of discipline served on the employee shall include a written statement that:

1. An employee has a right to object to a notice of discipline by filing a grievance within the time limits applicable to the employee specified in this Article 45.
2. The grievance procedure provides for a hearing.
3. An employee is entitled to representation by the Union 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 a determination has been rendered at the final step of the procedure. A copy of this Article will be supplied to an employee upon request made to the Agency's Director of Human Resources.

H. A penalty may not be implemented (1) until the employee has failed to file a timely grievance; (2) until the employee has failed to file a timely appeal as provided below; or (3) until and to the extent that it is upheld by an arbitrator or the President/CEO at the final step of this procedure, as the case may be, or a different penalty is determined, or the matter is settled.

I. An employee may object to a notice of discipline by filing a grievance. Such grievance shall be in writing and shall 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 President is requested. It shall also state the nature of the objection. Such grievance shall be served upon the President by registered or certified mail at the Agency's address set forth above or by personal delivery to the Human Resources Department. Where service is by personal delivery, it shall be deemed complete upon delivery. Where service is by registered or certified mail, it shall be deemed complete upon mailing. Where service is by any other means, it shall be deemed complete only upon receipt.

J. Procedure For Employees in Bands I - V (Or Their Successors) Only. The following procedure set forth in this paragraph J shall apply only to disciplinary actions brought against employees holding titles or positions set forth in Bands I-V of the Pay Plan attached hereto as "Exhibit B".

(1) The notice of discipline may be the subject of a hearing before the President, provided such hearing shall be requested by the employee within ten (10) working days of completion of service of the notice of discipline. Such hearing shall occur within ten (10) working days of service of the request, and a written decision shall be rendered within seven (7) working days of such hearing. Such decision shall be served in accordance with paragraph D hereof, and the Union shall be notified in accordance with paragraph E hereof.

(2) If the disciplinary grievance is not resolved, it may be appealed to independent arbitration by serving a notice thereof upon the President in accordance with paragraph I hereof within ten (10) working days of service of the President's or designee's decision.

(3) The disciplinary arbitrator shall hold a hearing as soon as practicable after selection, and a decision shall be rendered within thirty (30) working days of the date of the hearing.

(4) Disciplinary arbitrators shall confine themselves to determinations of just cause for the disciplinary action. Disciplinary arbitrators shall not add to, subtract from, nor modify the provisions of this Agreement. The disciplinary arbitrator's decision shall 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 the suspension, he or she 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 Agency. He or she shall have full authority, if the remedy proposed by the Agency is found to be inappropriate, to devise an appropriate remedy including an increase or decrease in the penalty sought by the Agency, but limited to a penalty which the Agency could have proposed.

(5) The disciplinary arbitrator shall confine himself or herself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted nor shall he or she submit observations or declarations of opinion which are not essential in reaching the determination.

(6) The disciplinary arbitrator shall be selected from the hearing officers named in Subparagraph III. R. below on a rotating basis.

K. Procedure For Employees Not in Bands I - V (Or Their Successors) Only.

The following procedure set forth in this paragraph K shall apply only to disciplinary actions brought against employees holding titles or positions set forth in salary bands other than Bands I-V of the Pay Plan attached hereto as "Exhibit B."

(1) The notice of discipline may be the subject of a hearing before a disciplinary hearing officer selected on a rotating basis from the panel hereinafter set forth in Subparagraph III. R. below provided such hearing shall be requested by the

employee within ten (10) working days of completion of service of the notice of discipline. Such hearing shall occur within ten (10) working days of service of the request or as soon thereafter as practicable, and a written non-binding recommendation to the President/CEO shall be rendered by the hearing officer within five (5) working days of such hearing. Such non-binding recommendation of such hearing officer shall be forthwith forwarded to the President/CEO; a copy served on the employee in accordance with paragraph D hereof; and the Union shall be notified in accordance with paragraph E hereof.

(2) The recommendation of the hearing officer shall be reviewed by the President/CEO of the Agency as soon as possible. The President/CEO, in his sole discretion, may accept, reject or modify the recommendation of the hearing officer and render a final written determination. The determination of the President/CEO shall be final and binding upon all of the parties.

