April 1, 2011 -- March 31, 2016

AGREEMENT BETWEEN

THE DORMITORY AUTHORITY OF THE STATE OF NEW YORK

AND

THE INTERNATIONAL UNION AND ITS LOCAL 2110, UNITED AUTO WORKERS

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AGREEMENT BETWEEN

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

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

ARTICLE 1
RECOGNITION

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

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

1.3 No less than full-time employee not set forth in Appendix A shall be eligible to be considered part of Local 2110 until: (i) they have been continuously employed in their position with DASNY for a period of thirty-nine weeks; (ii) they have successfully completed the probationary period, and (iii) the representational status of the position has been determined pursuant to Article 3 of this Agreement. In no event shall the thirty-nine week period of time served by an employee include

time the employee is filling the position of an employee on statutory, contractual or administrative leave that entitles that employee to return to his or her position.

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

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

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

ARTICLE 2
STATEMENT OF POLICY AND PURPOSE

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

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

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

b. To promote fair and reasonable working conditions.

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

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

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

ARTICLE 3
REPRESENTATION STATUS OF FUTURE POSITIONS

3.1 This Article shall govern representation of employees by CSEA Local 698, Local 2110 and UAW, unless otherwise agreed to by CSEA Local 698, Local 2110, UAW and DASNY.

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

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

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

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

3.6 Any newly created position proposed to be designated Managerial by DASNY for which the Grade level for that position is established as 60 or above and for which the Job Hire Rate shall be a minimum of $105,686 (one hundred and five thousand six hundred and eighty six dollars) shall be considered unrepresented until PERB determines pursuant to an application to be promptly filed upon

request to file made of DASNY by Local 2110 that the position does not qualify for designation as Managerial. Upon a determination by PERB that the position is not a Managerial position, the representational status of this position shall be determined in accordance with the requirements of this Article.

ARTICLE 4
UAW LOCAL 2110 UNION ACTIVITY RIGHTS

4.1 Exclusive Negotiations with Local 2110

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

4.2 Payroll Deduction

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

b. DASNY shall make such payroll deductions for union sponsored insurance premiums pursuant to notice filed with DASNY by the insurance carrier who shall make such request based soley upon written and signed authorization by the Employee.

c. DASNY will cease to make such payroll deductions for union sponsored insurance premiums pursuant to and upon the filing with DASNY by the individual Employee of a written and signed authorization indicating the date upon which such payroll deductions shall cease.

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

4.3 Agency Shop Fee

a. The biweekly agency shop fee deduction is continued. The agency shop fee payroll deduction will apply to all Employees who are members of the negotiating unit. Within ten business days following the employment of a

new Employee subject to the agency shop fee deduction, notice of the employment of such Employee will be given to the President of Local 2110.

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

4.4 Bulletin Boards

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

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

4.5 Meetings

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

4.6 Access to Employees

a. Local 2110 representatives shall, on an exclusive basis except during periods of challenge, as defined in section 208 of the Civil Service Law, have reasonable and appropriate access to Employees during working hours to explain Local 2110 membership, services and programs under arrangements mutually developed with DASNY. Any such arrangements shall insure that such access shall not interfere with Employees' work duties or work performance.

b. DASNY may make reasonable and appropriate arrangements with Local 2110 whereby Local 2110 may advise Employees of the additional

availability of Local 2110 representatives for consultations during non-working hours concerning Local 2110 membership, services and programs.

4.7 List of Employees

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

4.8 UAW Local 2110 Leave

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

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

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

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

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

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

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

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

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

ARTICLE 5
MANAGEMENT RIGHTS

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

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

ARTICLE 6
NO STRIKES

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

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

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

ARTICLE 7
CLASSIFICATION AND COMPENSATION

7.1 Salary and Step Program

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

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

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

b. Terms and Conditions of the Salary and Step Program:

1. Appendix D, which is attached to the Agreement, reflects the Salary and Step Program in effect from April 1, 2011 through March 31, 2016 for employees who are on the payroll upon execution of this Agreement.

2. Appendix D establishes for each grade a hiring rate and job rate, with sixteen annual steps, including longevity steps at Steps 10, 13, and 16. The increments and longevity amounts for the 2011-12, 2012-13, 2013-14, 2014-15 and 2015-16 fiscal years include Cost of Living Adjustments (COLAs) in the following amounts: 0.0%, 0.0%, 0.0%, 1.0% (effective 10/01/14), 2.0%.

3. Appendix D-1, which is attached to this Agreement, reflects the Salary and Step Program in effect for all future transactions that take place as of upon execution of the Agreement. Transactions subject to Appendix D-1 placement are as follows: Original Appointment, Promotion, Transfers to a Position within the same Salary Band, Transfer to a Lower Level, and Out of Title. Employees who return to formerly held positions pursuant to Article 24.4 or 24.9 of this Agreement shall be returned to Appendix D at the Step held in the prior position when they were covered by Appendix D, except in cases where an employee is eligible for Step movement. Transactions resulting from "bumping" and "recall" under Article 26 shall not result in a change to or within Appendix D-1, except when the employee is already in D-1 before the bumping or recall occurs. Employment Opportunities pursuant to Article 23 of this Agreement shall be assigned to Appendix D-1. Appendix D-1 establishes for each grade a hiring rate and a job rate with twelve annual steps.

   Employees on the payroll prior to the execution of the Agreement who accept an employment opportunity pursuant to Article 23 of this Agreement, receive out of title compensation and/or reclassification shall be assigned to Appendix D-1 and the new job rate will be adjusted to equal Step 13 as provided on Appendix D. In such instance, applicable annual step movement for those who qualify will be provided consistent with the increment amount as defined on Appendix D-1 up to Step 13 on Appendix D.

4. Effective April 1, 2011, April 1, 2012, April 1, 2013, April 1, 2014 and April 1, 2015 an Employee is eligible for step movement if: (i) the Employee was on the payroll on March 31st of the fiscal year immediately preceding the fiscal year, and (ii) worked 1,000 hours in the calendar year (01/01 to 12/31) immediately preceding the calendar year of payment: and (iii) received an outstanding, satisfactory or needs improvement (or outstanding, highly effective, effective, or needs improvement for evaluation year

2014) rating on their annual performance evaluation as defined in Article 9. Any employee who will be rated as "unsatisfactory" for the 2014 evaluation year when his or her evaluation is completed by July 1, 2015, will not be eligible for a step movement on April 1, 2015 based on the anticipated rating.

5. Effective as of the evaluation year 2015 and thereafter, an Employee is eligible for step movement if: (i) the Employee was on the payroll on March 31st of the fiscal year immediately preceding the fiscal year, and (ii) worked 1,000 hours in the calendar year (01/01 to 12/31) immediately preceding the calendar year of payment; and (iii) received an outstanding, highly effective or effective rating on their annual performance evaluation as defined in Article 9.

6. Employees who were on the payroll as of April 1, 2014 and upon execution of this Agreement will be paid a one-time lump sum payment of $850.

7. Employees who were on the payroll as of October 1, 2014 but who retired prior to the execution of this Agreement, will be eligible for the 1% COLA effective 10/01/14 set forth in Section 7.1 (b) 2 of this Agreement for the period from October 1, 2014 to the date of their retirement.

c. DASNY reserves the right to classify and assign grades to new positions in accordance with this Agreement, except as follows: Position is in existence prior to April 1, 2015 shall not be reclassified and/or reallocated into Appendix D-1 Salary Band 3 (Para & Entry Level Professional II) or Salary Band 5 (Professional II); provided, DASNY shall not be limited to allocating or classifying any positions not in existence on or after April 1, 2015 to any Salary Band.

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

e. To the extent Employees have been moved to the next step and have been paid for such Step Movement effective April 1, 2011, April 1, 2012, April 1, 2013, April 1, 2014 and April 1, 2015, Sections 7.2, 7.3, 7.4 and 7.5 do not authorize duplicate payments or step movement. Unless the parties negotiate otherwise, there will be step movement for eligible employees in each fiscal year after 2015-2016 fiscal year and each year thereafter according to the Collective Bargaining Agreement in effect, consistent with Civil Service Law Section 209-a (1)(d) and (e).

7.2 Fiscal Year 2011-2012

Effective April 1, 2011, those Employees who satisfy the requirements of Section 7.1 (b) (4) (i), (ii) and (iii) shall be assigned to the next step in their grade and paid the salary applicable to that step for the 2011-2012 fiscal year.

7.3 Fiscal Year 2012-2013

Effective April 1, 2012, those Employees who satisfy the requirements of Section 7.1 (b) (4) (i), (ii) and (iii) shall be assigned to the next step in their grade and paid the salary applicable to that step for the 2012-2013 fiscal year.

7.4 Fiscal Year 2013-2014

Effective April 1, 2013, those Employees who satisfy the requirements of Section 7.1 (b) (4) (i), (ii) and (iii) shall be assigned to the next step in their grade and paid the salary applicable to that step for the 2013-2014 fiscal year.

7.5 Fiscal Year 2014-2015

Effective April 1, 2014, those Employees who satisfy the requirements of Section 7.1 (b) (4) (i), (ii) and (iii) shall be assigned to the next step in their grade and paid the salary applicable to that step for the 2014-2015 fiscal year.

7.6 Fiscal Year 2015-2016

Effective April 1, 2015, those Employees who satisfy the requirements of Section 7.1 (b) (4)(i), (ii) and (iii) shall be assigned to the next step in their grade and paid the salary applicable to that step for the 2015-2016 fiscal year.

7.7 Promotions and Reclassifications

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

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

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

7.8 Location Differential

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

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

i. A location differential of Five Thousand and Fifty-Four Dollars ($5,054.00) and that amount shall continue to be paid each April 1, thereafter.

2. For a portion of the fiscal year, shall receive for that fiscal year a pro-rated amount of the applicable sum set forth in Section 7.8 (a) (1) that reflects the period of time during which the Employee was actually so assigned.

