MEMORANDUM OF UNDERSTANDING BETWEEN THE NEW YORK STATE AFFORDABLE HOUSING CORPORATION AND THE NEW YORK STATE HOUSING FINANCE AGENCY EMPLOYEES ASSOCIATION, UNITED AUTO WORKERS, LOCAL 2110, AFL-CIO

The following Memorandum of Understanding ("Memorandum") is entered into by the New York State Affordable Housing Corporation ("Corporation") and the New York State Housing Finance Agency Employees Association, United Auto Workers, Local 2110, AFL-CIO ("Union"), which represents the employees of the Corporation, and the Corporation and the Union being sometimes hereinafter collectively referred to as the "parties" and individually referred to as a "party".

- 1. This Memorandum sets forth amendments ("Amendments"), negotiated by the parties in collective negotiations, to the Corporation-Union Agreement having an effective date of April 1, 2005 ("Agreement"). It is expressly understood and agreed that this Memorandum is subject to, and conditioned upon, approval, in its entirety, by the Members of the Corporation and the membership of the Union.
- 2. The Corporation and the Union agree to enter into a contract incorporating the terms and conditions of the Agreement, as amended by this Memorandum, for the period May 1, 2003 through April 30, 2007.
- 3. Article 5 ("TERM OF AGREEMENT") of the Agreement shall be modified to read as follows:
 - "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."

- 4. Subparagraph A. of Article 13 ("SALARY") shall be deleted from the Agreement in its entirety and replaced with a new subparagraph A. as follows:
 - "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 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 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."

- 5. "Exhibit B" ("PAY PLAN") attached to the Agreement, and incorporated by reference therein, shall be deleted in its entirety and replaced with the Exhibit "B" (PAY PLAN dated May 1, 2005) attached hereto as "Attachment 1" and specifically incorporated by reference herein.
- 6. The Corporation and the Union agree that 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. Article 11 ("MANAGEMENT RIGHTS") shall be amended to include the following paragraph at the end thereof:

"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 Employee 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."

7. The Corporation and the Union agree that, effective May 1, 2005 the pre-tax spending account plan for child-care shall be eliminated in its entirety. The following language concerning the pre-tax spending account plan for child-care shall be deleted in its entirety from the Agreement:

"ARTICLE 50 PRE-TAX SPENDING ACCOUNT FOR CHILD-CARE

To the extent permitted by law, the Corporation agrees to establish and administer for the benefit of Corporation employees as soon as reasonably possible after May 1, 1999 a pre-tax spending account plan for child-care only (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 child-care. Notwithstanding anything to the contrary contained in this Agreement, in no event shall this Article be construed to establish a paid child-care 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."

8. The Corporation and the Union agree that 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. A new Article shall be added to the Agreement as follows:

"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. Nothwithstanding 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."

9. The Corporation and the Union agree that, effective May 1, 2005, the Corporation shall extend the dental coverage provided for in the 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 to health and insurance benefits for domestic partners of employees. A new sentence shall be added to the end of Article 30 and 31 ("HEALTH INSURANCE" and "DENTAL PLAN") as follows:

"Commencing May 1, 2005, the Corporation shall extend the health and 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 health insurance benefits."

10. The Corporation and the Union agree that on or after May 1, 2005, the Corporation shall implement an interim electronic timesheet with certification that shall replace the existing paper timesheet. Article 17 ("TIMESHEET") of the Agreement shall be amended to add a new paragraph as follows:

"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."

11. The Corporation and the Union agree that, 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 in effect on May 1, 2005 (the "Plan"). The Agreement shall be amended to add a new Article as follows:

"ARTICLE __ - 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."

12. Article 32 ("OPTICAL/HEARING/PODIATRIC PLAN") of the Agreement shall be amended to delete the language in its entirety and replace it with the following:

"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.

13. Article 22 ("BREAKTIME") of the Agreement shall be amended to add the following after the first full paragraph of Article 22:

"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. Nothwithstanding 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."