(3) In lieu of proceeding directly to the hearing officer pursuant to subparagraph K. (1) above, an employee may within five (5) working days of completion of service of the notice of discipline, request in writing an informal hearing with the Chief Operating Officer of the Agency or his/her designee. Such hearing shall be held within five (5) working days of receipt of the request by the Agency, and a written decision shall be served on the employee in accordance with paragraph D hereof, and the Union shall be notified in accordance with paragraph E hereof. The employee shall have five (5) working days from service of the decision of the Chief Operating Officer or his/her designee to request in writing a hearing before the hearing officer pursuant to paragraph K (1) hereof. Such hearing shall be held within ten (10) working days of the request. In the event that the employee fails to timely request the paragraph K (1) hearing within five (5) working days, the decision of the Chief Operating Officer or his/her designee shall be final and binding.

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

M. Notwithstanding anything to the contrary contained herein, prior to exhaustion or institution by an employee of the grievance procedure applicable to discipline, such employee may be suspended without pay: (1) pending determination of the charges where the penalty of termination is sought by the Agency and the President determines that such suspension is in the best interests of the Agency for a period not to exceed 120 days; or (2) if the President determines that there is probable cause to believe that an employee's continued presence on the job represents a potential danger to persons or property or would severely interfere with the Agency's operations.

(1) In the case only of employees covered by the procedure set forth in paragraph J hereof (Employees in titles or positions in Bands I-V or their successors), such suspension shall be reviewable by the disciplinary arbitrator for probable cause in accordance with paragraph M of this Article. In the event that an employee is exonerated of the charges and specifications at any step of the grievance procedure, or if the disciplinary arbitrator so determines, the employee shall be entitled to recover from the Agency lost salary for the period of the suspension except that the period of any delay in the proceedings at the request of the Union or the employee or the Agency must be considered by the arbitrator in determining the amount of a back pay award, if any.

(2) The Union shall be notified in writing within 24 hours of any such suspension. A notice of discipline shall be served in accordance with paragraph D of this Article no later than 72 hours following any such suspension, although service need not be complete within such time.

(3) Any employee suspended without pay pursuant to this paragraph shall continue to receive the health insurance benefit provided for in this Agreement.

N. All fees and expenses of the disciplinary arbitrator or hearing officer, as the case may be, if any, shall be divided equally between the Agency and the Union, or the employee if not represented by the Union. Each party shall bear the costs of preparing and presenting its own case. The Union's or employee's portion of estimated disciplinary arbitrator's or hearing officer's fees and estimated expenses may be collected in advance of the hearing if advance payment is required by the arbitrator or hearing officer, as the case may be.

O. Either party wishing a transcript of a disciplinary hearing or arbitration, as the case may be, may provide for one at its own expense and shall provide a copy to the disciplinary arbitrator or the hearing officer and the other party.

P. In the case of an employee who speaks only a foreign language, the written statements required by this Article shall also be translated into the appropriate foreign language.

Q. Except for recurring or continuing acts relating to other subsequent acts for which an employee is charged an employee shall not be disciplined for acts which would not constitute a crime which occurred more than twelve months prior to the notice of discipline or twelve months from the time that the acts could reasonably have been discovered by the Agency, whichever is later.

R. Hearing officers and disciplinary arbitrators for proceedings held pursuant to this Article 45 for the term of this Agreement shall be Robert Douglas, Deborah Gaines and Jay Nadlebach who shall serve on a rotating basis.

IV. Applicability.

A. This Article shall apply to all non-probationary regular salaried bargaining unit employees, who have at least one (1) year and two (2) months of continuous non-

probationary employment with the Agency.

B. The procedure set forth in paragraph III.J. above shall apply to eligible employees in Bands I-V (or their successors) except as otherwise provided in this paragraph IV.

C. The procedure set forth in paragraph III.K. above shall apply to eligible employees not in Bands I – V (or their successors) except as otherwise provided in this paragraph IV.