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

1. For the period April 1, 2011, through March 31, 2015 a location differential shall be One Thousand Six Hundred and Twenty-One Dollars ($1,621.00)

2. Effective April 1, 2015, a location differential shall be Five Thousand and Fifty-Four Dollars ($5,054.00) and that amount shall continue to be paid each April 1 thereafter.

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

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

7.9 Calculation of Bi-Weekly Salary Payments

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

7.10 Additional Longevity Payment

a. For the period April 1, 2011 through April 1, 2015, as of April 1 of the fiscal year after an employee has completed three years of service at Step 16 of the Employee's grade, an Employee shall be entitled to receive a $750 longevity bonus payment every three years after the initial $750 longevity payment bonus is received if he or she continues to serve in the same grade.

b. Effective with the completion of 2015 performance evaluations and each year thereafter, an Employee may be entitled to receive a longevity payment after the employee has completed one year of service at the job rate. An employee's longevity payment amount will be based on the overall rating received on their annual performance evaluation. Such employee will be entitled to receive a longevity payment every year after the initial longevity payment is received if he or she continues to serve in the same grade and subject to the overall annual performance evaluation rating as follows:

Employees who receive an overall rating of "outstanding" will receive a lump sum $900 longevity payment.

Employees who receive an overall rating of "highly effective" will receive a lump sum $600 longevity payment.

Employees who receive an overall rating of "effective" will receive a lump sum $300 longevity payment.

Employees who receive an overall rating of "needs improvement" or "unsatisfactory" will not receive a longevity payment.

c. Employees who receive the $750 longevity bonus set out in Section 7.10 (a) above as of April 1, 2015, will not be entitled in 2015 to any additional longevity payment, and most specifically not the payment called for in Section 7.10 (b).

d. Employees eligible based on their rating for the longevity payment set forth in Section 7.10 (b) above will be entitled to said payment as of July 1, 2015, and as of April 1st each year thereafter.

ARTICLE 8
BONUS PROGRAM

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

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

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

ARTICLE 9
EMPLOYEE PERFORMANCE EVALUATION PROGRAM

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

9.2 Employee performance will be evaluated on an ongoing basis.

9.3 An Employee's performance will be evaluated formally at least once a year (Annual Performance Evaluation). DASNY may evaluate more frequently in its discretion; provided, however, effective as of the 2015 evaluation year and thereafter, the annual evaluation must be completed prior to March 31st of each year for the prior year performance review period. For the 2014 evaluation year, the annual evaluation must be completed by July 1, 2015; however, in accordance with section 7.1(b) 4 hereof, those employees who will be rated "unsatisfactory" for the 2014 evaluation year will be identified by April 1, 2015 and receive their evaluation by July 1, 2015. Employees shall be provided a copy of all written evaluations whether formal or informal. DASNY will provide the Employee's job description annually as part of the performance review. An Employee must sign and acknowledge receipt of the applicable job description as part of the performance review. The rater must sign and acknowledge reviewing the applicable job description with the Employee as part of the performance review. Effective as of the 2014 evaluation year and thereafter, if an Employee's overall written performance evaluation rating submitted by the immediate supervisor for final approval is changed by anyone other than such supervisor, a written

justification for the change in rating shall be made in writing by the individual making the change and included and attached to the final performance evaluation.

9.4 a. The overall rating system for an Employee's annual performance evaluation during the evaluation years 2011-2014 shall be "Outstanding," "Satisfactory," "Needs Improvement" and "Unsatisfactory." At the same time, each individual rating category shall include "Outstanding," "Satisfactory," "Needs Improvement" and "Unsatisfactory."

b. Effective as of the 2015 evaluation year and thereafter, the rating categories for an Employee's overall annual performance evaluation shall be "Outstanding," "Highly Effective," "Effective," "Needs Improvement" and "Unsatisfactory;" and each individual rating category shall include "Outstanding," "Highly Effective," "Effective," "Needs Improvement" and "Unsatisfactory."

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

a. The review will be conducted by a panel of four persons, two designated by the President for DASNY for that purpose and two employees designated by the President of Local 2011 (Annual Performance Evaluation Rating Review Panel).

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

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

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

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

f. The Panel, in their consideration of the Employee's appeal of their Annual Performance Evaluation Rating, is not limited in its deliberations to a review of the presentations made by the Employee or the Employee's supervisor. If the Panel considers information other than that presented by

the Employee and the Employee's supervisor, then the Panel shall provide that information to the Employee and supervisor and give them an opportunity to respond in writing before the Panel makes a determination.

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

h. The panel's decision shall be rendered in writing to the Employee, the President of DASNY, or the President's designee, Local 2110's President, the Employee's Supervisor, the Managing Director of the Employee's Division and a copy shall be provided to Human Resources for inclusion in the Employee's personnel file.

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

10.1 Retirement

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

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

10.2 Flexible Benefit Spending Plan

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

10.3 Survivor Benefit

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

10.4 Deferred Compensation Program

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

ARTICLE 11
EMPLOYEE HEALTH INSURANCE PROGRAMS

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

a. Health and Prescription Drug Coverage:

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

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

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

b. Dental Benefit Coverage:

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

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

c. Vision Benefit Coverage:

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

2. DASNY will provide those Retirees who retired from DASNY on or after June 1, 2004, the benefits required by COBRA for the New

York State Vision Care Plan offered to Management/Confidential New York State Employees through the New York State Civil Service Department.

11.2 Eligibility for Health Insurance, Prescription Drug, Dental and Vision Benefits

a. For Full-Time Employees:

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

b. For Certain Less Than Full-Time Employees:

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

11.3 Payment of Premiums

a. 1. Effective upon execution of this Agreement, DASNY will pay seventy-one percent (71%) of the dependent coverage and eighty-four (84%) of the individual coverage and the full-time Employee will pay twenty-nine percent (29%) of the dependent coverage and sixteen percent (16%) of the individual coverage of the premium for the health and prescription drug plan coverage selected by the full-time Employee from those offered by DASNY through the New York State Civil Service Department. Employees who are classified in Salary Band 1 of the attached classification plan (Appendix D or D-1) will pay twenty-seven percent (27%) of the dependent coverage and sixteen percent (16%) of the individual coverage.

2. Effective, as soon as practicable, through the term of this Agreement, NYSHIP enrollees who can demonstrate and attest to having other coverage from a provider other than NYSHIP, may annually elect to opt-out of NYSHIP's Empire Plan or Health Maintenance Organizations. Employees currently participating in individual coverage under NYSHIP who choose not to enroll in NYSHIP individual coverage will receive an annual payment of $1,500 for not electing individual coverage. Employees currently participating in family coverage under NYSHIP who choose not to enroll in NYSHIP family coverage will receive an annual payment of $3,500 for not electing family coverage. The Opt-out program will allow for re-entry to NYSHIP 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.

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

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

d. Less Than Full-Time Employees.

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

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

f. Retirees.

1. Employees will be eligible for retiree health insurance if the Employee has at least ten cumulative years of service with DASNY, not necessarily continuous service, is enrolled in NYSHIP health insurance at the time of retirement and is otherwise eligible to retire and to meet all NYSHIP requirements to receive such retiree health insurance.

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

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

11.4 Extension of Coverage

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

ARTICLE 12
ATTENDANCE AND LEAVE

12.1 Attendance Rules

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

12.2 Hours of Work

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

b. Unless an Employee is permitted variations from this schedule in accordance with Paragraphs (c) – (f) of this Section, an Employee's normal work:

   1. Monday through Friday; and

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

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

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

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

d. The annual flextime plans prepared by each Division Director will be coordinated as much as practicable to make flextime available to all Employees while at the same time addressing the operational and supervisory needs of DASNY for the hours between 8:30 a.m. and 5 p.m.

Supervisors will be required to administer their Division's flextime plan on an equitable basis.

e. Notwithstanding 12.2 (c) above, for the period, April 1, 2015 through March 31, 2016, alternative work schedules may be permitted as part of a pilot program. Under the pilot program, Managing Directors shall have the ability to authorize alternative work schedules to meet operational needs. Alternative work schedules shall not vary from day to day except in the event of extraordinary circumstances. Approved alternative work schedules must be sent to Human Resources for official record keeping purposes. Approved alternative work schedule(s) may be terminated at any time at management's discretion with ten (10) business days' notice.

f. Job sharing and reduced work schedules may be authorized at the discretion of the President (or designee). All requests shall be submitted to the President for consideration.

g. Alternative work schedules shall be an appropriate subject for discussion in a Labor/Management committee held pursuant to Article 32 of the Collective Bargaining Agreement.

12.3 Overtime

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

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

12.4 Holiday Observance

a. The following holidays shall be observed by DASNY:

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

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

c. Employees who are required by DASNY to work on a holiday which is not a Floating Holiday will have the option of electing an alternative day off ("Holiday Leave") with prior supervisory approval, which approval will not be unreasonably withheld; or being paid for the holiday at the rate of one

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

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

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

12.5 Additional Vacation Credit

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

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

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

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

12.6 Vacation Credit Accumulation

a. Vacation credits may be accumulated up to 40 days provided, however, that in the event of death, retirement or separation from service, an Employee compensated in cash for accrued and unused accumulation may only be so compensated for a maximum of 30 days.

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

12.7 Sick Leave Accumulation

Employees who are entitled to earn and accumulate sick leave credits may accumulate such credits up to a total of 200 days. For members who joined the New York State and Local Employee's Retirement System before April 1, 2012, no more than 200 days of sick leave may be credited for retirement service credit or health insurance premiums on retirement if the Employee retires from DASNY. For members who joined the New York State and Local Employees Retirement System on or after April 1, 2012, no more than 100 days of sick leave may be credited for retirement service credit, and no more than 200 days of sick leave may be credited for health insurance premiums on retirement if the Employee retires from DASNY. Date of membership and tier designation shall determine the number of sick leave days to be credited for retirement service credit.

