

**AGREEMENT**

Agreement, dated the 20th day of December 2006 , and effective as of May 1, 2003, between the New York State Affordable Housing Corporation ( hereinafter referred to as the "Corporation"), a public benefit corporation created under and pursuant to the provisions of the Private Financing Housing Act having its principal office at 641 Lexington Avenue, Borough of Manhattan, City, County and State of New York and the New York State Housing Finance Agency Employees' Association - UAW Local 2110 (hereinafter referred to as the "Union"), an employee organization formed in conformity with Article Fourteen of the New York State Civil Service Law (hereinafter referred to as the "Taylor Law") having its office at 641 Lexington Avenue, Borough of Manhattan, City, County and State of New York.

**WITNESSETH:**

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

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

WHEREAS, in or about October, 1990, the Corporation duly adopted a resolution recognizing the Union as the sole and exclusive bargaining agent for all the employees of the Corporation for the purpose of negotiating collectively with the Corporation under the provisions of the Taylor Law; and

WHEREAS, the Corporation and the Union duly entered into negotiations for the period commencing May 1, 2003; and

WHEREAS, the Corporation and the Union have concluded their collective bargaining negotiations as embodied in a Memorandum of Understanding dated April 1, 2005 ("Memorandum") and have reached a mutually acceptable settlement of all demands concerning terms and conditions of employment submitted by the Union and the Corporation and now desire to record and formalize the settlement by this Agreement;

Now, therefore, the parties agree:

### **ARTICLE 1 - CAPTIONS**

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

		Page
Article 1	Captions	2
Article 2	Recognition of Bargaining Unit	5
Article 3	Eligibility for Coverage	5
Article 4	Dues Check-Off	5
Article 5	Term of Agreement	7
Article 6	Existing Rights and Benefits	7
Article 7	Negotiation Commencement	8
Article 8	Contract Negotiations	8
Article 9	Coverage of Agreement	8
Article 10	Alteration of Agreement	8
Article 11	Management Rights	9
Article 12	No Discrimination	10
Article 13	Salary & Pay Plan	10
Article 14	Overtime	16

Article 15	Attendance Rules	17
Article 16	Hours of Work	18
Article 17	Time Sheet	18
Article 18	Vacation Leave	19
Article 19	Personal Leave	20
Article 20	Sick Leave	21
Article 21	Holidays	22
Article 22	Breaktime	22
Article 23	Excused Leave	24
Article 24	Transportation Emergency	24
Article 25	Leave of Absence	24
Article 26	Worker's Compensation Leave with Pay	24
Article 27	Leave for Professional Meetings	27
Article 28	Absence - Extraordinary Circumstances	27
Article 29	Job Abandonment	27
Article 30	Health Insurance	28
Article 31	Dental Plan	29
Article 32	Optical/Hearing/Podiatric Plan	30
Article 33	Disability Insurance	31
Article 34	Sick Leave at Half Pay	31
Article 35	Accidental Death	33
Article 36	Death and Retirement Benefits	33
Article 37	Tuition	34
Article 38	Promotional Opportunities and Protection of Employees	35
Article 39	Overtime Meal Allowance	37

Article 40	Travel and Transportation Expenses	37
Article 41	Examinations and Interviews	38
Article 42	Standard Office Procedures	38
Article 43	Payroll	39
Article 44	Statement of Deductions	39
Article 45	Transfer of Employees	39
Article 46	Resignation and Discipline	39
Article 47	Grievance Procedures	47
Article 48	Union Meetings	52
Article 49	Counsel to the Union	52
Article 50	Notification	52
Article 51	Labor-Management Committee	52
Article 52	Bulletin Boards	53
Article 53	Suggestion Box	53
Article 54	Pre-Tax Spending Account Commutation	53
Article 55	Jury Duty	54
Article 56	Personal Checking or Savings Account	55
Article 57	State Employees; State	55
Article 58	Vacation Leave Buy-Back	55
Article 59	Family and Medical Leave (without pay)	56
Article 60	Bereavement Leave	57
Article 61	Sick Leave Use Program	57
Article 62	Separability	61
Article 63	Approval of the Legislature	61

## **ARTICLE 2 - RECOGNITION OF BARGAINING UNIT**

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

## **ARTICLE 3 - ELIGIBILITY FOR COVERAGE**

For the purpose of determining a Corporation employee's entitlement to benefits provided for in this Agreement applicable to "permanent employees", an employee having a "permanent title", an employee having "permanent appointment", or alike, the word "permanent" as used in this Agreement, shall be construed in the same manner as that term is construed in the HFA Agreement. Notwithstanding anything to the contrary contained in the preceding sentence, Corporation employees who immediately prior to employment with the Corporation were (i) employees in good standing of the HFA, and (ii) were entitled to benefits applicable to "permanent employees", an employee having a "permanent title", an employee having "permanent employment", an employee having a "permanent appointment" or alike pursuant to the HFA Agreement shall continue to receive such benefits while an employee of the Corporation.

## **ARTICLE 4 - DUES CHECK-OFF**

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

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

The deductions shall be made bi-weekly from the employee's paycheck and shall be remitted to the Union along with a list of the names (and amounts) for whom

deductions have been made. If the employee has no earnings due for that pay period, the Union shall be responsible for collecting said dues. The Union agrees to refund to the Corporation any amount paid to the Union in error on account of this dues deduction provision. The Union may change the fixed percentage amount which shall be considered the regular monthly union dues once each year during the life of this Agreement. The Union will give the Corporation thirty (30) days notice of any such change in the fixed percentage amount of uniform union dues to be deducted.

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

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

### **ARTICLE 5 - TERM OF AGREEMENT**

A. The Corporation and the Union agree that, except as otherwise provided in this Agreement, all benefits accruing under this Agreement shall be effective as of May 1, 2003. Each benefit of this Agreement shall be for a period commencing on the effective date of such benefit, as provided in this Agreement, and ending on April 30, 2007. In the event a new Agreement has not been signed by April 30, 2007, the terms of this Agreement shall remain in effect until a new Agreement has been signed.

B. Unless specifically stated to the contrary in the Memorandum, the Union and the Corporation agree that all Amendments incorporated into the Agreement by the Memorandum shall have an effective date of April 1, 2005 and shall apply prospectively only from that date.