D. Notwithstanding anything to the contrary elsewhere in this Article, the procedure set forth in Article 45.3 of the predecessor collective bargaining agreement, a copy of which is set forth in Addendum 1 to this Agreement, shall apply to any employee regardless of band who is currently or at the time of the notice of discipline subject to Sections 75 and 76 of the State Civil Service Law and, in addition, those non-competitive class employees described in Section 75(1) (c) who, since last entry into State and/or Agency service, have completed at least two (2) years continuous service in the non-competitive class and those persons in the labor class who, since last entry into State and/or Agency service, have completed at least two (2) years of continuous service in the labor class, except that disciplinary arbitrators for proceedings held pursuant to this paragraph shall be selected in accordance with paragraph 45.3 R. above. It is the intention of the Agency and the Union that employees eligible for the procedure set forth in this subparagraph IV.D. shall not suffer any diminution of rights set forth in such Article 45.3.

ARTICLE 46 - GRIEVANCE PROCEDURES

46.1. Preamble - Statement of Policy

In order to establish a more harmonious and cooperative relationship between the Agency and its employees, it is the declared policy of the Agency to provide for the

settlement of differences through an orderly grievance procedure. The Union shall have the exclusive right to represent any covered employee, upon his or her request, at any step of the grievance procedure; provided, however, an individual employee may represent himself or herself in processing a grievance at the first and second stages of the grievance procedure. It is also the policy of the Agency to assure Agency employees the right of adjusting their grievances without fear of reprisal.

It is the desire and policy of the Agency to encourage its employees to contribute their experiences and their ideas to the solution of problems of the Agency and to acquire a feeling of identification with the objectives of the Agency. In line with these objectives, the informal resolution of differences prior to initiation of action under the formal grievance procedure is encouraged. So far as may be possible, every employee who feels he or she has a grievance of any kind should attempt to adjust the difficulty by conferring with his or her supervisor. However, such informal action is without prejudice to the use of the formal grievance procedure provided for herein which shall not be denied to any employee.

46.2. Basic Standards and Principles

A. There shall be no discrimination against any employee because such employee has formed, joined, or chosen to be represented by the Union.

B. Every employee shall have the right to present a grievance in accordance with the procedures prescribed hereunder, with or without a Union 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 grievance of any subordinate employee or employees in accordance with existing policy, rules or guidelines.

D. The President or a designated representative shall hold conferences at appropriate times with employee representatives on problems relating to the terms and

conditions of employment and the continued improvement of the public service. Proposed new rules or modifications of existing rules governing working conditions shall, wherever practicable, be announced in advance and discussed in conference with the Union before they are established.

46.3. Procedure Relating to Grievance

A. First Stage

The first stage shall consist of the employee's presentation of a grievance to the immediate supervisor (not later than forty-five (45) calendar days after the date on which the act or omission giving rise to the grievance occurred) who shall, 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 President. Discussion and resolution of grievances in the first stage shall be on an oral basis. No transcript of any such presentation or discussion shall be made. Group grievances shall be presented in the first instance to the lowest ranking supervisor common to all employees in the group. The Agency agrees that the employee will receive a response to a grievance within ten (10) working days following the date of submission whenever possible.

B. Second Stage

If a grievance is not satisfactorily settled at the first stage, the employee may request a review and determination thereof by the President or designated representative. Such request must be made within ten (10) working days after a receipt of the first stage decision. The specific nature of the grievance and the facts relating thereto shall be reduced to writing jointly or separately by the employee and by the appropriate supervisor. The President or designated representative shall, 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 President may designate

one or more executives or employees of the Agency to conduct such informal hearing and to submit a report thereon with recommendations. The final determination of such grievance shall be made by the President or designated representative and reported to the employee or the Union within twenty-eight (28) working days following receipt of the second stage grievance.

C. Third Stage

In the event the grievant does not accept the disposition of the grievance obtained in the second stage, the officers of the Union or their designated representatives shall confer with the President or designated representative in an attempt to resolve the dispute.

D. Fourth Stage

In the event a contract grievance (a grievance relating to the application or interpretation of this Agreement) is not disposed of at the third stage, it may be referred by either party to arbitration within ten (10) working days, or such longer or shorter time agreed to in writing, after the third stage conference. Such referral shall be made by written demand for arbitration served upon the other 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.

In regard to contract grievances, the demand for arbitration shall identify the 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 shall be by agreement or failing agreement, by the procedures then in effect for such selection by the New York State Public Employment Relations Board.