12.8 Use of Sick Leave at Half Pay

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

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

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

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

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

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

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

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

12.9 Use of Personal Leave

DASNY shall not require an Employee to give a reason as a condition for approving the use of personal leave credits provided, however, that prior approval for such use of leave credits is obtained, that the resulting absence will not interfere with the proper conduct of Authority functions and that an Employee who has exhausted personal leave credits shall charge approved absences necessitated by personal business or religious observance to accumulated Vacation or Compensatory credits.

12.10 Leave for Bereavement or Family Illness

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

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

12.11 Use of Workers' Compensation Leave with Pay

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

12.12 Maintenance of Time Records

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

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

12.13 Office Closure

In the event of office closure(s), official notification shall be provided from the President or designee notifying employees of early dismissal or office closure. Affected employees shall not be required to charge such absence against leave credits.

12.14 Emergency Duties

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

ARTICLE 13
EMPLOYEE ASSISTANCE PROGRAM

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

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

ARTICLE 14
EMPLOYEE DEVELOPMENT PROGRAM

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

14.2 DASNY will reimburse any active Employee for the following:

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

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

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

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

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

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

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

14.6 For the period April 1, 2011 through the date of execution of this Agreement, Employees will be limited to a five thousand dollars ($5,000) reimbursement for each calendar year. Effective upon the execution of this Agreement, Employees will be limited to a five thousand two hundred ($5,200) dollars reimbursement for each calendar year. Prior to April 1, 2014, the estimated amount of reimbursement

expected under this Article for any course may be advanced to the Employee, provided such Employee shall have an annual salary not exceeding sixty thousand dollars ($60,000) and shall have been employed by DASNY for at least six months prior thereto, and providing the Employee agrees in writing to promptly reimburse DASNY for any advanced funds which exceed the actual reimbursement such Employee is entitled to hereunder. Commencing upon the date of execution of this Agreement, the estimated amount of reimbursement expected under this Article for any course may be advanced to the Employee, provided such Employee is classified as Grade 2 and below on Schedule D or is classified as Grade 4 and below on Schedule D-1 and shall have been employed by DASNY for at least six months prior thereto, and providing the Employee agrees in writing to promptly reimburse DASNY for any advanced funds which exceed the actual reimbursement such Employee is entitled to hereunder.

14.7 Any Employee who seeks reimbursement for a course/program pursuant to this Article must present proof of successful completion and passing of the course/program before obtaining reimbursement. For those Employees seeking an advancement of the estimated reimbursement for a course/program, submission of proof of successful completion and a passing grade for the course/program must be submitted within thirty (30) calendar days of the course's/programs' conclusion.

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

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

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

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

d. All fees and other membership costs associated with any professional accreditation/licensure that is required as a minimum qualification in the job description for the employee's current job title.

ARTICLE 15
WORKING CONDITIONS

15.1 Safety Standards

a. DASNY agrees that a certain minimum standard of safety must be maintained at its facilities and further that, wherever practicable, DASNY will endeavor to provide safety standards for the protection of Employee wellbeing commensurate with safety standards presently in effect in the

private sector. Contract Grievances under this section shall not be arbitrable.

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

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

15.2 Work Out of Title

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

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

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

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

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

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

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

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

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

15.4 Parking

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

ARTICLE 16
SEXUAL HARASSMENT

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

ARTICLE 17
NO DISCRIMINATION

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

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

17.3 Claims of discrimination shall not be subject to review under the grievance or arbitration provisions of this Agreement.

ARTICLE 18
TRAVEL AND MOVING EXPENSES

18.1 Meal and Lodging Expenses

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

Employees who are assigned or reassigned to a different official station which is located more than a reasonable day's travel from their former official station shall,

for a reasonable period of time as determined by DASNY, be considered to be eligible for reimbursement, pursuant to this section, as if they were in travel status.

Effective as of the execution of this Agreement, the reimbursement shall be as follows:

NYC and surrounding counties (Nassau, Rockland, Suffolk and Westchester); Out of State:

Breakfast	$ 6.00
Lunch	10.00
Dinner	43.00
Total	$59.00

Remainder of State:

Breakfast	$ 5.00
Lunch	7.00
Dinner	31.00
Total	$43.00

18.2 Mileage Allowance

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

18.3 Relocation Expenses

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

18.4 Accidental Death and Dismemberment

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

18.5 Alternative Agreement

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

ARTICLE 19
COPIES OF AGREEMENT

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

ARTICLE 20
DISCIPLINE

20.1 Applicability

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

20.2 Employee Rights

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

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

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

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

e. The Employee shall be provided a copy of any statement regarding

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

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

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

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

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

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

k. At such time that an Employee is served with a notice of discipline, Local 2110 shall be provided simultaneously with a written or electronic notice that a Notice of Discipline has been served and the name and title of the Employee upon whom the Notice of Discipline was served.

20.3 Actions Not Constituting Discipline

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

a. Counseling; written or oral;

b. Verbal warning;

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

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

a. Prior to service of a Level 2 notice of discipline pursuant to Paragraph (b) of Section 20.7, or completion of the disciplinary process relating thereto, if DASNY believes either that: (i) there is probable cause to believe that such Employee's continued presence on the job represents an imminent danger to persons or property or (ii) would severely interfere with the operations of DASNY, then DASNY may suspend an Employee without pay for a period not to exceed 30 days. In such circumstance, a notice of discipline shall be served upon the Employee within 72 hours and notice of the service of the notice of discipline shall be provided electronically or in writing to Local 2110.

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

20.5 Resignations Related to Disciplinary Matters

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

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

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

20.6 Settlement

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

20.7 Disciplinary Proceedings

a. Level 1 Disciplinary Proceedings:

1. DASNY may institute Level 1 disciplinary proceedings as provided by this Paragraph A against an Employee related to the

following acts or omissions constituting incompetence or misconduct:

i. Absenteeism,

ii. Tardiness;

iii. Violations of State or Authority Ethics Policies involving infractions not exceeding $500.00;

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

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

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

i. Letter of warning;

ii. Written reprimand,

iii. Fine or restitution not exceeding $100;

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

v. Any combination of the above.

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

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

6. The President or designee may confirm the Level 1 disciplinary charges in whole or in part; may dismiss the charges; and may sustain the proposed penalty or institute a different penalty

provided the penalty is within the scope of the penalties authorized for Level 1 disciplinary proceedings in this Article.

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

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

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

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

b. Level 2 Disciplinary Proceedings

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

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

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

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

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

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

cc. A copy of this Article.

3. The Employee, with notice to Local 2110, or Local 2110 may object to a Level 2 notice of discipline by filing with the President or designee a written disciplinary grievance within 15 business days of the Employee being served with a Level 2 notice of discipline. The disciplinary grievance must state whether the objection is to the charge, the facts alleged or to the proposed penalty. The timely filing of such disciplinary grievance shall constitute a demand for arbitration. The filing of such a disciplinary grievance shall be complete on:

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

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

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

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

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

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

   iv. The matter is settled.

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

ARTICLE 21
CONTRACT GRIEVANCES

21.1 Policy

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

21.2 Contract Grievance

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

21.3 Procedure Relating to Contract Grievances

a. Step 1 of the Contract Grievance Process:

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

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

and the President of Local 2110 shall be given written notice of the time and place for the meeting at least five (5) business days in advance of the meeting and shall have a reasonable opportunity to present witnesses and documents in support of their respective positions concerning the Contract Grievance. Local 2110's President and Management's representatives are required to make a concerted good faith effort to reach an amicable resolution of the Contract Grievance at this stage of the Contract Grievance process. The Senior Director of Operations or designee may schedule additional follow-up meetings with the parties should the parties agree that such meetings could be reasonably expected to advance the potential resolution of the Contract Grievance.

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

b. Step 2 of the Contract Grievance Process:

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

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

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

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

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

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

g. Any resolution reached on a Contract Grievance will constitute precedent only if the President of Local 2110 and the President agree that such resolution will have such effect.

ARTICLE 22
ARBITRATION

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

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

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

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

22.5 Arbitrator's Authority

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

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

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

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

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

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

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

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

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

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

ARTICLE 23
EMPLOYEE OPPORTUNITIES

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

ARTICLE 24
PROBATION

24.1 After the effective date of this Agreement, a probationary term of no less than 26

weeks must be successfully served by any Employee appointed to any position.

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

24.3 An Employee's probationary term may be extended once for another 26 week period to a total of 52 weeks upon the prior approval of the Managing Director of the Division in which the position belongs and the approval of the President or his designee.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 25
UNEMPLOYMENT BENEFITS

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

ARTICLE 26
JOB SECURITY

26.1 Layoff Procedure

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

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

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

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

in such plans at the Employee's own expense for the period allowed by applicable law.

26.2 Employee Service Seniority

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

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

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

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

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

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

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

b. Notwithstanding Subsection (a) and for the purpose of this Agreement, an Employee on an unpaid leave of absence for a period of six months or less

shall continue to accrue seniority. Thereafter, no seniority shall accrue until the Employee returns to work at DASNY.

26.3 Recall Rights

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

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

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

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

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

ARTICLE 27
BENEFITS GUARANTEED

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

ARTICLE 28
CONCLUSION OF COLLECTIVE NEGOTIATIONS

This Agreement is the entire agreement between DASNY and Local 2110 terminates all prior agreements and understandings and concludes all collective negotiations during its term except as specifically set forth in Article 29 of this Agreement. During the term of this Agreement, neither party will unilaterally seek to modify its terms through legislation or any other means. The parties agree to support jointly any legislation or administrative action necessary to implement the provisions of this Agreement. The parties acknowledge that except as otherwise expressly provided herein, they have fully negotiated with respect to the terms and conditions of employment and have settled them for the term of this Agreement in accordance with the provisions thereof.

ARTICLE 29
SEVERABILITY

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

ARTICLE 30
DURATION OF AGREEMENT

The term of this Agreement shall become effective on April 1, 2011, and shall remain effective through March 31, 2016, and for such further period as may be agreed upon by both parties. All terms and conditions set forth in this Agreement shall remain in full force and effect until the parties have executed a new agreement.