- 14. The Union and the Corporation agree that the relevant sections of the Corporation's Employee Handbook describing benefits modified by this Memorandum shall be updated to reflect the terms of the Agreement as modified by this Memorandum of Understanding.
- 15. The Corporation and the Union agree to execute the side-letter attached hereto as "Attachment 2," which Attachment is specifically incorporated by reference herein.
- 16. The Union and the Corporation agree to forthwith take all necessary actions to withdraw or cause to be withdrawn with prejudice, upon the approval of this Memorandum by the Corporation's Members and ratification by the Union membership, all pending grievances, improper practice charges, court actions, arbitrations or actions or proceedings of any nature pending as of the date of this Memorandum, except the following:

NONE

- 17. Upon the approval by the Corporation Members of this Memorandum and ratification by the Union membership, the Corporation agrees to forthwith take all necessary steps to process the payroll and pay the wage increases provided for in this Memorandum, including all retroactive payments due to employees thereunder, as soon as reasonably possible.
- 18. The Corporation and the Union agree that the written terms of this Memorandum constitute the complete and entire agreement between the parties with respect to the collective negotiations resulting in this Memorandum, and both the

Corporation and the Union respectively, hereby confirm and acknowledge the withdrawal with prejudice of all other demands, proposals, modifications and matters not specifically addressed in this Memorandum.

- 19. Except as modified by the terms of this Memorandum, all terms and conditions of the Agreement shall remain in full force and effect for the period May 1, 2003 through April 30, 2007.
- 20. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS MEMORANDUM OF UNDERSTANDING OR THE AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OR LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be signed by their respective representatives on April 1, 2005.

NEW YORK STATE AFFORDABLE HOUSING CORPORATION

Stephen I Hunt President/CEO

NEW YORK STATE HOUSING FINANCE AGENCY EMPLOYEES ASSOCIATION

Henry Hauk, President

UNITED AUTO WORKERS LOCAL 2110, AFL-CIO

Maida Rosenstein, President

UNITED AUTO WORKERS, REGION 9A, AFL-CIO

Phillip Wheeler, Director

HFA/AHC Band Schedule May 1, 2005

Band	Minimum Maximum	May 2004	May	2005	May	2006	April 2007
1	22,700	22,700		24,000		24,700	25,500
	36,400	37,400		38,400		39,500	40,300
2	24,500	24,500		25,900		26,600	27,400
	47,800	49,000		50,400		51,900	52,700
3	30,100	30,100		31,800		32,700	33,500
	50,100	51,400		52,800		54,400	55,200
4	34,900	34,900		36,800		37,900	38,700
	56,900	58,400		60,000		61,800	62,600
5	39,600	39,600		41,700		43,000	43,800
•	68,200	70,000		71,900		74,000	74,800
6	44,400	44,400		46,800		48,200	49,000
	81,900	84,000		86,300		88,900	89,700
7	54,600	54,600		57,500		59,200	60,000
	89,800	92,100		94,600		97,500	98,300
8	63,700	63,700		67,100		69,200	70,000
	105,700	108,400		111,400		114,700	115,500
9	78,400	78,400		82,600		85,100	85,900 127,100
	116,400	119,400		122,600		126,300	127,100
10	85,200 117,900	85,200 120,900		89,800 124,200		92,500 127,900	93,300 128,700
	117,500	120,900		124,200		121,800	120,100
11	93,100 119,600	93,100 122,600		98,100 126,000		101,000 129,800	101,800 130,600
	118,000	122,000		120,000		120,000	130,000

٠	Final Salary Apr 2007	Max: 40,300 Min: 25,500	39,472
	Base S: Apr 2007 Apr	Max:	800
	Final Salary B May 2006 Apr	Max: 39,500 Min: 24,700	38,672
	3.00% Increase 8 May 2006 Mi	Max: Min:	1,126
	Final Salary May 2005	Max: 38,400 Min: 24,000	37,546
	2.75% Increase May 2005	SA N	1,005
HFA Band 1	Adjusted Salary May 2005		35,541
· · · · · · · · · · · · · · · · · · ·	Promotion/ Merit		
	Adjusted Salary May 2004		Min: 22,700 36,541
	2.50% increase		1,000
	Salary Man 2004	may ton	35,541
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Note: 0% increase for May, 2003