Both parties agree that the arbitrator shall 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 shall be confined to the precise issue submitted for arbitration. The decision of the arbitrator shall be final and binding, consistent with the provisions of CPLR Article 75.

All fees and expenses of the arbitrator and collateral expenses which may be involved in the arbitration shall be divided equally between the parties, provided however that each party shall bear the cost of preparing its own case.

46.4. Miscellaneous

A. The Agency may initiate contract grievances at the third stage prior to arbitration. If the matter is not resolved, the Agency may proceed to arbitration.

B. No transcript is required at any stage. However, either party may at its own expense obtain a transcript at the third stage or arbitration and shall furnish copies to the other party and the arbitrator.

C. Each contract grievance shall contain a short plain statement of the grievance and shall state the specific provision of the Agreement claimed to have been violated.

D. Failure of the Agency to meet deadlines specified herein shall permit advancing the matter to the next stage, unless such deadline is waived by mutual agreement between the Agency and the Union. Failure of grievant or the Union to file an appeal within the time limits specified shall be deemed to be a settlement of the grievance unless such time limit is waived by mutual agreement between the Agency and the Union.

E. 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 shall such a resolution be retroactive to a date earlier than thirty (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.

F. A settlement shall constitute precedent only if the President of the Union and the President of the Agency agree that such settlement shall have such effect.

ARTICLE 47- UNION MEETINGS

The Agency agrees that meetings of the Union may be held during normal business hours; such meetings are not to exceed a total of twenty-seven (27) hours during the term of this Agreement.

The officers of the Union may meet whenever necessary during business hours, however, such meetings shall not affect the normal functions of the business of the Agency.

The Agency will make meeting space available to the Union for its regular meetings provided such space is requested in advance and does not interfere with the work of the Agency.

ARTICLE 48- COUNSEL TO THE UNION

Counsel to the Union may attend all officers' meetings and negotiations with the Agency. He or she shall be free to consult, from time to time and as need arises, with individual officers and members of the Union.

ARTICLE- 49 NOTIFICATION

The Union shall notify the Agency of the names of all its officers, delegates and representatives and whenever any changes occur in such officers, delegates and representatives.

ARTICLE 50- LABOR-MANAGEMENT COMMITTEE

The Agency and the Union agree to establish a labor-management committee composed of three Union representatives and at least two Agency representatives, at least one of whom must be an officer. Meetings will be held bimonthly if either party

requests, more often by mutual consent, but no less than semi-annually. An agenda will be supplied seven (7) days before the meeting if requested by either party. Results of meetings shall not contravene terms or provisions of the Agreement.

ARTICLE 51- BULLETIN BOARDS

The Agency shall provide exclusive bulletin board space in an accessible place for the purpose of posting bulletins, notices and material issued by the Union, which shall be signed by the designated official of the Union. Except as otherwise required by law or administrative ruling, there shall be no bulletin board space reserved exclusively for the use of any other employee organization.

The location of the bulletin board, as well as arrangements with reference to placing material thereon and removing material therefrom, shall be subject to mutual understandings, provided, however, that any understanding reached with respect thereto shall provide for the removal of any bulletin or material objected to by the Agency, which removal may be contested pursuant to the contract grievance procedure provided for herein.

ARTICLE 52- SUGGESTION BOX

The Agency will provide a suggestion box for employees. Suggestions and constructive criticism are freely permitted and may be submitted unsigned. The key to the suggestion box will be held by the President, who will periodically examine the contents and take whatever action considered appropriate. All suggestions, criticisms and recommendations will be treated confidentially.

ARTICLE 53- PRE-TAX SPENDING ACCOUNT COMMUTATION

To the extent permitted by law, the Agency agrees to continue to administer for the benefit of Agency employees a pre-tax spending account plan for commutation expense (the "Plan"). The Plan shall be subject to and comply with all applicable current

and/or future federal, state and local laws, rules and regulations governing pre-tax spending accounts for commutation expense. Notwithstanding anything to the contrary contained in this Agreement, in no event shall this Article be construed to establish a paid commutation benefit for employees or obligate the Agency to incur costs other than those associated with the day-to-day administration of the Plan. The Union agrees to cooperate fully with the Agency in the establishment and administration of the Plan in accordance with all applicable current and/or future federal, state and local laws, rules and regulations governing the Plan. The parties acknowledge and agree that the Agency shall have the right to competitively bid for service providers providing administration of the Plan at such times as it deems appropriate and to select the service provider, all in the Agency's sole discretion. It is further understood and agreed that the Plan does not cover parking.