ARTICLE 31
AVAILABILITY OF FUNDS

It is agreed that DASNY will use its best efforts to secure funds to carry out fully the terms of this Agreement. However, if funds are not available to DASNY to carry out the terms of this Agreement, DASNY shall carry out such portion of this Agreement as

may be agreed upon between DASNY and Local 2110, and failure to agree shall be deemed a Contract Grievance within the meaning of this Agreement.

ARTICLE 32
LABOR/MANAGEMENT COMMITTEE

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

Each Committee shall consist of three designees of DASNY and three designees of Local 2110.

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

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

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

ARTICLE 33
APPROVAL OF THE LEGISLATURE

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

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

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

LOCAL 2110 OF THE UNITED AUTO WORKERS

By _____
President

Date 10/22/15

INTERNATIONAL UNION, UAW

By _____
International Representative

Date 10/7/15

DORMITORY AUTHORITY OF THE STATE OF NEW YORK

By _____
President

Date 10/26/15

ACKNOWLEDGEMENTS OF OFFICERS EXECUTING AGREEMENT

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

On the 26th day of October in the year 2015, before me personally came Gerrard P. Bushell to me known, who, being duly sworn, did depose and say that (s)he resides in NY County, State of New York; that (s)he is the President of the Dormitory Authority of the State of New York, the corporation described in and which executed the above Agreement; and the (s)he signed their name thereto by order of the members of the Board of said corporation.

Kelly A Whitbeck
Notary Public

KELLY A. WHITBECK
Notary Public, State of New York
No. 01WH6068431
Qualified in Albany County
Commission Expires December 31, 2017

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

On the 22 day of Oct. in the year 2015, before me personally came Maida Rosenstein to me known, who, being duly sworn, did depose and say that (s) he resides in NY County, State of New York; that (s)he is the President of the Local 2110 of the United Auto Workers, the labor organization described in and which executed the above Agreement; and that (s)he signed their name thereto by order of the Executive Board of said labor organization and that the members of said labor organization did ratify said Agreement by a vote of the membership on the 22 day of Oct. 2015.

Diane G Lanigan
Notary Public

DIANE G LANIGAN
NOTARY PUBLIC STATE OF NEW YORK
NO 01LA4672253
QUALIFIED IN SUFFOLK COUNTY
COMMISSION EXPIRES 3/30/2018

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

On the 7 day of October in the year 2015, before me personally came Scott W. Sommer to me known, who, being duly sworn, did depose and say that (s)he resides in [illegible] County, State of New York; that (s)he is the International Representative of the International Union of the United Auto Workers., the labor organization described in and which executed the above Agreement; and that (s)he signed their name thereto by order of the Constitution of said labor organization and that the members of said labor organization did ratify said Agreement by a vote of the membership on the ~~day~~ of September 2015.

Diane G Lanigan
Notary Public

DIANE G LANIGAN
NOTARY PUBLIC STATE OF NEW YORK
NO 01LA4672253
QUALIFIED IN SUFFOLK COUNTY
COMMISSION EXPIRES 3/30/2018

KELLY A. WHITTICK
Notary Public, State of New York
No. 01WH6161
Qualified in Albany County
Commission Expires December 31, 20__

Appendix "A"

UAW Titles and Operating Units as of 5/22/15

Schedule A - UAW Titles as of 5/22/2015

Job Title	Salary Grade	Classification	Division	Subunit
Administrative Assistant	Band 2	Para & Entry-Level Professional	Office of Exec Initiative	Opportunity Progs Group
	Band 2	Para & Entry-Level Professional	Public Fin & Port Monitor	Pub Fin/Port Mon Admin
	Band 2	Para & Entry-Level Professional	Public Fin & Port Monitor	Pub Fin/Port Mon Admin
	Band 2	Para & Entry-Level Professional	Executive	Real Property
Administrative Assistant - Headcount: 4				
Associate Counsel (O/T)	Band 5	Manager or Equivalent	Counsel	Counsel-Corporate Counsel
Associate Counsel	Band 5	Manager or Equivalent	Counsel	Counsel-Finance Unit
Associate Counsel - Headcount: 2				
Asst Dir, Opp Programs	Band 5	Manager or Equivalent	Office of Exec Initiative	Opportunity Progs Group
	Band 5	Manager or Equivalent	Office of Exec Initiative	Opportunity Progs Group
Asst Dir, Opp Programs - Headcount: 2				
Asst Dir, Portfolio Mgt	Band 5	Manager or Equivalent	Public Fin & Port Monitor	Portfolio Monitoring
	Band 5	Manager or Equivalent	Public Fin & Port Monitor	Portfolio Monitoring
Asst Dir, Portfolio Mgt - Headcount: 2				
Asst Opp Progs Analyst	Band 2	Para & Entry-Level Professional	Office of Exec Initiative	Opportunity Progs Group
Asst Opp Progs Analyst - Headcount: 1				
Contract Comp Auditor	Band 3	Professional	Office of Exec Initiative	Opportunity Progs Group
Contract Comp Auditor - Headcount: 1				
MWBE Bus Dev & Out Coord	Band 3	Professional	Office of Exec Initiative	Opportunity Progs Group
MWBE Bus Dev & Out Coord - Headcount: 1				
Office Assistant	Band 1	Clerical	Office of Exec Initiative	Communications
	Band 1	Clerical	Office of Exec Initiative	Opportunity Progs Group
Office Assistant - Headcount: 2				
Opp Progs Analyst	Band 3	Professional	Office of Exec Initiative	Opportunity Progs Group
	Band 3	Professional	Office of Exec Initiative	Opportunity Progs Group
Opp Progs Analyst - Headcount: 2				
Opp Progs Specialist	Band 2	Para & Entry-Level Professional	Office of Exec Initiative	Opportunity Progs Group
Opp Progs Specialist - Headcount: 1				
Policy Analyst	Band 3	Professional	Executive	Business Continuity
Policy Analyst - Headcount: 1				
Portfolio Analyst	Band 3	Professional	Public Fin & Port Monitor	Portfolio Monitoring
	Band 3	Professional	Public Fin & Port Monitor	Portfolio Monitoring
Portfolio Analyst - Headcount: 2				
Real Property Analyst	Band 3	Professional	Executive	Real Property
	Band 3	Professional	Executive	Real Property
	Band 3	Professional	Executive	Real Property
	Band 3	Professional	Executive	Real Property
	Band 3	Professional	Executive	Real Property
	Band 3	Professional	Executive	Real Property
Real Property Analyst - Headcount: 6				
Real Property Spec	Band 2	Para & Entry-Level Professional	Executive	Real Property
Real Property Spec - Headcount: 1				
Sr Counsel	Band 4	Sr. Professional	Counsel	Counsel-Corporate Counsel
Sr Counsel - Headcount: 1				
Sr Financial Analyst	Band 4	Sr. Professional	Public Fin & Port Monitor	Public Finance
	Band 4	Sr. Professional	Public Fin & Port Monitor	Public Finance
Sr Financial Analyst - Headcount: 2				
Total Headcount: 31				

Appendix "B"

Titles and Operating Units for CSEA Local 698 as of 5/22/15

Schedule B - CSEA Titles as of 5/22/2015

Job Title	Salary Grade	Classification	Division	Subunit
Accountant	Band 2	Para & Entry-Level Professional	Finance & Info. Services	Accounts Payable
	Band 2	Para & Entry-Level Professional	Finance & Info. Services	Accounts Payable
	Band 2	Para & Entry-Level Professional	Finance & Info. Services	Accounts Payable
	Band 2	Para & Entry-Level Professional	Finance & Info. Services	Accounts Payable
	Band 2	Para & Entry-Level Professional	Finance & Info. Services	Accounts Payable
	Band 2	Para & Entry-Level Professional	Finance & Info. Services	Accounts Payable
	Band 2	Para & Entry-Level Professional	Finance & Info. Services	Accounts Payable
	Band 2	Para & Entry-Level Professional	Finance & Info. Services	Accounts Payable
	Band 2	Para & Entry-Level Professional	Finance & Info. Services	Financial Mgt - Debt
	Band 2	Para & Entry-Level Professional	Finance & Info. Services	Financial Mgt-Accounting
	Band 2	Para & Entry-Level Professional	Finance & Info. Services	Financial Mgt-Accounting
	Band 2	Para & Entry-Level Professional	Finance & Info. Services	Financial Mgt-Accounting
	Band 2	Para & Entry-Level Professional	Finance & Info. Services	Investments
	Band 2	Para & Entry-Level Professional	Finance & Info. Services	Investments
Accountant - Headcount: 14				
Administrative Assistant	Band 2	Para & Entry-Level Professional	Executive	Bldg Services-Albany
	Band 2	Para & Entry-Level Professional	Construction	C S Administration
	Band 2	Para & Entry-Level Professional	Construction	C S Administration
	Band 2	Para & Entry-Level Professional	Construction	Code Compliance
	Band 2	Para & Entry-Level Professional	Construction	Downstate Administration
	Band 2	Para & Entry-Level Professional	Construction	Downstate Administration
	Band 2	Para & Entry-Level Professional	Construction	Downstate Administration
	Band 2	Para & Entry-Level Professional	Construction	Downstate Administration
	Band 2	Para & Entry-Level Professional	Construction	Downstate Construction
	Band 2	Para & Entry-Level Professional	Construction	Downstate Construction
	Band 2	Para & Entry-Level Professional	Construction	Downstate Construction
	Band 2	Para & Entry-Level Professional	Construction	Downstate Design
	Band 2	Para & Entry-Level Professional	Construction	Downstate Design
	Band 2	Para & Entry-Level Professional	Executive	Environmental Affairs
	Band 2	Para & Entry-Level Professional	Executive	Environmental Affairs
	Band 2	Para & Entry-Level Professional	Office of Exec Initiative	Opportunity Progs Group
	Band 2	Para & Entry-Level Professional	Construction	Project Controls
	Band 2	Para & Entry-Level Professional	Executive	Risk Management & Safety
	Band 2	Para & Entry-Level Professional	Construction	Term Contract Administrat
	Band 2	Para & Entry-Level Professional	Construction	Upstate Administration
	Band 2	Para & Entry-Level Professional	Construction	Upstate Construction
	Band 2	Para & Entry-Level Professional	Construction	Upstate Design
Administrative Assistant - Headcount: 22				
Architect	Band 4	Sr. Professional	Construction	Code Compliance
	Band 4	Sr. Professional	Construction	Downstate Design
	Band 4	Sr. Professional	Construction	Downstate Design
	Band 4	Sr. Professional	Construction	Downstate Design
	Band 4	Sr. Professional	Construction	Downstate Design
	Band 4	Sr. Professional	Construction	Downstate Design
	Band 4	Sr. Professional	Construction	Upstate Design
	Band 4	Sr. Professional	Construction	Upstate Design
	Band 4	Sr. Professional	Construction	Upstate Design