### **ARTICLE 6 - EXISTING RIGHTS AND BENEFITS**

The Corporation agrees to maintain all existing employee benefits and conditions of employment unless modified by the terms of this Agreement, including all existing benefits and conditions of employment which were enjoyed by employees with the New York State Housing Finance Agency prior to their employment by the Corporation.

The Corporation and the Association disagree about whether employees of the Corporation are covered by the New York State Civil Service Law and the Rules and Regulations of the New York State Civil Service Commission. The Corporation takes the position that its employees are not covered by either the Civil Service Law or the Rules and Regulations of the Civil Service Commission, and the Association has taken the position that all of its employees are so covered. Nothing in this Agreement shall be construed to prejudice the existing rights of the parties on this subject, and nothing in this Agreement shall require the Corporation to comply with the Civil Service Law or the Rules and Regulations of the Civil Service Commission. Furthermore, nothing in this Agreement shall foreclose the parties from seeking their available legal remedies.

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

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

#### **ARTICLE 7 - NEGOTIATION COMMENCEMENT**

The Corporation and the Union agree that negotiations for the period commencing May 1, 2007 shall begin February 1, 2007.

#### **ARTICLE 8 - CONTRACT NEGOTIATIONS**

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

#### **ARTICLE 9 - COVERAGE OF AGREEMENT**

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

#### **ARTICLE 10 - ALTERATION OF AGREEMENT**

No agreement, alteration, waiver or modification of any of the terms and conditions contained in this Agreement shall be made by any employee or group of employees with the Corporation and in no case shall it be binding upon the Corporation or the Union unless made and executed in writing.

It is agreed and understood that this Agreement constitutes the complete understanding by the parties.



## ARTICLE 11 - MANAGEMENT RIGHTS

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

It is agreed that the listing of titles (or successors thereto) attached hereto as "Exhibit A" and specifically incorporated by reference herein shall be deemed and designated managerial or confidential, as specified in "Exhibit A", under all provisions of the Taylor Law. Notwithstanding the foregoing, incumbents in positions designated in "Exhibit A" as "Marked For Incumbents Only" as of June 1, 1993 shall have the right to retain Union membership, and shall not be deemed either managerial or confidential but no successor incumbents in such positions shall be entitled to Union membership or representation by the Union in any way, and shall be deemed managerial or confidential, as the case may be.

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

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

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

#### **ARTICLE 12 - NO DISCRIMINATION**

The Union agrees to represent all eligible employees and to admit to membership all eligible employees without regard to race, creed, religion, color, national origin, age, sex or handicap. The Corporation agrees to continue its policy against all forms of illegal discrimination.

#### **ARTICLE 13 – SALARY AND PAY PLAN**

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

(1) Off-base non-recurring payment of \$800 payable within thirty (30) days following approval and ratification of this Memorandum to current employees who are in the bargaining unit on April 1, 2005 and otherwise meet the requirements of this Agreement;

(2) Greater of 2.50% or \$1,000 general wage increase in annual base salary effective May 1, 2004 retroactive for base wage only to May 1, 2004 payable within thirty (30) days following approval and ratification of the Memorandum to current employees (employed as of April 1, 2005) who were in the bargaining unit on April 1, 2005 and otherwise meet the requirements of this Agreement. (The retroactive increase in this 12.A.(2) does not apply to anything other than base salary, except overtime worked for the period May 1, 2004 to April 30, 2005);

(3) Greater of 2.75% or \$1,000 general wage increase in annual base salary effective May 1, 2005 payable commencing on May 1, 2005 to Corporation employees who are in the bargaining unit on May 1, 2005 and otherwise meet the requirements of this Agreement;

(4) Greater of 3.00% or \$1,000 general wage increase in annual base salary effective May 1, 2006 payable commencing on May 1, 2006 to Corporation employees who are in the bargaining unit on May 1, 2006 and otherwise meet the requirements of this Agreement;

(5) \$800 general wage increase in annual base salary effective April 30, 2007 payable commencing on April 30, 2007 to Corporation employees who are in the bargaining unit on April 30, 2007 and otherwise meet the requirements of this Agreement;

(6) In order to be eligible for the general wage increases in annual base salary and/or off-base non-recurring payment set forth in paragraph A, an employee must have been employed by the Corporation on the effective date of the respective increase;

(7) In order to be eligible for the general wage increases in annual base salary and/or off-base non-recurring payment set forth in paragraph A, an employee must have been employed by the Corporation at least four (4) months prior to the effective date of the increase.

B. The following definitions shall apply to this Article:

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

(2) The term "classification band" (sometimes referred to as "Band" or "Bands"), as used in the Pay Plan (defined below) and in this Agreement shall mean the grouping of HFA/AHC titles or positions in the Pay Plan pursuant to a January, 1995 Classification Study, as amended (the "Classification Study"), to which there has been assigned a minimum and maximum annual base salary negotiated by the Corporation and the Union.

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

(4) The term "general wage increase" shall refer to the across the board wage increases set forth in paragraph A.(2), A.(3), A.(4) and A.(5) above.

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

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

C. Except as otherwise provided in this Article, the HFA/AHC Pay Plan ("Pay Plan"), a copy of which is attached hereto as Exhibit B and specifically incorporated by reference herein shall be effective May 1, 2005. Except as specifically provided to the

contrary in the side letter(s) executed herewith (the "side letter(s)" "Exhibit C") all employees in the bargaining unit shall be paid in accordance with the Pay Plan. The parties agree that the annual base salaries of employees set forth in the Pay Plan, as modified by the wage increases set forth in paragraph A hereof, shall be subject to correction of calculation errors made in implementing this Agreement.

(1) Pursuant to the Classification Study, the title or position of each eligible employee has been assigned by the Corporation to a classification band, which classification bands have been incorporated into the Pay Plan. Each classification band in the Pay Plan has a minimum and maximum salary.

(a) Effective May 1, 1999, no employee shall be paid an annual base salary lower than the minimum annual base salary set forth in the Pay Plan for the classification band to which the employee's title or position has been assigned, except as specifically agreed to the contrary in the side-letter(s) executed with this Agreement and attached as "Exhibit C."

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

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

(2) The Corporation shall have the right to unilaterally establish and modify the classification bands set forth in the Pay Plan, including the right to increase or decrease the total number of classification bands or make other modifications thereto, provided that no employee's annual salary shall be reduced by such change. In

addition, the Corporation agrees to negotiate with the Union over the minimum and maximum salary of any new or modified classification band.