ARTICLE 54 - JURY DUTY

A. As required by law, employees shall be excused with pay for jury service and leave accruals shall not be affected by this absence provided the employee fully complies with the requirements of this Article. When an employee receives a summons to appear for jury duty, he or she must present the summons to his or her supervisor or department head immediately. Payment from the Court shall not be requested by the employee, but if made shall be endorsed by the employee over to the Agency. This shall not include reimbursement by the Court for travel expenses.

B. Notwithstanding anything to the contrary contained in this Article 54, in order to be entitled to excused time with pay for jury duty as provided in this Article, upon completion of jury service and an employee's return to work, the employee must timely provide the Agency with written verification from an authorized representative of the court system in a form reasonably satisfactory to the Agency verifying the period of jury duty actually served by the employee.

ARTICLE 55 - PERSONAL CHECKING OR SAVINGS ACCOUNT

On or before July 1, 2005 all employees must have obtained a personal checking or savings account in the employee's name and have submitted to the Agency the required documentation to enroll for the direct deposit of bi-weekly paychecks, including vacation buy-back. It is understood and agreed that effective the first payroll following July 1, 2005, the Agency will no longer issue bi-weekly paychecks in paper check format. Notwithstanding anything to the contrary contained in the preceding sentence, employees on direct deposit will continue to receive payroll stubs in the same manner as current Agency practice as of April 1, 2005.

ARTICLE 56 - STATE EMPLOYEES; STATE

The term "State Employees" wherever referred to in this Agreement shall mean those employees employed by the State of New York and in the Administrative Service Unit or the Professional, Scientific and Technical Services Unit pursuant to the appropriate "Certification of Representative and Order to Negotiate" of the Public Employment Relations Board of the State of New York. The job title description appearing in either the Administrative Services Unit or the Professional, Scientific and Technical Services Unit being most similar in title and civil service grade to the title and civil service grade of any employee of the Agency shall be determined by the President of the Agency in those instances where the exact title and civil service grade of an Agency employee is not set forth in either of the aforesaid Units.

The term "State" wherever referred to in this Agreement shall mean the State of New York.

ARTICLE 57 - COMPARABLE WORTH

The Agency agrees that if Civil Service grades are reallocated by the State, the Agency will increase employees' rate of pay to be no less than the pay rate for the new State grade assigned.

ARTICLE 58 - VACATION LEAVE BUY-BACK

An employee may, once a year, receive payment for a minimum of one (1) and a maximum of ten (10) accrued vacation leave days, in increments of not less than full days (7 ½ hours), charged to his/her credit as of November 1 of each calendar year. In all cases, the employee must leave a credit balance of at least five (5) vacation days (37 ½ hours) after the buy-back.

The employee shall exercise this option by submitting the Vacation Leave Buy-Back Form to the Human Resources Department for Agency approval between November 1 and November 15 of each calendar year. Approved requests are processed for payment with the first payroll in the month of December. All payments made pursuant to this Article shall be subject to deduction for all applicable federal, state and local social security, wage, withholding and similar taxes. No deductions are made for health, life or retirement withholding. A verified copy of the approved (or disapproved) request will be provided to the employee.

ARTICLE 59 - LEAVES WITHOUT PAY; LEAVE OF ABSENCE

A. Limitation on Leave. An employee may not take more than a total of four (4) months leave, or combinations of leave, of any kind, in any twelve (12) month period with the sole exception of child-care leave set forth in section C of this Article. An employee taking child-care leave may not take more than a total of seven (7) months leave, or combinations of leave of any kind, in any twelve (12) month period, of which no more than a total of four (4) months leave may be for anything other than child-care

leave. To the extent allowed by law, all leave provided by the Agency, whether paid or unpaid, is to be considered leave provided by the Family and Medical Leave Act and shall be taken concurrently with any Family and Medical Leave Act leave so that the maximum leave allowances of four (4) or seven (7) months as hereinabove described in this paragraph A above are not exceeded. The Agency agrees to continue to make health insurance contributions in accordance with the terms of this Agreement during all periods an employee is on authorized leave pursuant to this Article.