Schedule B - CSEA Titles as of 5/22/2015

Job Title	Salary Grade	Classification	Division	Subunit
	Band 4	Sr. Professional	Construction	Upstate Design
	Band 4	Sr. Professional	Construction	Upstate Design
	Band 4	Sr. Professional	Construction	Upstate Design
	Band 4	Sr. Professional	Construction	Upstate Design
	Band 4	Sr. Professional	Construction	Upstate Design
Architect - Headcount: 14				
Assistant Architect	Band 3	Professional	Construction	Upstate Design
Assistant Architect - Headcount: 1				
Associate Counsel	Band 5	Manager or Equivalent	Counsel	Counsel-Corporate Counsel
	Band 5	Manager or Equivalent	Counsel	Counsel-Finance Unit
Associate Counsel - Headcount: 2				
Asst Bldg Control Tech	Band 2	Para & Entry-Level Professional	Executive	Bldg Services-Albany
Asst Bldg Control Tech - Headcount: 1				
Asst Construction Analyst	Band 2	Para & Entry-Level Professional	Finance & Info. Services	Applications Support
Asst Construction Analyst - Headcount: 1				
Asst Dir, Accounting(O/T)	Band 5	Manager or Equivalent	Finance & Info. Services	Financial Mgt-Accounting
Asst Dir, Accounting(O/T) - Headcount: 1				
Asst Dir, Accounts Payabl	Band 5	Manager or Equivalent	Finance & Info. Services	Accounts Payable
Asst Dir, Accounts Payabl - Headcount: 1				
Asst Dir, Comm & Mrkting	Band 5	Manager or Equivalent	Office of Exec Initiative	Communications
Asst Dir, Comm & Mrkting - Headcount: 1				
Asst Dir, Financial Mgt	Band 5	Manager or Equivalent	Finance & Info. Services	Financial Mgt - Debt
Asst Dir, Financial Mgt - Headcount: 1				
Asst Dir, Information Sys	Band 5	Manager or Equivalent	Finance & Info. Services	Applications Support
	Band 5	Manager or Equivalent	Finance & Info. Services	Infrastructure
	Band 5	Manager or Equivalent	Finance & Info. Services	Internet/Intranet
Asst Dir, Information Sys - Headcount: 3				
Asst Dir, Investments	Band 5	Manager or Equivalent	Finance & Info. Services	Investments
Asst Dir, Investments - Headcount: 1				
Asst Dir, Public Finance	Band 5	Manager or Equivalent	Public Fin & Port Monitor	Public Finance
Asst Dir, Public Finance - Headcount: 1				
Asst Dir, Risk Mgt & Safe	Band 5	Manager or Equivalent	Executive	Risk Management & Safety
Asst Dir, Risk Mgt & Safe - Headcount: 1				
Asst Interior Designer	Band 2	Para & Entry-Level Professional	Construction	Interior Design
	Band 2	Para & Entry-Level Professional	Construction	Interior Design
Asst Interior Designer - Headcount: 2				
Asst Office Manager	Band 2	Para & Entry-Level Professional	Executive	NYCO Operations
Asst Office Manager - Headcount: 1				
Asst Opp Progs Analyst	Band 2	Para & Entry-Level Professional	Office of Exec Initiative	Opportunity Progs Group
Asst Opp Progs Analyst - Headcount: 1				
Asst Project Manager	Band 2	Para & Entry-Level Professional	Construction	Code Compliance
	Band 2	Para & Entry-Level Professional	Construction	Downstate Construction
	Band 2	Para & Entry-Level Professional	Construction	JOC's
	Band 2	Para & Entry-Level Professional	Construction	Upstate Construction
Asst Project Manager - Headcount: 4				
Asst Purchasing Coord	Band 2	Para & Entry-Level Professional	Construction	Purchasing
	Band 2	Para & Entry-Level Professional	Construction	Purchasing

Schedule B - CSEA Titles as of 5/22/2015

Job Title	Salary Grade	Classification	Division	Subunit
	Band 2	Para & Entry-Level Professional	Construction	Purchasing
Asst Purchasing Coord - Headcount: 3				
Building Control Tech	Band 3	Professional	Executive	Bldg Services-Albany
Building Control Tech - Headcount: 1				
Building Manager	Band 4	Sr. Professional	Executive	Bldg Services-Albany
Building Manager - Headcount: 1				
Building Svcs Assistant	Band 1	Clerical	Executive	Bldg Services-Albany
	Band 1	Clerical	Executive	Bldg Services-Albany
Building Svcs Assistant - Headcount: 2				
Building Technician	Band 1	Clerical	Executive	Bldg Services-Albany
	Band 1	Clerical	Executive	Bldg Services-Albany
	Band 1	Clerical	Executive	Bldg Services-Albany
	Band 1	Clerical	Executive	Bldg Services-Albany
	Band 1	Clerical	Executive	Building Services-Delmar
Building Technician - Headcount: 5				
Code Administrator	Band 3	Professional	Construction	Code Compliance
	Band 3	Professional	Construction	Code Compliance
Code Administrator - Headcount: 2				
Communications Specialist	Band 2	Para & Entry-Level Professional	Office of Exec Initiative	Communications
	Band 2	Para & Entry-Level Professional	Office of Exec Initiative	Communications
Communications Specialist - Headcount: 2				
Compliance Officer	Band 4	Sr. Professional	Finance & Info. Services	Infrastructure
Compliance Officer - Headcount: 1				
Construc Program Analyst	Band 3	Professional	Construction	Downstate Administration
	Band 3	Professional	Construction	Downstate Administration
	Band 3	Professional	Construction	Downstate Administration
Construc Program Analyst - Headcount: 3				
Construct Contract Coord	Band 2	Para & Entry-Level Professional	Construction	Construction Contracts
	Band 2	Para & Entry-Level Professional	Construction	JOC's
Construct Contract Coord - Headcount: 2				
Construction Analyst	Band 3	Professional	Finance & Info. Services	Applications Support
	Band 3	Professional	Finance & Info. Services	Applications Support
	Band 3	Professional	Construction	Downstate Administration
	Band 3	Professional	Construction	Downstate Administration
	Band 3	Professional	Construction	Downstate Construction
	Band 3	Professional	Finance & Info. Services	Help Desk
	Band 3	Professional	Office of Exec Initiative	Opportunity Progs Group
Construction Analyst - Headcount: 7				
Construction Svcs Spec	Band 2	Para & Entry-Level Professional	Construction	Upstate Construction
Construction Svcs Spec - Headcount: 1				
Contract Administrator	Band 3	Professional	Construction	Construction Contracts
	Band 3	Professional	Construction	Construction Contracts
	Band 3	Professional	Construction	PS Cont Negotiation & Adm
	Band 3	Professional	Construction	PS Cont Negotiation & Adm
	Band 3	Professional	Construction	Purchasing
Contract Administrator - Headcount: 5				
Contract Comp Auditor	Band 3	Professional	Office of Exec Initiative	Opportunity Progs Group

Schedule B - CSEA Titles as of 5/22/2015

Job Title	Salary Grade	Classification	Division	Subunit
Contract Comp Auditor - Headcount: 1				
Cost Control Analyst	Band 3	Professional	Construction	Project Controls
Cost Control Analyst - Headcount: 1				
Database Systems Analyst	Band 3	Professional	Finance & Info. Services	Technical Support
Database Systems Analyst - Headcount: 1				
E-Mail Specialist	Band 3	Professional	Finance & Info. Services	Office Automation
E-Mail Specialist - Headcount: 1				
Engineer	Band 4	Sr. Professional	Construction	Code Compliance
	Band 4	Sr. Professional	Construction	Code Compliance
	Band 4	Sr. Professional	Construction	Code Compliance
	Band 4	Sr. Professional	Construction	Downstate Design
	Band 4	Sr. Professional	Construction	Downstate Design
	Band 4	Sr. Professional	Construction	Downstate Design
	Band 4	Sr. Professional	Construction	Downstate Design
	Band 4	Sr. Professional	Construction	Downstate Design
	Band 4	Sr. Professional	Construction	Downstate Design
	Band 4	Sr. Professional	Construction	Upstate Design
	Band 4	Sr. Professional	Construction	Upstate Design
	Band 4	Sr. Professional	Construction	Upstate Design
	Band 4	Sr. Professional	Construction	Upstate Design
	Band 4	Sr. Professional	Construction	Upstate Design
	Band 4	Sr. Professional	Construction	Upstate Design
	Band 4	Sr. Professional	Construction	Upstate Design
Engineer - Headcount: 16				
Environmental Manager	Band 4	Sr. Professional	Executive	Environmental Affairs
	Band 4	Sr. Professional	Executive	Environmental Affairs
Environmental Manager - Headcount: 2				
Environmental Specialist	Band 3	Professional	Construction	Code Compliance
	Band 3	Professional	Construction	Code Compliance
	Band 3	Professional	Construction	Code Compliance
Environmental Specialist - Headcount: 3				
Fac Management Spec	Band 2	Para & Entry-Level Professional	Construction	Downstate Design
	Band 2	Para & Entry-Level Professional	Construction	Project Controls
Fac Management Spec - Headcount: 2				
Field Representative (O/T)	Band 3	Professional	Construction	Downstate Construction
Field Representative	Band 3	Professional	Construction	Upstate Construction
	Band 3	Professional	Construction	Upstate Construction
	Band 3	Professional	Construction	Upstate Construction
Field Representative - Headcount: 4				
Field Representative I	Band 2	Para & Entry-Level Professional	Construction	Upstate Construction
	Band 2	Para & Entry-Level Professional	Construction	Upstate Construction
	Band 2	Para & Entry-Level Professional	Construction	Upstate Construction
Field Representative I - Headcount: 3				
Field Representative II	Band 3	Professional	Construction	Downstate Construction
	Band 3	Professional	Construction	Downstate Construction
	Band 3	Professional	Construction	Downstate Construction
	Band 3	Professional	Construction	Downstate Construction