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

(4) Neither the aforesaid reservation of rights nor anything to the contrary contained in this Article 13 or the Pay Plan shall be construed as a limitation on rights reserved to the Corporation in the Management Rights Clause set forth in Article 11 of the Agreement, including without limitation to the foregoing, the right to unilaterally establish the annual base salary for new employees hired by the Corporation and for new titles or positions created by the Corporation; establish a new annual base salary for a promoted employee within the employee's current classification band; establish a new annual base salary for a promoted employee and to reassign the employee to a higher classification band; establish a new annual base salary for an employee in connection with the transfer of such employee to another position or title or the assumption by the employee of new and/or additional duties and to reassign the employee to a higher classification band; and increase the annual base salary of an employee by the granting, in accordance with the limitations of this Article, of a merit increase.

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

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

D. Except as expressly provided in paragraph E below, no employee shall receive a general wage increase, or portion thereof, that has the effect of increasing the eligible employee's annual base salary above the maximum annual base salary for the classification band to which the eligible employee's title or position has been assigned. In lieu of any such general wage increase, or portion thereof, and in substitution thereof, the affected employee shall be paid a single one-time non-recurring Off Base Cash Payment equal to one (1) year's cash equivalent of said general wage increase based on the affected eligible employee's annual base salary as of the date of the general wage increase, or the portion of said general wage increase that causes the affected employee's annual base salary to exceed the maximum of the applicable classification band. Said Off Base Cash Payment shall be pro-rated over a one (1) year period commencing with the effective date of the general wage increase and paid in four (4) equal quarterly installments. An otherwise eligible employee must be a regular salaried employee of the Corporation on the date a quarterly payment is due in order to be eligible for such payment, provided, however, any employee whose employment terminates during said one (1) year period shall receive a pro-rata share of the quarterly payment due for the quarter during which the payment would have been payable based on the date of termination. By way of example, and not limitation, if eligible Employee "A" has an annual base salary of \$20,000, the maximum annual base salary of eligible Employee "A" 's classification band is \$18,000 (i.e. eligible Employee "A" is above the maximum), and the contract provides for a general wage increase of 5% on April 1, 2000, Eligible Employee "A" should receive a single, one-time non-recurring Off Base Cash Payment of \$1,000 which the Corporation will pay in four (4) quarterly installments of \$250 each to Employee "A" commencing on April 1, 2000 and terminating March 31, 2001, provided eligible Employee "A" is employed by the Corporation on the date the quarterly payment is due. In the event Employee "A" resigns on February 1, 2001, the final \$250 payment due for the period January through March would be pro-rated.

E. Notwithstanding anything to the contrary contained herein, an employee's annual base salary may exceed the maximum annual base salary of the classification band to which the employee's title or position has been assigned by the cumulative amount of any merit increases awarded to the eligible employee by the Corporation to a cumulative maximum of 12% above the maximum annual base salary for the applicable classification band. The amount of any general wage increase, or portion thereof, exceeding the maximum annual base salary of an applicable classification band, as modified by merit increases in accordance with the terms of this paragraph, shall be paid as an Off Base Cash Payment in accordance with paragraph D above.

#### **ARTICLE 14 - OVERTIME**

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

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

For the purpose of this Article 14, compensatory time shall be defined as compensatory time earned by an employee in lieu of paid overtime and which shall be



accrued computed on the basis which is applicable to State Employees at a rate not exceeding one and one-half times (1-1/2X) the overtime hours worked.

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

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

#### **ARTICLE 15 – ATTENDANCE RULES**

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

### **ARTICLE 16 - HOURS OF WORK**

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

For the summer months June 15th through September 15th, employees may, subject to the approval of the appropriate Corporation executive, leave at 4:00 p.m. on alternate Fridays. In consideration thereof, any employee taking such time off shall work equivalent overtime, at the request of the appropriate Corporation executive in accordance with workload demands including during said summer months, without pay.

### **ARTICLE 17 - TIME SHEET**

All employees Band 5 and under shall be required to sign a biweekly Attendance Record. All employees Band 6 and over shall not be required to sign such record but shall instead complete a Certificate of Time Worked. Notwithstanding anything to the contrary contained in this Article 17, commencing May 24, 2001, employees shall be required to complete (in the manner specified on the timesheet) and sign, for each pay period, the Corporation's revised bi-weekly timesheet attached hereto as "Exhibit D" and specifically incorporated by reference herein.

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

implement such timesheet provided the information and certification required of the employee is substantially equivalent to the interim electronic timesheet.

### **ARTICLE 18 - VACATION LEAVE**

The rules governing the accrual of vacation leave contained in the State Civil Service Law and the Rules and Regulations of the Civil Service Commission shall be adopted herein. In the event any employee, due to work requirements and as requested in writing by an executive of the Corporation shall lose any vacation leave, such employee shall be compensated in cash for the lost time on the basis of one day's pay for each day lost in accordance with the computation method used by the State. Vacation leave may be used in minimum periods of one-quarter (1/4) hour and with the prior approval of the employee's supervisor.

Written vacation requests shall be answered within a reasonable time. If denied, the employee shall receive a written statement enumerating reasons for denial. Vacation requests of two calendar weeks or more must be submitted at least thirty (30) days prior to the start date of the leave and shall not be unreasonably denied.

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

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

\*Continuous State and/or Corporation service means uninterrupted State, New York State Housing Finance Agency and/or Corporation service, in pay status, as an employee. A leave of absence without pay, or a resignation followed by reinstatement or

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

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

Vacation credits may be accumulated up to forty (40) days, provided, however, that in the event of death, retirement, or separation from service, an employee compensated in cash for accrued and unused accumulation may only be so compensated for a maximum of thirty (30) days. Notwithstanding anything to the contrary contained in the preceding sentence, commencing May 1, 2001, employees may exceed the forty (40) day maximum during the calendar year, however any accumulated leave days exceeding the forty (40) day maximum on December 31 of the same calendar year shall be lost.

#### **ARTICLE 19 - PERSONAL LEAVE**

There shall be five (5) days of personal leave granted to each employee to be used for any purpose including adding to vacation leave which may be used in minimum periods of one-quarter (1/4) hour. Unused personal leave will be added to vacation accruals on the employee's anniversary date but not in excess of the maximum set forth in Article 18 of this Agreement.