(1) A regular employee on an approved leave of absence will be considered to have voluntarily terminated employment if he/she:

(a) Fails to report to work at the conclusion of the leave; or

(b) Refuses to accept the position offered by the Agency upon his/her return to work.

B. Disability Leave Of Absence. The Agency agrees to grant eligible employees a leave of absence, without pay, not to exceed four (4) months, provided, however, the following qualifications for eligibility are met:

(1) The employee must be a regular salaried employee;

(2) The employee must use any accrued personal leave, vacation leave, sick leave and any sick leave at half pay (if eligible) before the disability leave commences;

(3) The employee must fully complete and submit to the Human Resources Department a completed disability leave of absence request form within five (5) working days from the onset of the disability; and

(4) Along with the fully completed disability leave of absence request form, the employee must provide medical documentation and support, confirming the existence of the disability; that the employee is temporarily completely unable to work; and an estimate of the date the employee will be able to return to work and perform

his/her usual work. The Agency also reserves the right to have the employee examined by an Agency physician;

(5) The employee shall not be totally disabled. In the event that the employee becomes totally disabled while on disability leave of absence, said leave shall automatically terminate on the date of total disability. Upon return from an approved disability leave, the employee must present to the Human Resources Department a written authorization acceptable to the Agency from the employee's physician stating that he/she is fully able to work. The employee shall not be permitted to return to work without such authorization. The Agency reserves the right to have the employee examined by an Agency physician. When the employee wishes to return from approved disability leave, the shall place the employee in the position held by the employee prior to the leave of absence or in an equivalent position for which he/she is qualified.

C. Child-care Leave (without pay). The Agency agrees to grant to employees who have been employed for at least one (1) year, and upon the approval of the President/CEO, child-care leave, without pay, of not more than seven (7) consecutive months. This leave shall only be granted to employees who wish to care for their minor children. This leave shall only be granted once for each child and must be taken in consecutive months.

(1) Sick and annual leave credits may be used by the employee prior to the commencement of child care leave. All accruals cease on the date the leave commences. Prior to commencement, the Personnel Status Change Form must be completed and signed by the President/CEO, indicating the change in employment status.

(2) When the employee wishes to return from approved child care leave, the Agency shall place the employee in the position held by the employee prior to the leave of absence or in an equivalent position for which he/she is qualified.

(3) Notwithstanding anything to the contrary contained in this Article, Child-Care Leave in excess of the employee's FMLA leave maximum entitlement shall be granted by the Agency only upon demonstration by the employee of the birth of a child, adoption, foster care placement or other appropriate need as determined by the Agency.

D. Emergency Personal Leave (without pay). Upon completion of an employee's probationary period, regular employees are eligible to request a leave of absence without pay for compelling and valid reasons.

(1) If an employee shall require an emergency leave, the department head and President/CEO may approve a period up to one (1) month's leave of absence without pay for compelling and valid reasons. Additional time requested for cases of extreme emergency shall be reviewed by the Agency on an individual basis.

(2) All requests for leave shall be in writing, stating the reason for the requested leave, date of beginning and expected date of return. Annual leave credits must be used until exhausted prior to commencement of Emergency Personal Leave. Leave accruals shall not be affected by use of Emergency Personal Leave except that leave shall not accrue during all periods that the employee is on Emergency Personal Leave.

E. Family and Medical Leave (without pay). Employees who have been employed by the Agency for twelve (12) months and have been employed for at least 1250 hours during those twelve (12) months are eligible to take up to twelve (12) weeks of unpaid leave in a twelve (12) month period as provided by the Family and Medical Leave Act for the following reasons: the birth or placement of a child for adoption or foster care; to care for the serious health condition of the employee or the employee's spouse, child or parent.

(1) A "rolling date" shall be the method of calculation of the twelve (12)

month period during which the Family and Medical Leave Act leave may be taken. Upon an employee's request for leave under the Family and Medical Leave Act, the Human Resources Department will review that employee's leave taken during the preceding twelve (12) month period to determine the amount of Family and Medical Leave Act leave to which the employee is entitled.