Schedule B - CSEA Titles as of 5/22/2015

Job Title	Salary Grade	Classification	Division	Subunit
	Band 3	Professional	Construction	Downstate Construction
	Band 3	Professional	Construction	Downstate Construction
	Band 3	Professional	Construction	JOC's
	Band 3	Professional	Construction	Upstate Construction
	Band 3	Professional	Construction	Upstate Construction
	Band 3	Professional	Construction	Upstate Construction
	Band 3	Professional	Construction	Upstate Construction
	Band 3	Professional	Construction	Upstate Construction
	Band 3	Professional	Construction	Upstate Construction
	Band 3	Professional	Construction	Upstate Construction
	Band 3	Professional	Construction	Upstate Construction
	Band 3	Professional	Construction	Upstate Construction
	Band 3	Professional	Construction	Upstate Construction
	Band 3	Professional	Construction	Upstate Construction
	Band 3	Professional	Construction	Upstate Construction
	Band 3	Professional	Construction	Upstate Construction
	Band 3	Professional	Construction	Upstate Construction
	Band 3	Professional	Construction	Upstate Construction
	Band 3	Professional	Construction	Upstate Construction
	Band 3	Professional	Construction	Upstate Construction
	Band 3	Professional	Construction	Upstate Construction
Field Representative II - Headcount: 25				
Field Representative III	Band 4	Sr. Professional	Construction	Code Compliance
	Band 4	Sr. Professional	Construction	Downstate Construction
	Band 4	Sr. Professional	Construction	Downstate Construction
	Band 4	Sr. Professional	Construction	Downstate Construction
	Band 4	Sr. Professional	Construction	Downstate Construction
	Band 4	Sr. Professional	Construction	Downstate Construction
	Band 4	Sr. Professional	Construction	Downstate Construction
	Band 4	Sr. Professional	Construction	Downstate Construction
	Band 4	Sr. Professional	Construction	Downstate Construction
	Band 4	Sr. Professional	Construction	Downstate Construction
	Band 4	Sr. Professional	Construction	Downstate Construction
	Band 4	Sr. Professional	Construction	Downstate Construction
	Band 4	Sr. Professional	Construction	Downstate Construction
	Band 4	Sr. Professional	Construction	Downstate Construction
	Band 4	Sr. Professional	Construction	Downstate Construction
	Band 4	Sr. Professional	Construction	Downstate Construction
	Band 4	Sr. Professional	Construction	Downstate Construction
	Band 4	Sr. Professional	Construction	Downstate Construction
	Band 4	Sr. Professional	Construction	Downstate Construction
	Band 4	Sr. Professional	Construction	Downstate Construction
	Band 4	Sr. Professional	Construction	Downstate Construction
	Band 4	Sr. Professional	Construction	Downstate Construction
	Band 4	Sr. Professional	Construction	Downstate Construction
	Band 4	Sr. Professional	Construction	Downstate Construction
	Band 4	Sr. Professional	Construction	Downstate Construction
	Band 4	Sr. Professional	Construction	Downstate Construction
	Band 4	Sr. Professional	Construction	Downstate Construction
	Band 4	Sr. Professional	Construction	Downstate Construction

Schedule B - CSEA Titles as of 5/22/2015

Job Title	Salary Grade	Classification	Division	Subunit
	Band 4	Sr. Professional	Construction	Downstate Construction
	Band 4	Sr. Professional	Construction	Downstate Construction
	Band 4	Sr. Professional	Construction	JOC's
	Band 4	Sr. Professional	Construction	Upstate Construction
	Band 4	Sr. Professional	Construction	Upstate Construction
	Band 4	Sr. Professional	Construction	Upstate Construction
	Band 4	Sr. Professional	Construction	Upstate Construction
	Band 4	Sr. Professional	Construction	Upstate Construction
	Band 4	Sr. Professional	Construction	Upstate Construction
Field Representative III - Headcount: 34				
File Clerk	Band 1	Clerical	Executive	Bldg Services-Albany
	Band 1	Clerical	Executive	Bldg Services-Albany
File Clerk - Headcount: 2				
Finance Clerk	Band 1	Clerical	Finance & Info. Services	Investments
	Band 1	Clerical	Executive	Payroll
Finance Clerk - Headcount: 2				
Financial Analyst	Band 3	Professional	Public Fin & Port Monitor	Public Finance
Financial Analyst - Headcount: 1				
Financial Services Asst	Band 2	Para & Entry-Level Professional	Finance & Info. Services	Financial Mgt - Debt
	Band 2	Para & Entry-Level Professional	Finance & Info. Services	Financial Mgt-Accounting
	Band 2	Para & Entry-Level Professional	Finance & Info. Services	Financial Mgt-Accounting
	Band 2	Para & Entry-Level Professional	Finance & Info. Services	Financial Mgt-Accounting
	Band 2	Para & Entry-Level Professional	Executive	Payroll
Financial Services Asst - Headcount: 5				
Grant Administrator	Band 3	Professional	Executive	Grant Administration
	Band 3	Professional	Executive	Grant Administration
	Band 3	Professional	Executive	Grant Administration
Grant Administrator - Headcount: 3				
Grant Program Asst	Band 2	Para & Entry-Level Professional	Executive	Grant Administration
	Band 2	Para & Entry-Level Professional	Executive	Grant Administration
Grant Program Asst - Headcount: 2				
Legal Assistant	Band 2	Para & Entry-Level Professional	Counsel	Counsel-Construction Unit
	Band 2	Para & Entry-Level Professional	Counsel	Counsel-Construction Unit
Legal Assistant - Headcount: 2				
Mail Clerk	Band 1	Clerical	Executive	Bldg Services-Albany
	Band 1	Clerical	Executive	NYCO Operations
Mail Clerk - Headcount: 2				
Manager, Help Desk	Band 4	Sr. Professional	Finance & Info. Services	Applications Support
Manager, Help Desk - Headcount: 1				
Messenger	Band 1	Clerical	Executive	Bldg Services-Albany
Messenger - Headcount: 1				
Mgr, Comm & Marketing	Band 3	Professional	Office of Exec Initiative	Communications
Mgr, Comm & Marketing - Headcount: 1				
Mgr, Customer Relations	Band 4	Sr. Professional	Office of Exec Initiative	Communications
Mgr, Customer Relations - Headcount: 1				
Mgr, Technical Support	Band 4	Sr. Professional	Finance & Info. Services	Technical Support
Mgr, Technical Support - Headcount: 1				

Schedule B - CSEA Titles as of 5/22/2015

Job Title	Salary Grade	Classification	Division	Subunit
Office Assistant	Band 1	Clerical	Counsel	Counsel-Finance Unit
	Band 1	Clerical	Construction	Downstate Administration
	Band 1	Clerical	Construction	Downstate Administration
	Band 1	Clerical	Construction	Downstate Construction
	Band 1	Clerical	Construction	Downstate Construction
	Band 1	Clerical	Finance & Info. Services	IS Administration
	Band 1	Clerical	Construction	Purchasing
	Band 1	Clerical	Construction	Purchasing
	Band 1	Clerical	Executive	Risk Management & Safety
	Band 1	Clerical	Construction	Upstate Construction
	Band 1	Clerical	Construction	Upstate Construction
	Band 1	Clerical	Construction	Upstate Construction
	Band 1	Clerical	Construction	Upstate Construction
	Band 1	Clerical	Construction	Upstate Construction
	Band 1	Clerical	Construction	Upstate Design
	Band 1	Clerical	Construction	Upstate Design
Office Assistant - Headcount: 16				
Programmer, FMS	Band 3	Professional	Finance & Info. Services	Applications Support
Programmer, FMS - Headcount: 1				
Project Accountant	Band 3	Professional	Construction	Downstate Administration
	Band 3	Professional	Construction	Downstate Administration
Project Accountant - Headcount: 2				
Project Estimating Mgr	Band 4	Sr. Professional	Construction	Project Controls
Project Estimating Mgr - Headcount: 1				
Project Manager	Band 4	Sr. Professional	Construction	Downstate Construction
	Band 4	Sr. Professional	Construction	Downstate Construction
	Band 4	Sr. Professional	Construction	Downstate Construction
	Band 4	Sr. Professional	Construction	Downstate Construction
	Band 4	Sr. Professional	Construction	Downstate Construction
	Band 4	Sr. Professional	Construction	Downstate Construction
	Band 4	Sr. Professional	Construction	Downstate Construction
	Band 4	Sr. Professional	Construction	Downstate Construction
	Band 4	Sr. Professional	Construction	Downstate Construction
	Band 4	Sr. Professional	Construction	Downstate Construction
	Band 4	Sr. Professional	Construction	Downstate Construction
	Band 4	Sr. Professional	Construction	Downstate Construction
	Band 4	Sr. Professional	Construction	Downstate Construction
	Band 4	Sr. Professional	Construction	Downstate Construction
	Band 4	Sr. Professional	Construction	Downstate Construction
	Band 4	Sr. Professional	Construction	Downstate Construction
	Band 4	Sr. Professional	Construction	Downstate Construction
	Band 4	Sr. Professional	Construction	Downstate Construction
	Band 4	Sr. Professional	Construction	Downstate Construction
	Band 4	Sr. Professional	Construction	Downstate Construction
	Band 4	Sr. Professional	Construction	Downstate Construction
	Band 4	Sr. Professional	Construction	Downstate Construction
	Band 4	Sr. Professional	Construction	Downstate Construction
	Band 4	Sr. Professional	Construction	Downstate Construction
	Band 4	Sr. Professional	Construction	Downstate Construction
	Band 4	Sr. Professional	Construction	Downstate Construction
	Band 4	Sr. Professional	Construction	Downstate Construction
	Band 4	Sr. Professional	Construction	Downstate Construction
	Band 4	Sr. Professional	Construction	Downstate Construction
	Band 4	Sr. Professional	Construction	Downstate Construction
	Band 4	Sr. Professional	Construction	Downstate Construction
	Band 4	Sr. Professional	Construction	Downstate Construction
	Band 4	Sr. Professional	Construction	Downstate Construction
	Band 4	Sr. Professional	Construction	Downstate Construction
	Band 4	Sr. Professional	Construction	Downstate Construction
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	Band 4	Sr. Professional	Construction	Downstate Construction
	Band 4	Sr. Professional	Construction	Downstate Construction
	Band 4	Sr. Professional	Construction	Downstate Construction
	Band 4	Sr. Professional	Construction	Downstate Construction
	Band 4	Sr. Professional	Construction	Downstate Construction
	Band 4	Sr. Professional	Construction	Downstate Construction
	Band 4	Sr. Professional	Construction	Downstate Construction
	Band 4	Sr. Professional	Construction	Downstate Construction
	Band 4	Sr. Professional	Construction	Downstate Construction
	Band 4	Sr. Professional	Construction	Downstate Construction