The Corporation shall not require an employee to give a reason as a condition for approving the use of personal leave credits provided, however, that prior approval for the requested leave must be obtained, that the resulting absence will not interfere with the proper conduct of Corporation functions, and that an employee who has exhausted his/her personal leave credits shall charge approved absences from work necessitated by personal business or religious observance to accumulated vacation or overtime credits.

#### **ARTICLE 20 - SICK LEAVE**

The rules governing the accrual of sick leave contained in the State Civil Service Law and the Rules and Regulations of the Civil Service Commission shall be adopted herein.

Employees who are entitled to earn and accumulate sick leave credits may accumulate such credits up to a total of 200 days.

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

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

## **ARTICLE 21 - HOLIDAYS**

The Corporation will observe the following holidays:

1. New Year's Day
2. Martin Luther King's Birthday
3. Lincoln's Birthday
4. President's Day (Formerly Washington's Birthday)
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Election Day
10. Veterans' Day
11. Thanksgiving Day
12. Day after Thanksgiving
13. Christmas Day

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

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

## **ARTICLE 22 - BREAKTIME**

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

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

Break-time for Smoking. Employees desiring to take smoke breaks (all smoke breaks must be taken outside the Corporation's premises and otherwise in accordance with applicable law) shall be limited to two such breaks per day (in addition to 1 hour lunch break), one in the morning and one in the afternoon, that shall not exceed 15 minutes per break in duration. Employees desiring to take such breaks shall arrange in advance a mutually agreeable time(s) for such breaks with the employee's department or unit head. Notwithstanding anything to the contrary contained in this Agreement, any break-time taken pursuant to this paragraph shall be made-up by the employee without additional compensation at the beginning or the end of what would be the employee's normal work day. By way of example, and not of limitation, an employee who takes two 15 minute breaks pursuant to this paragraph during the normal workday whose schedule is 9:00 A.M. – 5:00 P.M. would be required to work either 8:30 A.M. – 5:00 P.M. or, alternatively, 9:00 A.M. to 5:30 P.M. on such day without additional compensation.

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

willful failure of an employee to comply with the requirements of this paragraph, as determined by the Corporation, shall result in the loss of entitlement to the breaks provided for in this paragraph and possible disciplinary action.

#### **ARTICLE 23 - EXCUSED LEAVE**

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

#### **ARTICLE 24 - TRANSPORTATION EMERGENCY**

In the event a power failure, inclement weather, transit strike, etc., prevents an employee from traveling from the office to home, the Corporation will provide overnight lodging and subsistence in New York City at the current travel reimbursement rates, provided that the presence of the employee in the office for the subsequent working day is essential and is requested by the appropriate Corporation executive.

#### **ARTICLE 25 - LEAVE OF ABSENCE**

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

#### **ARTICLE 26 - WORKER'S COMPENSATION LEAVE WITH PAY**

26.1. An employee necessarily absent from duty because of occupational injury or disease as defined in the Worker's Compensation Law who is allowed leave from his or her position for the period of absence necessitated by such injury or disease shall, subject to the proviso set forth in section 26.2 below, be (A) first granted compensation



leave with full pay without charge to leave credits not exceeding cumulatively six (6) months, and (B) upon exhausting leave with full pay benefits under (A) above, be allowed to draw accrued leave credits, and (C) upon exhausting leave with full pay benefits under (A) and (B) above, be allowed sick leave at half pay for which he or she may be eligible during such leave unless (1) there is good and sufficient reason to believe that the disability resulting from such injury or disease is not job related or is primarily due to some pre-existing medical condition; (2) there is good and sufficient reason to believe that the employee could report for work on a full-time or part-time basis; (3) the employee's services would have been terminated or would have ceased under law; or (4) the employee's claim for benefits is controverted by the State Insurance Fund.

26.2. An employee allowed leave with pay from his or her position pursuant to section 26.1 above shall receive pay during the first ten (10) working days of such leave for each separate injury or disease subject to the following proviso:

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

B. During a period of leave under paragraph (A) above, the Corporation shall advance up to ten (10) days of sick leave credits to an employee eligible to accrue leave credits but who has exhausted leave accruals, unless such employee requests otherwise in writing, and such advanced sick leave credits shall be repaid as soon as practicable from subsequent accumulations of leave credits in a manner to be determined by the Corporation provided, however, that the cumulative total of leave

credits so advanced shall not exceed the number of hours normally and regularly worked by the employee in a biweekly pay period.

26.3. An employee allowed leave with pay under this Article may elect to draw accrued leave credits for part or all of the absence from duty before being granted leave with pay under sections 26.1 and 26.2 above.

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

26.5. An employee who draws leave credits as provided in sections 26.1 and 26.2 shall be entitled to restoration of such credits, excluding leave credits charged pursuant to paragraph A of section 26.2 or advanced pursuant to paragraph B of section 26.2, but including those used for absences of less than a full day, as are used during a period of absence for which an award of compensation has been made and credited to the Corporation as reimbursement for wages paid. An employee who is necessarily absent from duty as described hereinabove may be granted compensation leave with pay without charge against leave credits for absences of less than a full day where such employee returns to work on a part-time basis, subject to the proviso set forth in section 26.2.

26.6. An employee who is allowed leave with full pay as provided in sections 26.1 and 26.2 shall be allowed such leave with pay when absent from duty for the purpose of attending a hearing scheduled by the Worker's Compensation Board or a Board ordered medical examination, subject to the proviso set forth in section 26.2.

### **ARTICLE 27 - LEAVE FOR PROFESSIONAL MEETINGS**

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

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

### **ARTICLE 28 - ABSENCE - EXTRAORDINARY CIRCUMSTANCES**

An employee who has reported for duty and, because of extraordinary circumstances beyond his or her control other than those related to weather conditions, is directed to leave work shall not be required to charge such directed absence during such day against leave credits.

### **ARTICLE 29 - JOB ABANDONMENT**

Any employee absent from work without authorization for a period of ten (10) working days following notice from the Corporation in the manner hereinafter set forth shall be deemed to have resigned from his or her position if he or she has not provided a

satisfactory explanation to his/her supervisor for such absence on or before the end of said ten day-period.

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

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

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

### **ARTICLE 30 - HEALTH INSURANCE**

The Corporation agrees to provide to each full-time employee who has been employed by the Corporation for at least one month one of the available health insurance plans provided to State Employees and to pay all costs of premiums for employees and their eligible dependents who elect to participate.