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HFA Band 2

Final Satary Apr 2007	52,700	52,578 46,199 44,511 30,685
Apr.	Max:	000
Base Apr 2007		
Final Salary May 2006	61,900 26,600	51,778 45,399 43,711 29,885
S May	Max: Min:	9 2 8 9
3.00% · Increase May 2006		1,508 1,322 1,273 1,000
Final Salary May 2005	50,400	50,270 44,077 42,438 28,885
	Max:	,345 1,180 1,136 1,000
2.75% Incresse May 2005		\$ 12 T
Adjusted Salary May 2005	:	48,925 42,897 41,302 27,885
Promotlan/ Merit		
Adjusted Salary May 2004	49,000	48,925 42,897 41,302 27,885
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2.50% Increase May 2004		1,193 1,046 1,007 1,000
Selary May 2004		47,732 41,851 40,295 26,885
Off-Base Payment		000 000
Date Hired		02/06/1986 07/26/1993 05/07/1990 04/18/1996
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Final Salary Apr 2007	33,500	53,760 43,418 42,884 41,546 38,484 36,953
	Max:	800 800 800 800 800
Base Apr 2007		
Final Salary May 2006	54,400 32,700	52,960 42,618 42,084 40,746 37,684 38,153
_	Max: Min:	1,543 1,241 1,226 1,187 1,098 1,053
3.00% Increase May 2006		किस्बास्त्र
Final Salary May 2005	52,800 31,800	51,417 41,377 40,858 39,559 36,586 35,100
2.75% Increase S May 2005 Ma	Max:	1,376 1,107 1,084 1,089 1,000 1,000
Adjusted Salary May 2005		50,041 40,270 39,764 38,500 35,586 34,100
Promotion/ Merit		2,500
Adjusted Salary May 2004	51,400	50,041 40,270 39,764 36,000 35,586 34,400
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2.50% Increase May 2004		1,221 1,000 1,000 Not Eligible 1,000 1,000
Salary May 2004		48,820 39,270 38,764 36,000 34,586 33,100
Off-Base Payment		800 800 800 800 800 800 800
Date		05/06/1982 11/16/1989 05/13/1977 04/14/2004 03/08/1993 10/23/2003
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HFA

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Band 4

Final Salary Apr 2007	62,600 38,700	59,138	57,695	49,971	47.366	46.501	100.77	44,387	42,000	39,550
Base Apr 2007 A	Max: Min:	800	800	800	900	00		3	800	800
Apr.										
Final Salary May 2006	61,800 37,900	58,338	56,895	49.171	AR SER	46.704	10,04	43,787	41,200	38,750
3.00% Increase (May 2006 M	Mex:	1,699	1,657	1 432	1366	000'	\$	1,275	1,200	1,129
_	60,000 36,800	56,639	55,238	47 739	46.040	45,210	44,45/	42,512	40,000	37,621
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2.75% Increase May 2005		1,	1		· .	<u> </u>	-	Ξ-	Not Eligi	1,007
Adjusted Salary May 2005		55 123	51 780	46 464	104'04	44,000	43,267	41,374	40,000	38.614
Promotion/ Merit										
Adjusted Salary May 2004	58,400	45 123	63 760	2	40,40	44,000	43,267	41,374		36,614
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2.50% Increase May 2004		1344		15,	1,133	Not Effgible	1,055	1.009	Not Fileship	1,000
Salary May 2004		27.53	67,00	52,448	45,328	44,000	42,212	40.365	<u> </u>	35,614
Off-Base Payment		8	206	202	800	800	800	SO S	3	900
Date Hired			01/04/1993	09/25/1985	02/24/1997	01/05/2004	02/10/1992	1000/81/90	047347000	02/23/1993
			Sue Mookram	Cynthia Stewart	Anthea Witter	Man Kuen Lam	Lisa Smeraldi	Zerost Zerosti	TVOTING CAVAINO	Maryann Viracco Aleiandra Rodriguez