Schedule B - CSEA Titles as of 5/22/2015

Job Title	Salary Grade	Classification	Division	Subunit
	Band 4	Sr. Professional	Construction	Downstate Design
	Band 4	Sr. Professional	Construction	JOC's
	Band 4	Sr. Professional	Construction	JOC's
	Band 4	Sr. Professional	Construction	JOC's
	Band 4	Sr. Professional	Construction	JOC's
	Band 4	Sr. Professional	Construction	Upstate Construction
	Band 4	Sr. Professional	Construction	Upstate Construction
	Band 4	Sr. Professional	Construction	Upstate Construction
	Band 4	Sr. Professional	Construction	Upstate Construction
	Band 4	Sr. Professional	Construction	Upstate Construction
	Band 4	Sr. Professional	Construction	Upstate Construction
	Band 4	Sr. Professional	Construction	Upstate Construction
	Band 4	Sr. Professional	Construction	Upstate Construction
	Band 4	Sr. Professional	Construction	Upstate Construction
	Band 4	Sr. Professional	Construction	Upstate Construction
	Band 4	Sr. Professional	Construction	Upstate Construction
	Band 4	Sr. Professional	Construction	Upstate Construction
	Band 4	Sr. Professional	Construction	Upstate Design
Project Manager - Headcount: 41				
Project Scheduling Mgr	Band 4	Sr. Professional	Construction	Project Controls
Project Scheduling Mgr - Headcount: 1				
Records Management Spec	Band 2	Para & Entry-Level Professional	Executive	Bldg Services-Albany
Records Management Spec - Headcount: 1				
Regional Project Manager	Band 5	Manager or Equivalent	Construction	Downstate Construction
	Band 5	Manager or Equivalent	Construction	Upstate Construction
	Band 5	Manager or Equivalent	Construction	Upstate Construction
	Band 5	Manager or Equivalent	Construction	Upstate Design
Regional Project Manager - Headcount: 4				
Responsibility Review Ana	Band 3	Professional	Construction	Construction Contracts
Responsibility Review Ana - Headcount: 1				
RFP Coordinator	Band 2	Para & Entry-Level Professional	Construction	RFP Coordination
RFP Coordinator - Headcount: 1				
Risk Mgt & Safety Spec	Band 2	Para & Entry-Level Professional	Executive	Risk Management & Safety
Risk Mgt & Safety Spec - Headcount: 1				
Sr Accountant	Band 3	Professional	Finance & Info. Services	Accounts Payable
	Band 3	Professional	Finance & Info. Services	Accounts Payable
	Band 3	Professional	Finance & Info. Services	Accounts Payable
	Band 3	Professional	Executive	Budget
	Band 3	Professional	Executive	Budget
	Band 3	Professional	Finance & Info. Services	Financial Mgt - Debt
	Band 3	Professional	Finance & Info. Services	Financial Mgt - Debt
	Band 3	Professional	Finance & Info. Services	Financial Mgt - Debt
	Band 3	Professional	Finance & Info. Services	Financial Mgt-Accounting
	Band 3	Professional	Finance & Info. Services	Financial Mgt-Accounting
	Band 3	Professional	Finance & Info. Services	Investments
	Band 3	Professional	Executive	Payroll
Sr Accountant - Headcount: 12				

Schedule B - CSEA Titles as of 5/22/2015

Job Title	Salary Grade	Classification	Division	Subunit
Sr Analyst FMS	Band 4	Sr. Professional	Finance & Info. Services	Applications Support
Sr Analyst FMS - Headcount: 1				
Sr Architect	Band 5	Manager or Equivalent	Construction	Downstate Design
	Band 5	Manager or Equivalent	Construction	Upstate Design
Sr Architect - Headcount: 2				
Sr Asst Project Manager	Band 3	Professional	Construction	Downstate Construction
	Band 3	Professional	Construction	Downstate Construction
	Band 3	Professional	Construction	Downstate Construction
	Band 3	Professional	Construction	Upstate Construction
	Band 3	Professional	Construction	Upstate Construction
Sr Asst Project Manager - Headcount: 5				
Sr Building Technician	Band 2	Para & Entry-Level Professional	Executive	Building Services-Delmar
Sr Building Technician - Headcount: 1				
Sr Code Administrator	Band 4	Sr. Professional	Construction	Code Compliance
	Band 4	Sr. Professional	Construction	Code Compliance
Sr Code Administrator - Headcount: 2				
Sr Const Program Analyst	Band 4	Sr. Professional	Construction	Downstate Administration
Sr Const Program Analyst - Headcount: 1				
Sr Cost Control Analyst	Band 4	Sr. Professional	Construction	Project Controls
	Band 4	Sr. Professional	Construction	Project Controls
	Band 4	Sr. Professional	Construction	Project Controls
	Band 4	Sr. Professional	Construction	Project Controls
Sr Cost Control Analyst - Headcount: 4				
Sr Counsel	Band 4	Sr. Professional	Counsel	Counsel-Construction Unit
Sr Counsel - Headcount: 1				
Sr Engineer	Band 5	Manager or Equivalent	Construction	Code Compliance
	Band 5	Manager or Equivalent	Construction	Code Compliance
	Band 5	Manager or Equivalent	Construction	Downstate Design
	Band 5	Manager or Equivalent	Construction	Downstate Design
	Band 5	Manager or Equivalent	Construction	Downstate Design
Sr Engineer - Headcount: 5				
Sr Environmental Manager	Band 5	Manager or Equivalent	Executive	Environmental Affairs
	Band 5	Manager or Equivalent	Executive	Environmental Affairs
Sr Environmental Manager - Headcount: 2				
Sr Field Representative	Band 4	Sr. Professional	Construction	Downstate Construction
	Band 4	Sr. Professional	Construction	Downstate Construction
	Band 4	Sr. Professional	Construction	Downstate Construction
	Band 4	Sr. Professional	Construction	Downstate Construction
	Band 4	Sr. Professional	Construction	Downstate Construction
	Band 4	Sr. Professional	Construction	Upstate Construction
Sr Field Representative - Headcount: 6				
Sr Financial Analyst	Band 4	Sr. Professional	Finance & Info. Services	Financial Mgt - Debt
	Band 4	Sr. Professional	Finance & Info. Services	Financial Mgt - Debt
	Band 4	Sr. Professional	Finance & Info. Services	Financial Mgt - Debt
	Band 4	Sr. Professional	Public Fin & Port Monitor	Public Finance
	Band 4	Sr. Professional	Public Fin & Port Monitor	Public Finance
Sr Financial Analyst - Headcount: 5				

Schedule B - CSEA Titles as of 5/22/2015

Job Title	Salary Grade	Classification	Division	Subunit
Sr Interior Designer	Band 4	Sr. Professional	Construction	Interior Design
Sr Interior Designer - Headcount: 1				
Sr Manager, Code Admin	Band 5	Manager or Equivalent	Construction	Code Compliance
Sr Manager, Code Admin - Headcount: 1				
Sr Mgr Prof Svcs Contract	Band 5	Manager or Equivalent	Construction	PS Cont Negotiation & Adm
Sr Mgr Prof Svcs Contract - Headcount: 1				
Sr Opp Progs Analyst	Band 4	Sr. Professional	Office of Exec Initiative	Opportunity Progs Group
	Band 4	Sr. Professional	Office of Exec Initiative	Opportunity Progs Group
Sr Opp Progs Analyst - Headcount: 2				
Sr Program Analyst	Band 3	Professional	Finance & Info. Services	Applications Support
	Band 3	Professional	Finance & Info. Services	Internet/Intranet
	Band 3	Professional	Finance & Info. Services	Internet/Intranet
Sr Program Analyst - Headcount: 3				
Sr Project Manager	Band 5	Manager or Equivalent	Construction	C S Administration
	Band 5	Manager or Equivalent	Construction	Downstate Construction
	Band 5	Manager or Equivalent	Construction	Downstate Construction
	Band 5	Manager or Equivalent	Construction	Downstate Construction
	Band 5	Manager or Equivalent	Construction	Downstate Construction
	Band 5	Manager or Equivalent	Construction	Downstate Construction
	Band 5	Manager or Equivalent	Construction	Downstate Design
	Band 5	Manager or Equivalent	Construction	Upstate Construction
Sr Project Manager - Headcount: 8				
Sr Purchasing Coordinator	Band 4	Sr. Professional	Construction	Purchasing
	Band 4	Sr. Professional	Construction	Purchasing
Sr Purchasing Coordinator - Headcount: 2				
Sr Systems Specialist	Band 3	Professional	Finance & Info. Services	Field Support/Hardware
	Band 3	Professional	Finance & Info. Services	Field Support/Hardware
	Band 3	Professional	Finance & Info. Services	Technical Support
	Band 3	Professional	Finance & Info. Services	Technical Support
	Band 3	Professional	Finance & Info. Services	Technical Support
Sr Systems Specialist - Headcount: 5				
Systems Specialist	Band 2	Para & Entry-Level Professional	Finance & Info. Services	Field Support/Hardware
	Band 2	Para & Entry-Level Professional	Finance & Info. Services	Field Support/Hardware
	Band 2	Para & Entry-Level Professional	Finance & Info. Services	Help Desk
	Band 2	Para & Entry-Level Professional	Finance & Info. Services	Help Desk
	Band 2	Para & Entry-Level Professional	Finance & Info. Services	Infrastructure
Systems Specialist - Headcount: 5				
Training Coordinator	Band 2	Para & Entry-Level Professional	Office of Exec Initiative	Office of Exec Initiative
Training Coordinator - Headcount: 1				
Web Developer	Band 3	Professional	Finance & Info. Services	Internet/Intranet
	Band 3	Professional	Finance & Info. Services	Internet/Intranet
	Band 3	Professional	Finance & Info. Services	Internet/Intranet
Web Developer - Headcount: 3				
Total Headcount: 374				