In the event that the State of New York, during the term of this Agreement, should provide health insurance coverage to State Employees covered by a collective bargaining agreement, without cost to such employees, which coverage exceeds that provided by the Corporation, the Corporation will provide coverage similar to that provided by the State.

Notwithstanding anything to the contrary contained in the HFA E employee Handbook, a new full-time employee shall be eligible for the health and dental insurance coverage provided for in this Article 30 and Article 31 thirty (30) days following the commencement of employment.

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

#### **ARTICLE 31 - DENTAL PLAN**

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

The Corporation may select a new dental plan to be effective January 1, 1989. The new plan, if any, will provide benefits substantially similar to the level of benefits under the existing plan, including but not limited to, 80 percent reimbursement of usual, customary, and reasonable charges for both participating and nonparticipating dentists as determined by the carrier selected by the Corporation, except that the new plan may provide for (1) a deductible in the maximum amount of \$75.00 for individuals and \$150.00 for families and (2) a maximum annual reimbursement amount of \$2,000 for each employee and for each eligible dependent.

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

authority concerning eligibility of domestic partners of employees to dental insurance benefits.

### **ARTICLE 32 - OPTICAL/HEARING/PODIATRIC PLAN**

Effective May 1, 2005, the Corporation shall reimburse each employee for optical (including, but not limited to, corrective laser procedures), hearing aid and podiatric expenses not otherwise covered by health insurance on the basis of valid receipts provided by the employee in the maximum aggregate amount of \$525 per family per contract year incurred by the employee for himself or herself and his or her dependants. Unused yearly balances may be carried by the employee for a maximum of two years (inclusive of the year when earned), and thereupon shall be lost. In no event shall any employee have entitlement to cash payment of unused balances accrued under this Article 32 upon separation from service.

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

It is further understood and agreed by the parties that reimbursement by the Corporation under this Article is not available for either co-pays or deductibles under the Corporation's health insurance coverage for optical, hearing or podiatric expense or reimbursement for eye examination expense exceeding \$100 per employee and his or her dependants per contract year.

### **ARTICLE 33 - DISABILITY INSURANCE**

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

### **ARTICLE 34 - SICK LEAVE AT HALF PAY**

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

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

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

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

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

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

34.2. Sick leave at half pay will not be granted, or shall be terminated, when the employee is determined to be permanently disabled and unable to perform the duties of his or her position.

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

34.4. For Full Time Employees Not Covered Under 34.1 Only. Effective July 1, 1993, the Corporation will grant sick leave at half pay for personal illness to full time employees of the Corporation on the same terms and conditions as are set forth in section 34.1 hereof subject to the following additional terms and conditions:

1. A full time employee who has been continuously employed by the Corporation for at least one (1) year; and

2. The full time employee has not engaged in conduct which the Corporation determines to be indicative of sick leave abuse. For the purpose of this section, a presumption of sick leave abuse shall be created for instances such as where an employee has used more than 75% of the sick leave the employee has accrued from his/her employment date as determined by the State Civil Service Time and Attendance Rules, except in instances of bona fide and verifiable prolonged serious illness, or exhibits a pattern of one day illness on Mondays, Fridays or coupled with holidays. The Corporation shall simultaneously notify the Union and the affected employees of



presumptive sick leave abuse in writing, which Notice shall state the reason for the presumption and state that the employee is no longer entitled to the benefit. All such Notices pursuant to this paragraph shall be grievable, through and including arbitration. Upon receipt of said Notice, the employee shall no longer be eligible for the benefit until such time as (a) the Corporation removes the employee from such status; or (b) the employee is awarded the benefit by the final determination of an arbitrator. It is understood and agreed by the parties that the procedure set forth in this paragraph shall apply exclusively to the eligibility of full time employees for the sick leave at half pay benefit and shall be separate and distinct from any other actions which the Corporation may take with respect to sick leave abuse for Corporation employees generally, including, without limitation, disciplinary charges, warning, counseling memos, doctors' note restrictions, etc.

It is understood and agreed by the parties that the addition of the above-stated new section to Article 34 shall not alter or diminish the rights of permanent employees to sick leave at half pay pursuant to the terms of the Agreement, or in any other respect.

#### **ARTICLE 35 - ACCIDENTAL DEATH**

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

#### **ARTICLE 36 - DEATH AND RETIREMENT BENEFITS**

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

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

### **ARTICLE 37 - TUITION**

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

The Corporation will reimburse any active employee who has been in the employ of the Corporation for a minimum of one year, for the following:

1. The full tuition cost of any course taken at the direction of the Corporation, and all necessary expenses including but not limited to books and fees.

The requirement of one-year's employment shall not apply to this provision.

2. Effective May 1, 1999, the full tuition cost, plus any necessary books and fees related thereto, of any job-related courses taken by the employee on the employee's own initiative at any accredited college, university or professional or technical school licensed by a State licensing department shall be reimbursed; provided, however, that prior Corporation approval has been obtained and that the employee provides evidence of satisfactory course completion; and provided further, that the total amount of such reimbursement to any employee shall not be in excess of \$1,500 per semester or \$3,000 per calendar year.

3. The full tuition cost, plus any necessary books and fees related thereto, for any courses not job related taken by the employee on the employee's own initiative at any accredited college, university, or professional or technical school licensed by a state licensing department, shall be reimbursed, provided however, that

prior Corporation approval has been obtained and that the employee provides evidence of satisfactory course completion; that the course is related to the primary functions of the Corporation or is academic in nature; and provided further, that the total amount of such reimbursement to any employee shall not be in excess of \$400 per semester or \$800 per calendar year. Academic in nature is not intended to include courses which are not part of a degree program; do not involve book study or classroom study or instruction (e.g. defensive driving); or courses which are, in large part, recreational in nature or are for entertainment or the like, such as golf, swimming, piano, or if it is not part of a degree program, the study of a foreign language.

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

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

#### **ARTICLE 38 - PROMOTIONAL OPPORTUNITIES AND PROTECTION OF EMPLOYEES**

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

gross pay. This is exclusive of any payment due to the employee from accumulated vacation and personal leave credits.