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HFA Band 6

Final Salery Apr 2007	Max: 74,800 Min: 43,800	800 82,246 800 77,573 800 68,057 800 62,858 800 52,870 800 52,870 800 49,971 800 45,250
Base Apr 2007		
Final Selary May 2006	74,000	81,446 76,773 67,257 66,060 62,058 52,070 50,800 49,171 46,396
3.00% Incresse (May 2006 M	Mex:	2,372 2,236 1,959 1,808 1,617 1,480 1,432 1,295
Final Salary May 2005	71,900	79,074 74,537 65,298 64,138 60,250 50,553 49,320 47,739 45,045
2.75% Increase S May 2005 Ma	Max: Min:	2,116 1,995 1,748 1,717 1,613 1,353 1,220 1,206 1,155
Adjusted Salary May 2005		76,958 72,542 63,550 62,419 92,419 49,200 48,000 48,000 42,839
Promotion [/] Merit		·
Adjusted Salary May 2004	Max: 70,000 Min: 39,600	76,958 72,542 63,550 62,419 58,637 49,200 48,000 46,461
2.50% Increase May 2004		1,877 1,769 1,550 1,522 1,430 1,200 Not Eligible 1,133 1,069 Not Eligible
Salary May 2004		75.081 70,773 62,000 60,897 57,207 48,000 48,000 45,328
Off-Base Payment		008 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8
Date		07/01/1985 11/6/1989 11/26/1979 07/05/1983 07/05/1989 03/04/2004 05/28/1999 06/01/2004
		Bernard Gross Dominic Martello Patricia Wyatt Ruby Martowe Monica Major Claudia Wright John Patuch Dektor Fisher John Mustaro John Comegno

Final Salary Apr 2007	89,700	88,881	88,492	85,779	79,351	78,149	76,536	72,904	64,300	57,771	56,805	56,124	54,162	50,012
Base S	Max:	900	900	800	800	800	800	800	800	800	800	800	800	900
	88,900	18,081	87,692	626	78,551	349	. 96	\$	200	971	900	324	. 362	212
Final Satary May 2006	Max: 88, Min: 48,	88	87,	8	78.	77.	75	72,	63	36	26	55	53,	64
3.00% Increase May 2006	2 2	2,565	2,554	2,475	2,288	2,253	2,206	2,100	1,850	1,659	1,631	1,611	1,554	1,433
Final Salary Way 2005	86,300	85,516	85,138	82,504	76,263	75,096	73,530	70,004	61,650	55,312	54,374	53,713	51,808	47,779
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2.75% Increase May 2005		2,28	2,279	2,20	2,04	2,01	96,	1,87	1,65	1,48	1,45	1,43	1,38	1,279
Adjusted Salary May 2005		83,227	82,859	80,296	74,222	73,086	71,562	68,130	60,000	53,832	52,919	52,275	50,421	46,500
Promotion/ Merit														
Adjusted Salary May 2004	84,000	83,227	82,859	80,296	74,222	73,086	71,562	68,130		53,832	52,919	52,275	50,421	
Adju	Max:													
2.50% Increase May 2004		2,030	2,021	1,958	1,810	1,783	1,745	1,662	Not Eligible	1,313	1,291	1,275	1,230	Not Eligible
Salary May 2004		81,197	80,838	78,338	72,412	71,303	69,817	56,468		52,519	51,628	51,000	49,191	
Off-Base Payment	!	800	800	800	900	800	900	800	800	900	900	900	900	800
Date Hired		09/27/1993	02/01/1965	05/23/1988	09/27/1999	02/11/1982	08/21/1979	08/21/1981	07/12/2004	08/16/1990	04/29/1996	01/05/1989	12/05/1994	06/28/2004
		ouis Marchione	Joel Danzig	Etten Settz	Elaine Chang	Sheldon Martin	Teresita Pablo	Senena Narvas	Aiza Galdo	Weiling Schumm	Wary Brady	Netly Evans	Paul Gomez	Thomas Martin