Appendix "C"

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Appendix "D"

Salary and Step Program

Schedule D

Position Classification Categories and Salary Ranges

for UAW employees hired prior to the execution of CBA dated 10/26/2015

	Classification	Increment Amount	Longevity Amount	Hire Rate	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Longevity 10	Step 11	Step 12	Longevity 13	Step 14	Step 15	Job Rate
1	Clerical																		
	1-Apr-11	1,110	3,082	$ 31,112	32,222	33,331	34,441	35,550	36,660	37,769	38,879	39,988	43,070	43,070	43,070	46,152	46,152	46,152	49,234
	1-Apr-12	1,110	3,082	$ 31,112	32,222	33,331	34,441	35,550	36,660	37,769	38,879	39,988	43,070	43,070	43,070	46,152	46,152	46,152	49,234
	1-Apr-13	1,110	3,082	$ 31,112	32,222	33,331	34,441	35,550	36,660	37,769	38,879	39,988	43,070	43,070	43,070	46,152	46,152	46,152	49,234
	1-Apr-14	1,110	3,082	$ 31,112	32,222	33,331	34,441	35,550	36,660	37,769	38,879	39,988	43,070	43,070	43,070	46,152	46,152	46,152	49,234
	1-Oct-14	1,121	3,113	$ 31,424	32,544	33,665	34,785	35,906	37,027	38,147	39,268	40,388	43,501	43,501	43,501	46,614	46,614	46,614	49,727
	1-Apr-15	1,143	3,175	$ 32,052	33,195	34,338	35,481	36,624	37,767	38,910	40,053	41,196	44,371	44,371	44,371	47,546	47,546	47,546	50,721
2	Para & Entry Level Professional																		
	1-Apr-11	1,479	4,808	$ 44,673	46,152	47,632	49,111	50,590	52,070	53,549	55,028	56,508	61,316	61,316	61,316	66,124	66,124	66,124	70,931
	1-Apr-12	1,479	4,808	$ 44,673	46,152	47,632	49,111	50,590	52,070	53,549	55,028	56,508	61,316	61,316	61,316	66,124	66,124	66,124	70,931
	1-Apr-13	1,479	4,808	$ 44,673	46,152	47,632	49,111	50,590	52,070	53,549	55,028	56,508	61,316	61,316	61,316	66,124	66,124	66,124	70,931
	1-Apr-14	1,479	4,808	$ 44,673	46,152	47,632	49,111	50,590	52,070	53,549	55,028	56,508	61,316	61,316	61,316	66,124	66,124	66,124	70,931
	1-Oct-14	1,494	4,856	$ 45,120	46,614	48,108	49,602	51,096	52,590	54,085	55,579	57,073	61,929	61,929	61,929	66,785	66,785	66,785	71,641
	1-Apr-15	1,524	4,953	$ 46,022	47,546	49,070	50,594	52,118	53,642	55,166	56,690	58,214	63,167	63,167	63,167	68,120	68,120	68,120	73,074
3	Professional																		
	1-Apr-11	1,479	4,931	$ 65,014	66,493	67,973	69,452	70,931	72,411	73,890	75,369	76,849	81,780	81,780	81,780	86,711	86,711	86,711	91,642
	1-Apr-12	1,479	4,931	$ 65,014	66,493	67,973	69,452	70,931	72,411	73,890	75,369	76,849	81,780	81,780	81,780	86,711	86,711	86,711	91,642
	1-Apr-13	1,479	4,931	$ 65,014	66,493	67,973	69,452	70,931	72,411	73,890	75,369	76,849	81,780	81,780	81,780	86,711	86,711	86,711	91,642
	1-Apr-14	1,479	4,931	$ 65,014	66,493	67,973	69,452	70,931	72,411	73,890	75,369	76,849	81,780	81,780	81,780	86,711	86,711	86,711	91,642
	1-Oct-14	1,494	4,980	$ 65,664	67,158	68,652	70,147	71,641	73,135	74,629	76,123	77,617	82,598	82,598	82,598	87,578	87,578	87,578	92,559
	1-Apr-15	1,524	5,080	$ 66,977	68,502	70,026	71,550	73,074	74,598	76,122	77,646	79,170	84,250	84,250	84,250	89,330	89,330	89,330	94,410
4	Sr. Professional																		
	1-Apr-11	1,849	5,548	$ 79,807	81,657	83,506	85,355	87,204	89,053	90,903	92,752	94,601	100,148	100,148	100,148	105,696	105,696	105,696	111,244
	1-Apr-12	1,849	5,548	$ 79,807	81,657	83,506	85,355	87,204	89,053	90,903	92,752	94,601	100,148	100,148	100,148	105,696	105,696	105,696	111,244
	1-Apr-13	1,849	5,548	$ 79,807	81,657	83,506	85,355	87,204	89,053	90,903	92,752	94,601	100,148	100,148	100,148	105,696	105,696	105,696	111,244
	1-Apr-14	1,849	5,548	$ 79,807	81,657	83,506	85,355	87,204	89,053	90,903	92,752	94,601	100,148	100,148	100,148	105,696	105,696	105,696	111,244
	1-Oct-14	1,868	5,603	$ 80,606	82,473	84,341	86,209	88,076	89,944	91,812	93,679	95,547	101,150	101,150	101,150	106,753	106,753	106,753	112,356
	1-Apr-15	1,905	5,715	$ 82,218	84,123	86,028	87,933	89,838	91,743	93,648	95,553	97,458	103,173	103,173	103,173	108,888	108,888	108,888	114,603
5	Manager or Equivalent																		
	1-Apr-11	1,849	6,780	$ 97,067	98,916	100,765	102,614	104,463	106,312	108,162	110,011	111,860	118,640	118,640	118,640	125,421	125,421	125,421	132,201
	1-Apr-12	1,849	6,780	$ 97,067	98,916	100,765	102,614	104,463	106,312	108,162	110,011	111,860	118,640	118,640	118,640	125,421	125,421	125,421	132,201
	1-Apr-13	1,849	6,780	$ 97,067	98,916	100,765	102,614	104,463	106,312	108,162	110,011	111,860	118,640	118,640	118,640	125,421	125,421	125,421	132,201
	1-Apr-14	1,849	6,780	$ 97,067	98,916	100,765	102,614	104,463	106,312	108,162	110,011	111,860	118,640	118,640	118,640	125,421	125,421	125,421	132,201
	1-Oct-14	1,868	6,848	$ 98,037	99,905	101,773	103,640	105,508	107,376	109,243	111,111	112,979	119,827	119,827	119,827	126,675	126,675	126,675	133,523
	1-Apr-15	1,905	6,985	$ 99,998	101,903	103,808	105,713	107,618	109,523	111,428	113,333	115,238	122,223	122,223	122,223	129,208	129,208	129,208	136,193

Schedule D-1

Position Classification Categories and Salary Ranges

for UAW positions filled after execution of CBA dated 10/26/2015

		Increment Amount	Hire Rate	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Job Rate
	Classification													
1	Clerical													
	1-Apr-15	1,109	$ 31,734	32,843	33,952	35,061	36,170	37,278	38,387	39,496	40,605	41,714	42,823	43,931
2	Para & Entry Level Professional I													
	1-Apr-15	1,204	$ 39,866	41,070	42,274	43,478	44,682	45,886	47,091	48,295	49,499	50,703	51,907	53,111
3	Para & Entry Level Professional II													
	1-Apr-15	1,259	$ 48,696	49,955	51,213	52,472	53,731	54,990	56,248	57,507	58,766	60,025	61,284	62,542
4	Professional I													
	1-Apr-15	1,448	$ 57,927	59,375	60,824	62,272	63,720	65,169	66,617	68,066	69,514	70,962	72,411	73,859
5	Professional II													
	1-Apr-15	1,352	$ 68,548	69,900	71,251	72,603	73,954	75,306	76,658	78,009	79,361	80,712	82,064	83,416
6	Sr. Professional													
	1-Apr-15	1,886	$ 81,403	83,289	85,175	87,062	88,948	90,834	92,720	94,606	96,492	98,379	100,265	102,151
7	Manager or Equivalent													
	1-Apr-15	2,000	$ 99,008	101,009	103,009	105,010	107,010	109,010	111,011	113,011	115,012	117,012	119,012	121,013

Appendix "E"

Workers Compensation Supplement Program

Appendix E

Workers' Compensation Supplemental Benefits
Rules and Regulations

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Appendix "F"

Arbitrator Panel

Appendix "F"

Arbitrator Panel