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

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

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

38.5. The Corporation adopts the provisions of Subdivision 1 of Section 107 of the Civil Service Law.

38.6. The provisions of this Article shall in no way limit the prerogatives of management to transfer, assign or direct certain employees to perform specified functions, assume greater or different duties and responsibilities, exercise supervisory functions or implement individual assignments over, in excess of, or in variation with the duties and responsibilities pertinent to the band and title of such employees when the interest of the Corporation so requires. Whenever such action is taken by management, and the duties, responsibilities and performance of such employees meet the qualifications set forth above, the President, after analyzing and evaluating the performance, can determine the compensation of such individual employee at a band level higher than permanent title and band would call for. Such adjustment shall be

temporary and individual, pertaining only to each such individual employee, and not transferable, assignable or claimable by successor.

### **ARTICLE 39 - OVERTIME MEAL ALLOWANCE**

An overtime meal allowance shall be paid to an employee, Corporation Band 4 or under, when, at the request or direction of such employee's supervisor or an Corporation executive, such employee has worked at least two (2) consecutive hours of overtime on a regular working day or at least six (6) hours of overtime on other than a regular working day. Such an employee shall be paid two overtime meal allowances for nine hours or more of overtime work on other than a regular working day. Such allowance shall be paid by the Corporation, in the ordinary course, upon request and upon submission of appropriate documentation of overtime worked. This Article shall have no application to employees in travel status. The allowance shall be the cost of the meal(s) not to exceed \$15.00 if a receipt is provided or \$10.00 if no receipt is provided.

### **ARTICLE 40 - TRAVEL AND TRANSPORTATION EXPENSES**

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

#### **40.1. Meals and Lodging:**

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

Breakfast	\$ 8.00
Lunch	11.50
Supper	25.00

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

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

40.2. Taxi Fare:

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

40.3. Mileage Allowance

The Corporation agrees to continue to provide a maximum mileage allowance rate of twenty and one-half (20.5) cents per mile for the use of personal vehicles for those persons eligible for such allowance in connection with official travel. Effective May 1, 1999, the mileage allowance rate shall be the federal rate published periodically by the Internal Revenue Service.

**ARTICLE 41 - EXAMINATIONS AND INTERVIEWS**

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

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

**ARTICLE 42 - STANDARD OFFICE PROCEDURES**

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

B. Effective May 1, 1999, employees shall be entitled to the replacement, at no cost to the employee, of one (1) lost or destroyed employee identification access card during the employee's employment with the Corporation. The preceding sentence shall apply only to employee identification access cards lost or destroyed after May 1, 1999.

#### **ARTICLE 43 - PAYROLL**

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

#### **ARTICLE 44 - STATEMENT OF DEDUCTIONS**

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

#### **ARTICLE 45 - TRANSFER OF EMPLOYEES**

The Union recognizes that the benefits accruing to any employee of the Corporation by virtue of this Agreement may not be available and/or acceptable to any State department or Agency.

#### **ARTICLE 46 - RESIGNATION AND DISCIPLINE**

The following disciplinary procedure for incompetence or misconduct shall apply to all employees as provided here in in lieu of the procedure specified in State Civil

Service Law Sections 75 and 76 or any other procedure provided by statute or regulation.

46.1. Employee Rights

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

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

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

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

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

F. An employee shall not be coerced, nor be intimidated nor suffer any reprisals either directly or indirectly that may adversely affect such employee's hours, wages or working conditions as the result of the exercise of rights under this Article.



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

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

#### 46.2. Resignation

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

(1) An employee has a right to consult a representative of the Union or an attorney before executing a resignation, and a reasonable period of time will be afforded for such purpose;

(2) An employee may decline the request to resign and, in that event, a notice of discipline must be served before any disciplinary action or penalty may be imposed pursuant to the procedure provided in the Agreement between the Corporation and the Union;

(3) The disciplinary procedure may result in binding arbitration;

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

(5) The Agreement further provides that an employee has the right to representation at every stage of the procedure; and

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

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

**46.3. Disciplinary Procedure**

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

B. Any act which may be performed by the President under this section 46.3 may be performed by a designee of the President, which designation shall be in writing and a copy of which shall be provided to the Union in the same manner as set forth below for advising the Union of service of a notice of discipline. Such designee may be an employee of the Corporation, but shall not be the supervisor of employee sought to be disciplined, nor shall such designee have any personal involvement in the acts leading to the notice of discipline.

C. The President may seek the imposition of a written reprimand, suspension without pay, a fine not to exceed \$200, reduction in band, or dismissal from service.

D. Notice of such discipline shall be made in writing and served upon the employee by registered or certified mail at the home address of the employee or by personal delivery at such address or such other place as the employee may be found. (Discipline shall be imposed only for incompetence or misconduct). The specific acts for which discipline is being imposed and the penalty proposed shall be specified in the notice. The notice served on the employee shall contain a description of the alleged acts and conduct including references to dates, times and places.

E. The Union shall be advised, by registered or certified mail to the Union address set forth above or by personal delivery to an officer of the Union, that the notice of discipline has been served.

F. Where service is by personal delivery, it shall be deemed complete upon delivery. Where service is by certified or registered mail, it shall be deemed complete upon the earlier of (1) delivery as reflected by the return receipt, (2) giving of the first notice by the Postal Service as reflected by notation upon the envelope upon its return to the Corporation, or (3) ten (10) calendar days after mailing.

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

(1) An employee has a right to object to a notice of discipline by filing a grievance within ten (10) working days;

(2) The grievance procedure provides for a hearing by an independent disciplinary arbitrator at its final stage;

(3) An employee is entitled to representation by the Union or by an attorney at every stage of the proceeding;

(4) If an employee timely files and prosecutes a grievance, no penalty can be implemented until the disciplinary arbitrator's determination, in accordance with Article 46 of the Agreement between the Corporation and the Union. A copy of such Article will be supplied to an employee upon request made to the Corporation's Director of Human Resources.

H. The proposed penalty may not be implemented (1) until the employee has failed to file a grievance within ten (10) days from completion of service of the notice of discipline, (2) until the employee has failed to file a timely appeal as provided below, or (3) until and to the extent that it is upheld by the disciplinary arbitrator, or a different penalty is determined by the disciplinary arbitrator to be appropriate, or the matter is settled.

I. An employee may object to a notice of discipline by filing a grievance. Such grievance shall be in writing and shall state that the employee objects to the notice of discipline, whether such objection is only to the penalty proposed and whether a hearing before the President is requested. It shall also state the nature of the objection. Such grievance shall be served upon the President by registered or certified mail at the Corporation's address set forth above or by personal delivery. Where service is by personal delivery, it shall be deemed complete upon delivery. Where service is by

registered or certified mail, it shall be deemed complete upon mailing. Where service is by any other means, it shall be deemed complete only upon receipt.