				2.50%	Adjo	djusted		Adjusted	2.75%	Final	3.00%	Final		Final	<u> </u>
		200	o de la co	- Section	Š	Salary	Promotion/	Salary	Increase	Salary	Increase	Salary	Base .	Salary	<u>5</u>
	Uare Hired	On-base Payment	May 2004	May 2004	E	May 2004	Mert	May 2005	May 2005	May 2005	May 2006	May 2006	Apr 2007	Apr 2007	2
						23 400				Max: 94,600		Max: 97,500		Max:	98,300
						54.500			-		-	Min: 59,200		Min:	000'09
								679.70	2 647	94 059	2.822	96,881	800		97,681
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Pomos Dose	02/13/1981	800	86,529	2,163		88,692		88,692	2,439	2.19		00000		_	87.750
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telen Deta Cruz	0.61112121	8 8	20 844	900		81.840		81,840	2,251	84,091	2,523	86,614	8	_	87.414
eonard Sedney	05/15/1989	200	18,04	066.		70 134		79.134	2,176	81,310	2,439	83,749	8	-	84,549
conaid Sulfivan	03/01/1982	000	407'/	006,1		12,145		77 440	2.130	79.570	2,387	81,957	900	_	82,757
anet Bernarde	12/28/1987	900	75,551	688		2 4		17 705	2 126	79.410	2.382	81,792	900	_	82,592
ina Arnao	03/07/1988	900	75,400	1,885		77,285		007'11	2,12	77 000	2340	80 328	900	_	81,128
oel Cartiglia	04/15/1985	800	74,050	1,851		75,901		106,67	2,007	074 66	2 20 0	78 711	008	•	79.511
Serard Wickham	10/31/1985	900	72,559	1,814		74,373		74,373	2,045	(6,418	2,232	11,01		,	78.083
Hauser Solomon	03/18/1976	900	71,243	1,781		73,024		73,024	2,008	75,032	7,251	77,700	8		000,07
Mercin Constitution	05/07/1990	900	70,180	1,755		71,935		71,935	1,978	73,913	2,217	36.130	3		0000
sary schulderiner	200111000	2	AB 371	1 709		70.080		70,080	1,927	72,007	2,160	74 167	008		74,967
Jesiree Cumberbatch	096100100	906	5,50	Section 2				20 000	1.925	71,925	2,158	74,083	800	•-	74,883
Viliam Hernandez	06/28/2004	908		ACI ENGRAE		070		R0 540	1.913	71,462	2,144	73,606	800	•	74,406
enny Edwards	02/21/1974	800	67,853	080.		03,040		83 076	1 759	65,735	1.972	67,707	900	_	68,507
dichelle Okusanya	09/15/1988	900	62,416	096,		078'50		64 630	1.678	62.708	1.881	64,589		_	65,389
Semadette Bridges	11/16/1995	800	59,541	1,489		200		200'10				. 03	COR		E0 029
- Laillord	07/21/1988	800	54,600	1,365		55,965		22,965	1,539	5/'c	67/'	23,66	8		

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HFA Band B

	Date Hired	Off-Base Payment	Salary May 2004	2.50% Increase May 2004	~	Adjusted Salary May 2004	Promotion/ Merit	Adjusted Salary May 2005	2.75% Increase May 2005	Final Salary May 2005	3.00% Increase May 2006	Fil Sala May ?	Final Salary May 2006	Base Apr 2007	Final Salary Apr 2007	ry 107
					Max:	c. 108,400				Max: 111,400 Min: 67,100		Max:	114,700		Max: 11 Min: 7	115,500 70,000
a district of the second	40/11/100B	90	105.691	2.642		108.333		108.333	2,979	111,312	3,339		114,651	800	Ξ	115,451
an booms	11/24/1988		105.691	2.642		108,333		108,333	2,979				114,651	800	∓	15,451
y nonej mo Balochandran	08/24/1998		99,094	2.477		101,571		101,571	2,783				107,495	800	¥	38,295
the Evans	05/18/1981		95,439	2,386		97,825		97,825	2,690				103,530	900	¥	330
aci Liena	1961/81/20	800	91.733	2.293		94,026		94,026	2,586				99,510	800	¥	30,310
any Camiero	11/16/1989	_	90,476	2,262		92,738		92,738	2,550				98,147	900		38,947
atthew Bacek	11/28/1984		690'06	2,252		92,321		92,321	2,539	94,860	2,846		90,706	800	.	98,506
se Dilan	01/26/1993		90,000	2,250		92,250		92,250	2,537				97,631	200	,, ,	96,431
ite Mann	09/04/2001		75,170	1,879		77,049		77,049	2,119				81,543	8 8		52,343
aria La Sorsa	10/08/1988	98 800	75,000	1,875		76,875		76,875	2,114				607'E	8		77 644
smond Gooding	07/29/1991	91 800	70,716	1,768		72,484		72,484	1,993				LD.'07	8	-	2