(2) An employee is not required to, but may use all, or any part, of accrued annual, personal and sick leave before receiving unpaid Family and Medical Leave Act leave such that the total length of the leave does not exceed twelve (12) weeks. For example, if the employee has two (2) weeks of accrued leave and is eligible for a Family and Medical Leave Act leave, the employee will receive twelve (12) weeks of leave - 2 paid and 10 unpaid.

(3) An employee seeking leave due to the serious health condition of the employee, the employee's spouse, domestic partner (as defined in paragraph 7 below), child (including adopted child) or parent should complete a physician's statement a copy of which is available at the Human Resources Department.

(4) Upon an employee's return from Family Medical Leave Act leave, when appropriate in the determination of the Agency, the employee must present to the Human Resources Department a written authorization from the doctor stating that he/she is able to return to work. The employee will not be allowed to return to work without written authorization.

(5) Upon return from the leave, the Agency will place the employee in the position the employee held prior to the leave or in an equivalent position for which the employee is qualified.

(6) During the leave, an employee must inform the Human Resources Department (at least once a month) of his/her status.

(7) Effective May 1, 2008, the Agency shall extend the equivalent of this

FMLA leave to Certified Domestic Partners of eligible employees who qualify under the eligibility and other requirements and rules and regulations issued currently and from time to time by the State Department of Civil Service or similar State authority concerning eligibility of domestic partners for health and dental insurance benefits.

ARTICLE 60 - BEREAVEMENT LEAVE

An employee shall receive up to three (3) days leave in the event of a death in the immediate family. Immediate family for the purpose of this Article shall mean: spouse, domestic partner, parent of employee or spouse, child, brother, sister or a relative who is a member of the immediate family. Requests for additional time upon good cause shown may be granted by the Agency upon the request of the employee provided that the employee must use any existing accrued personal leave, sick leave or annual leave for such additional leave.

ARTICLE 61 – SICK LEAVE USE PROGRAM

A. Administration of Program. The Director of Human Resources and his or her staff shall administer this Sick Leave Use Program ("Program"). Except as expressly provided herein, disciplinary action taken in accordance with the Program shall not be subject to the requirements of Article 45 ("RESIGNATION AND DISCIPLINE") of the collective bargaining agreement.

B. Determination of Excessive Sick Leave Use Status. Excessive Sick Leave Use Status shall be determined by the following analysis:

(1) Periodically (but not less than once annually) review each employee's paid sick leave usage for the most immediate three (3) previous consecutive calendar years or the term of his or her employment, whichever is shorter ("look-back period") together with the records for the current calendar year. Eliminate from consideration any calendar year during which, in the determination of the Agency, there was a long-term

verifiable bona fide illness or other verifiable explanation acceptable to the Agency that warrants not counting the year.

(2) If an employee has used 9 ½ days or more of sick leave in two (2) of the calendar years considered, the employee is designated to be in Excessive Sick Leave Use Status.

(3) For employees with less than 3 calendar years of employment, the employee is designated to be in Excessive Sick Leave Use Status if the employee has used 9 ½ days or more of sick leave for any calendar year of his or her employment.

C. 2001 Amnesty. Notwithstanding anything to the contrary contained in section B above, no employee, except those whose name is set forth in a certain side letter dated May 1, 2001, shall be designated by the Agency to be in Excessive Sick Leave Use Status for calendar year 2001 unless such employee, in Calendar year 2001, has used 9 ½ days or more of sick leave and would otherwise fall into Excessive Sick Leave Status. Calendar year 2001 sick leave use, however, will be considered in determining all employees' status for calendar year 2002 and thereafter.

D. Duration of Status. Once designated to be in Excessive Sick Leave Use Status, an employee shall remain in such status, and subject to the provisions of sections E through I below, until such time as the employee is determined by the Agency to no longer be in Excessive Sick Leave Use Status pursuant to the analysis set forth in paragraph B above.

E. Sick Leave Usage in Excessive Sick Leave Use Status. While in Excessive Sick Leave Use Status, the employee is subject to the following restrictions on sick leave use:

(1) No more than two (2) days of Unexcused Absences in one (1) month;

(2) No more than three (3) days of Unexcused Absences in a four (4) month

period;

(3) No more than four (4) days of Unexcused Absence in a nine (9) month period;

(4) No more than six (6) days of Unexcused Absence in a twelve (12) month period.