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

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

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

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

may be proposed by the Corporation. He or she shall have full authority, if the remedy proposed by the Corporation is found to be inappropriate, to devise an appropriate remedy including an increase or decrease in the penalty sought by the Corporation, but limited to a penalty which the Corporation could have proposed.

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

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

O. Prior to exhaustion or institution by an employee of the grievance procedure applicable to discipline, such employee may be suspended without pay only if the President determines that there is a probable cause to believe that the employee's continued presence on the job represents a potential danger to persons or property or would severely interfere with the Corporation's operations. Such determination shall be reviewable by the disciplinary arbitrator in accordance with paragraph M of this Article to determine whether probable cause existed at such time. The Union will be notified in writing within 24 hours of any such suspension. A notice of discipline shall be served in accordance with section 46.3 of this Article no later than 72 hours following any such suspension, although service need not be complete within such time.

P. The disciplinary arbitrator shall be selected in accordance with the arbitration provision of the Grievance Procedure (Article 47 hereof).

Q. All fees and expenses of the disciplinary arbitrator, if any, shall be divided equally between the Corporation and the Union, or the employee if not represented by

the Union. Each party shall bear the costs of preparing and presenting its own case. The Union's or employee's portion of estimated disciplinary arbitrator's fees and estimated expenses may be collected in advance of the hearing.

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

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

T. An employee shall not be disciplined for acts which would not constitute a crime which occurred more than one year prior to the notice of discipline or one year from the time that the acts could reasonably have been discovered by the Corporation, whichever is later.

U. Notwithstanding anything to the contrary contained in this Agreement, the President of the Corporation shall have the right to suspend without pay an employee served with written disciplinary charges pending the hearing and final determination of said charges in circumstances where the President deems such an action to be in the best interests of the Corporation, but not for a period to exceed thirty (30) calendar days. In the event an employee is exonerated of the charges and specifications at any step of the grievance procedure, or if the arbitrator so determines, the employee shall be entitled to recover from the Corporation lost salary for the period of suspension.

#### 46.4. Applicability

This entire disciplinary procedure shall apply to all persons who are currently or were at the time of the notice of discipline subject to sections 75 and 76 of the State Civil Service Law and, in addition, shall apply to those non-competitive class employees described in Section 75(1) (c) who, since last entry into State and/or Agency service, have completed at least two (2) years continuous service in the non-competitive class

and those persons in the labor class who, since last entry into State and/or Agency service, have completed at least two (2) years of continuous service in the labor class.

This entire disciplinary procedure shall apply to a person who: (i) was an employee in good standing of the NYS Housing Finance Agency immediately prior to being employed by the Corporation; and (ii) immediately prior to termination of employment from said agency was covered by Article 45 (Resignation and Discipline) (formerly Article 26) of the collective bargaining agreement between the NYS Housing Finance Agency and the NYS Housing Finance Agency Employee Association, pursuant to the express requirements of section 45.4 (Applicability) (formerly section 26.4) of said Article 45 (formerly Article 26), or any successor provision thereto.

#### **46.5. Evaluation**

As a consequence of further evaluation of the operation of this disciplinary procedure, amendments to this Article may be made applicable if required by the State.

### **ARTICLE 47 - GRIEVANCE PROCEDURES**

#### **47.1. Preamble - Statement of Policy**

In order to establish a more harmonious and cooperative relationship between the Corporation and its employees, it is the declared policy of the Corporation to provide for the settlement of differences through an orderly grievance procedure. The Union shall have the exclusive right to represent any covered employee, upon his or her request, at any step of the grievance procedure; provided, however, an individual employee may represent himself or herself in processing a grievance at the first and second stages of the grievance procedure. It is also the policy of the Corporation to assure Corporation employees the right of adjusting their grievances without fear of reprisal.

It is the desire and policy of the Corporation to encourage its employees to contribute their experiences and their ideas to the solution of problems of the

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

**47.2. Basic Standards and Principles**

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

B. Every employee shall have the right to present a grievance in accordance with the procedures prescribed hereunder, with or without a Union representative, free from fear of discrimination or reprisal.

C. It is a fundamental responsibility of supervisors at all levels to consider, and to take appropriate action promptly and fairly on, a grievance of any subordinate employee or employees in accordance with existing policy, rules or guidelines.

D. The President or a designated representative shall hold conferences at appropriate times with employee representatives on problems relating to the terms and conditions of employment and the continued improvement of the public service. Proposed new rules or modifications of existing rules governing working conditions shall, wherever practicable, be announced in advance and discussed in conference with the Union before they are established.

**47.3. Procedure Relating to Grievance**

**A. First Stage**

The first stage shall consist of the employee's presentation of a grievance to the immediate supervisor (not later than forty-five (45) calendar days after the date on



which the act or omission giving rise to the grievance occurred) who shall, to the extent necessary or appropriate, consult with and permit the employee to consult with any of the higher ranking supervisors in direct line below the level of the President. Discussion and resolution of grievances in the first stage shall be on an oral basis. No transcript of any such presentation or discussion shall be made. Group grievances shall be presented in the first instance to the lowest ranking supervisor common to all employees in the group. The Corporation agrees that the employee will receive a response to a grievance within ten (10) working days following the date of submission whenever possible.

B. Second Stage

If a grievance is not satisfactorily settled at the first stage, the employee may request a review and determination thereof by the President or designated representative. Such request must be made within ten (10) working days after a receipt of the first stage decision. The specific nature of the grievance and the facts relating thereto shall be reduced to writing jointly or separately by the employee and by the appropriate supervisor. The President or designated representative shall, on request of the employee hold an informal hearing at which the employee and his or her representative may appear and present oral statements, or the President may designate one or more executives or employees of the Corporation to conduct such informal hearing and to submit a report thereon with recommendations. The final determination of such grievance shall be made by the President or designated representative and reported to the employee or the Union within twenty-eight (28) working days following receipt of the second stage grievance.

C. Third Stage

In the event the grievant does not accept the disposition of the grievance obtained in the second stage, the officers of the Union or their designated

representatives shall confer with the President or designated representative in an attempt to resolve the dispute.