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Date	Off-Base	Salary May 2004	2.50% Increase May 2004	¥ ″ _	Adjusted Salary May 2004	Promotion/ Merit	Adjusted Salary May 2005	2.75% Increase May 2005	Final Salary May 2005	3.00% Increase May 2006	Final Salary May 2006	Base Apr 2007	Sal	Final Salary Apr 2007
				Max:	119,400				Max: 122,600 Min: 82,600		Max: 126,300 Min: 85,100		Mex:	127,100
		106.301	2040		119.301		119.301	3,281	122,582	3,677	126,259	800		127,059
04/04/1988		16,331	2,010		117.875		117.875	3,242	•	3,634	124,751	80		125,551
09/16/1985		115,000	2,073		116,076		116.026	3.191	·	3,577	122,794	DB		123,594
06/09/1977		113,190	2,650		108 736		108.736	2,990	•	3,352	115,078			115,878
10/22/1986	908	100,084	2,032		105.489		105,489	2.901		3,252	111,642			112,442
07/06/1982		96 600	2,445		99,015		99,015	2,723	101,738	3,052	104,790	800		105,590
1867/77/1981		87.979	2,199		90,178		90,178	2,480		2,780	95,438			96,238
10/29/1987		87,875	2,197		90,072		90,072	2,477		2,776	95,325	800		96,125

	Final Salary Apr 2007	Mex: 130,600 Min: 101,800	128,897 128,897 124,565
	Base Apr 2007		800 800 800
	Final Salary May 2006	Max: 129,800 Min: 101,000	128,097 128,097 123,765
	3.00% Increase May 2006	2 2	3,731 3,731 3,605
	Final Salary May 2005	Max: 126,000 Min: 96,100	124,366 124,366 120,160
	2.75% Increase May 2005	E E	3,329 3,329 3,216
HFA Band 11	Adjusted Salary May 2005		121,037 121,037 116,944
1 min	Promotion/ Merit		
** : ** ** ** ** ** ** ** ** ** ** ** **	Adjusted Salary May 2004	Max: 122,600 Min: 93,100	121,037 121,037 116,944
	2.50% Increase May 2004		2,952 2,952 2,852
	Selary May 2004		118,085 118,085 114,092
	Off-Base Payment		800
05	Date Hired		08/29/1994 08/06/1998 11/13/2000
tun Date: 04/13/2005 16:38:30			Jarbara Roslyn-Brenner Stuart Zelka Vargeret McGill

Attachment 2

April 1, 2005

Mr. Henry Hauk, President NYSHFAEA, Local 2110, UAW AFL-CIO 641 Lexington Avenue New York, NY 10022

Ms. Maida Rosenstein, President Local 2110, UAW, AFL-CIO 113 University Place 5th Floor New York, NY 10003

Re: AHC - HFAEA, Local 2110, UAW, AFL-CIO Collective Negotiations

Dear Ms. Rosenstein and Mr. Hauk:

This letter shall confirm our mutual understanding and agreement concerning the following items:

- 1. In connection with the implementation of Paragraph 13 of the Memorandum, the Corporation agrees to reimburse the cost of a recognized smoke-ending program certified by the employee in writing to be for their own personal use and for the purpose of ceasing smoking, including therapy, hypnotic therapy and smoke ending aides (i.e. alternate nicotine delivery systems) and not otherwise covered by health insurance on the basis of valid receipts, as that term is defined in the Paragraph 12 of the Memorandum, provided by the employee and satisfactory to the Corporation in the maximum aggregate amount of \$300. The reimbursement provided for by this Paragraph shall only be available to employees for the period commencing May 1, 2005 through and including July 31, 2005.
- 2. The Union and the Corporation agree to forthwith take all necessary actions to withdraw or cause to be withdrawn with prejudice, upon the approval of this Memorandum by the Corporation's Members and ratification by the Union membership, all pending grievances, improper practice charges, court actions, arbitrations or actions or proceedings of any nature pending as of the date of this Memorandum, except the following:

3. The Corporation and the Union acknowledge that the article and paragraph references set forth in the Memorandum reference articles and paragraphs reflected in draft collective bargaining agreements currently being reviewed by the parties for execution. The Corporation and the Union agree that the references to articles and paragraphs set forth herein shall be deemed to be adjusted, if necessary, to reflect those contained in the collective bargaining agreements executed by the parties.

NEW YORK STATE AFFORDABLE HOUSING CORPORATION

President/CEO

Agreed To As Stated Above:

NEW YORK STATE HOUSING FINANCE AGENCY EMPLOYEES ASSOCIATION

By: Henry Hai

President

Local 2110, UAW, AFL-CIO

Maida Rosenstein

President

UAW International, Region 9A, AFL-CIO

Phillip Wheeler Director