“Unexcused Absence(s)” shall mean sick leave use by an employee for illness that cannot be verified with a doctor’s note acceptable to the Agency or other verification acceptable to the Agency.

F. Penalties. The following penalties shall be imposed in the event of violations of section E by an employee in Excessive Sick Leave Use Status:

First Violation	Employee receives written warning notice;
Second Violation	Employee is charged 1 day vacation or personal leave day;
Third Violation	Employee is charged 1 day vacation or personal leave day;
Four or More Violations	Employee is charged 2 days vacation or 2 personal leave days per violation.

G. Warning and Counseling; Union Representation. Upon determining an employee to be in Excessive Sick Leave Use Status, the Director of Human Resources or his or her designee shall:

(1) Advise the employee and the employee’s supervisor(s) of the designation in writing.

(2) Meet with the employee, on as many occasions as the Director of Human Resources or his or her designee deems necessary (but not less than one time), to counsel the employee with respect to the excessive sick leave use and the need for improvement.

(3) Employees shall have the right to union representation at any meetings held with the employee pursuant to this program.

H. Reservation of Rights; No Limitation on Management Rights. Nothing contained in this program shall limit the Agency's management rights concerning time and attendance. The Agency expressly reserves the right to take additional disciplinary action against any employee concerning time and leave infractions. The penalties set forth in section F shall be in addition to all other penalties available to the Agency pursuant to Article 45 ("RESIGNATION AND DISCIPLINE") of the collective bargaining agreement. In any such disciplinary proceedings, the requirements of Article 46 shall apply.

I. Salary Increases. Employees who are in Excessive Sick Leave Use Status shall not be eligible for merit increases.

J. Grievances. Actions taken by the Agency pursuant to this Program shall be grievable under Article 46 ("GRIEVANCE PROCEDURES") of the collective bargaining agreement. The filing of a grievance, however, shall not delay actions taken by the Agency pursuant to the Program. Grievances shall be limited only to actions where the employee alleges being improperly determined to be in Excessive Sick Leave Use Status, or where a loss of leave is imposed under section F hereof.

K. Bonus Personal Leave Day. Commencing with calendar year 2001, any employee not utilizing any sick leave in a full calendar year shall be credited with an additional personal leave day.

ARTICLE 62 - SEPARABILITY

If any clause, sentence, paragraph, article, section or part of this Agreement shall be adjudged by any court of competent jurisdiction, the State Department of Civil Service, the State Civil Service Commission or the Public Employment Relations Board, as the case may be, to be invalid, such judgment shall not affect, impair or invalidate the remainder thereof but shall be confined to the particular clause, sentence, paragraph,

article, section or part thereof directly involved in the controversy in which the judgment was rendered.

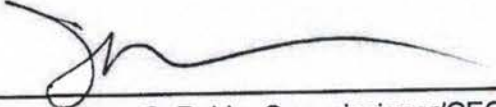
ARTICLE 63 - APPROVAL OF THE LEGISLATURE

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.

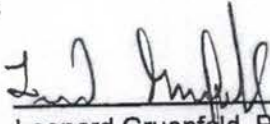
IN WITNESS WHEREOF, the President/CEO is hereby authorized and directed, by resolution duly adopted, to execute on behalf of the Agency, this Agreement.

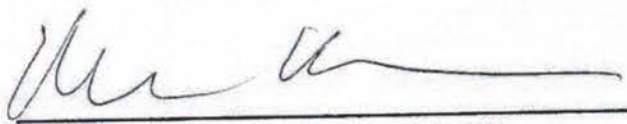
NEW YORK STATE HOUSING FINANCE AGENCY

By: _____


James S. Rubin, Commissioner/CEO

IN WITNESS WHEREOF, the Officers of the Union are hereby authorized and directed, by vote of the membership in accordance with the by-laws, to execute on behalf of the Union, this Agreement.


Leonard Gruenfeld, President NYSHFEA


Maida Rosenstein, President Local 2110


Julie Kushner, Director UAW Region 9A, AFL-CIO