D. Fourth Stage

In the event a contract grievance (a grievance relating to the application or interpretation of this Agreement) is not disposed of at the third stage, it may be referred by either party to arbitration within ten (10) working days, or such longer or shorter time agreed to in writing, after the third stage conference. Such referral shall be made by written demand for arbitration served upon the other and the arbitration shall be before an impartial arbitrator obtained from a panel of arbitrators whose names are maintained by the New York State Public Employment Relations Board.

In regard to contract grievances, the demand for arbitration shall identify the grievance, the employee or employees involved, and the agreement provision in dispute. The method of selection of the arbitrator from the panel for a particular case shall be by agreement or failing agreement, by the procedures then in effect for such selection by the New York State Public Employment Relations Board.

Both parties agree that the arbitrator shall have no power to add to, to subtract from or to modify the provisions of this Agreement in arriving at a decision, but must confine the discussion solely to the application and interpretation of this Agreement. The arbitrator shall be confined to the precise issue submitted for arbitration. The decision of the arbitrator shall be final and binding, consistent with the provisions of CPLR Article 75.

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

47.4. Miscellaneous

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

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

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

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

E. A settlement of or an award upon a contract grievance may or may not be retroactive as the equity of each case may demand, but in no event shall such a resolution be retroactive to a date earlier than thirty (30) days prior to the date the contract grievance was first presented or the date when the act complained of occurred, whichever is the later date.

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

**ARTICLE 48 - UNION MEETINGS**

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

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

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

**ARTICLE 49 - COUNSEL TO THE UNION**

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

**ARTICLE 50 - NOTIFICATION**

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

**ARTICLE 51 - LABOR-MANAGEMENT COMMITTEE**

The Corporation and the Union agree to establish a labor-management committee composed of three Union representatives and at least two Corporation representatives, at least one of whom must be an officer. Meetings will be held bimonthly if either party requests, more often by mutual consent, but no less than semi-annually. An agenda will be supplied seven (7) days before the meeting if requested by

either party. Results of meetings shall not contravene terms or provisions of the Agreement.

#### **ARTICLE 52 - BULLETIN BOARDS**

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

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

#### **ARTICLE 53 - SUGGESTION BOX**

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

#### **ARTICLE 54 - PRE-TAX SPENDING ACCOUNT COMMUTATION**

To the extent permitted by law, the Corporation agrees to continue to administer for the benefit of Corporation employees a pre-tax spending account plan for commutation expense (the "Plan"). The Plan shall be subject to and comply with all applicable current and/or future federal, state and local laws, rules and regulations

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

#### **ARTICLE 55 - JURY DUTY**

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

Notwithstanding anything to the contrary contained in this Article 55, in order to be entitled to excused time with pay for jury duty as provided in this Article, upon completion of jury service and an employee's return to work, the employee must timely provide the Corporation with written verification from an authorized representative of the court system in a form reasonably satisfactory to the Corporation verifying the period of jury duty actually served by the employee.

#### **ARTICLE 56 - PERSONAL CHECKING OR SAVINGS ACCOUNT**

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

#### **ARTICLE 57 - STATE EMPLOYEES; STATE**

The term "State Employees" shall mean those employees employed by the State of New York. The term "State" wherever referred to in this Agreement shall mean the State of New York.

#### **ARTICLE 58 - VACATION LEAVE BUY-BACK**

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

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

for health, life or retirement withholding. A verified copy of the approved (or disapproved) request will be provided to the employee.

**ARTICLE 59 - FAMILY AND MEDICAL LEAVE (WITHOUT PAY)**

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

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

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

C. An employee seeking leave due to the serious health condition of the employee, the employee's spouse, child (including adopted child) or parent should complete a physician's statement, a copy of which is available at the Human Resources Department.



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

E. Upon return from the leave, the Corporation will place the employee in the position the employee held prior to the leave or in an equivalent position for which the employee is qualified.

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

#### **ARTICLE 60 - BEREAVEMENT LEAVE**

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

#### **ARTICLE 61 - SICK LEAVE USE PROGRAM**

A. Administration of Program. The Director of Human Resources and his or her staff shall administer this Sick Leave Use Program ("Program"). Except as expressly provided herein, disciplinary action taken in accordance with the Program shall not be subject to the requirements of Article 46 ("RESIGNATION AND DISCIPLINE") of the collective bargaining agreement.

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

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

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

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

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

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

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

- (1) No more than two (2) days of Unexcused Absences in one (1) month;
- (2) No more than three (3) days of Unexcused Absences in a four (4) month period;
- (3) No more than four (4) days of Unexcused Absence in a nine (9) month period;
- (4) No more than six (6) days of Unexcused Absence in a twelve (12) month period.

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

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

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

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

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

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

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

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

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

J. Grievances. Actions taken by the Corporation pursuant to this Program shall be grievable under Article 47 ("GRIEVANCE PROCEDURES") of the collective bargaining agreement. The filing of a grievance, however, shall not delay actions taken by the Corporation pursuant to the Program. Grievances shall be limited only to actions where the employee alleges being improperly determined to be in Excessive Sick Leave Use Status, or where a loss of leave is imposed under section F hereof.

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

**ARTICLE 62 - SEPARABILITY**

If any clause, sentence, paragraph, article, section or part of this Agreement shall be adjudged by any court of competent jurisdiction or the Public Employment Relations Board, as the case may be, to be invalid, such judgment shall not affect, impair or invalidate the remainder thereof but shall be confined to the particular clause, sentence, paragraph, article, section or part thereof directly involved in the controversy in which the judgment was rendered.

**ARTICLE 63 - APPROVAL OF THE LEGISLATURE**

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

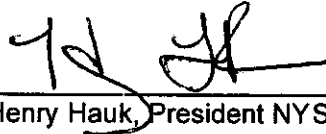
IN WITNESS WHEREOF, the President/CEO is hereby authorized and directed, by resolution duly adopted, to execute on behalf of the Agency, this Agreement.

NEW YORK STATE AFFORDABLE HOUSING CORPORATION

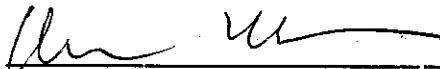
By: \_\_\_\_\_

  
Stephen J. Hunt, President/CEO

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



Henry Hauk, President NYSHFEA



Maida Rosenstein, President Local 2 110

Robert Mador, Director UAW Region 9A, AFL-CIO