

AGREEMENT

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

WITNESSETH:

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

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

WHEREAS, on October 19, 1993, the Public Employment Relations Board certified the Union as the sole and exclusive bargaining agent for all the employees of the Agency except as provided in the certification for the purpose of negotiating collectively with the Agency under the provisions of the Taylor Law; and

WHEREAS, the Agency and the Union have concluded their collective bargaining negotiations and have reached a mutually acceptable settlement of all

demands concerning terms and conditions of employment submitted by the Union and the Agency and now desire to record and formalize the settlement by this Agreement;

Now, therefore, the parties agree:

ARTICLE 1 - CAPTIONS

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

		<u>PAGE</u>
Article 1	CAPTIONS	2
Article 2	RECOGNITION OF BARGAINING UNIT	4
Article 3	DUES CHECK-OFF	4
Article 4	UNION V-CAP DEDUCTIONS	6
Article 5	TERM OF AGREEMENT	8
Article 6	NEGOTIATION COMMENCEMENT	8
Article 7	COVERAGE OF AGREEMENT	8
Article 8	ALTERATION OF AGREEMENT	8
Article 9	COMPLETE AGREEMENT	9
Article 10	MANAGEMENT RIGHTS CLAUSE	9
Article 11	NO DISCRIMINATION	10
Article 12	SALARY AND PAY PLAN	10
Article 13	DEFERRED COMPENSATION PLAN	17
Article 14	OVERTIME	16
Article 15	COMPENSATORY TIME	18
Article 16	HOURS OF WORK	19
Article 17	SICK LEAVE	21
Article 18	PERSONAL LEAVE	22

Article 19	BEREAVEMENT LEAVE	24
Article 20	VACATION LEAVE	24
Article 21	HOLIDAYS	28
Article 22	EXCUSED LEAVE	28
Article 23	TRANSPORTATION EMERGENCY	29
Article 24	LEAVES WITHOUT PAY; LEAVES OF ABSENCE	29
Article 25	JURY DUTY AND MILITARY LEAVE	33
Article 26	ABSENCE - EXTRAORDINARY CIRCUMSTANCES	34
Article 27	RETIREMENT	34
Article 28	JOB ABANDONMENT	34
Article 29	WORKERS COMPENSATION	35
Article 30	HEALTH AND DENTAL INSURANCE	35
Article 31	OPTICAL/HEARING/PODIATRIC PLAN	39
Article 32	DISABILITY INSURANCE	40
Article 33	LIFE INSURANCE	40
Article 34	OVERTIME MEAL ALLOWANCE	40
Article 35	DISPLACEMENT/RECALL	41
Article 36	SEVERANCE UPON INVOLUNTARY SEPARATION	43
Article 37	BUSINESS TRAVEL & EXPENSE REIMBURSEMENT	43
Article 38	GRIEVANCE PROCEDURE	47
Article 39	PROBATIONARY PERIOD	51
Article 40	RESIGNATION AND DISCIPLINE	51
Article 41	UNION MEETINGS	60
Article 42	NOTIFICATION	61
Article 43	ORGANIZATIONAL MEMBERSHIP	61
Article 44	EDUCATIONAL ASSISTANCE PROGRAM	61
Article 45	DEFINITIONS	63

Article 46	PRE-TAX SPENDING ACCOUNT COMMUTATION	64
Article 47	IDENTIFICATION/ACCESS CARDS	65
Article 48	RETIREE DENTAL INSURANCE PREMIUMS	65
Article 49	SICK LEAVE AT HALF PAY	65
Article 50	VACATION LEAVE BUY-BACK	67
Article 51	PERSONAL CHECKING OR SAVINGS ACCOUNT	68
Article 52	PAYDAYS	68
Article 53	SICK LEAVE USE PROGRAM	69
Article 54	TIMESHEETS	72
Article 55	RETROACTIVITY	72
Article 56	SEPARABILITY	72
Article 57	APPROVAL OF THE LEGISLATURE	73

ARTICLE 2 - RECOGNITION OF BARGAINING UNIT

The Agency, pursuant to the certification of the Public Employment Relations Board, Certification No. C-4043, recognizes the Union as the sole and exclusive bargaining unit agent for all Agency employees included in the bargaining unit by said PERB Certification for the purpose of negotiating collectively under the Taylor Law. Those positions specifically excluded from the bargaining unit pursuant to the mutual agreement of the parties hereto as described in PERB Certification C-4043 are set forth in "Exhibit 1" hereof and specifically incorporated by reference herein.

ARTICLE 3 - DUES CHECK-OFF

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

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

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

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

forms of liability (monetary or otherwise) including, without limitation, reasonable legal costs.

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

ARTICLE 4 - UNION V-CAP DEDUCTIONS

A. During the life of this Agreement, the Agency agrees to deduct from the pay of each employee voluntary contributions to UAW V-CAP, provided that each such employee executes or has executed the "Authorization for Assignment and Checkoff of Contributions to UAW V-CAP" form; provided further, however, that the Agency will continue to deduct the voluntary contributions to UAW V-CAP from the pay of each employee for whom it has on file an unrevoked "Authorization for Assignment and Checkoff of Contributions to UAW V-CAP" form.

Deductions shall be made only in accordance with the provisions of and in the amounts designated in said "Authorizations for Assignment and Checkoff of Contributions to UAW V-CAP" form, together with the provisions of this Article of the Agreement.

A properly executed copy of the "Authorization for Assignment and Checkoff of Contributions to UAW V-CAP" form for each employee for whom voluntary contributions to UAW V-CAP are to be deducted hereunder, shall be delivered to the Agency before such deductions are made, except as to employees whose authorizations have heretofore been delivered. Deductions shall be made thereafter, only under the applicable "Authorization for Assignment and Checkoff of Contributions to UAW V-CAP" forms which have been properly executed and are in effect.

Deductions shall be made, pursuant to the forms received by the Agency, from the employees first union dues period in the first month following receipt of the checkoff

authorization card and shall continue until the checkoff authorization is revoked in writing.

The Agency agrees to remit said deductions promptly to UAW V-CAP, care of the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW). The Agency further agrees to furnish UAW V-CAP with the names of those employees for whom deductions have been made. The Agency further agrees to furnish UAW V-CAP with a monthly and year-to-date report of each employee's deductions. This information shall be furnished along with each remittance.

B. The Union shall indemnify, defend and save the Agency harmless against any and all claims, demands, suits, or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the Agency in complying with the provisions of this Article, provided that the Union shall control the defense of such claim, including the settlement thereof, choose counsel who the parties agree may represent both the Agency and the Union even if the Agency and the Union are not joined as parties. The Agency agrees to cooperate in any such defense provided the nature of the cooperation is reasonable. Notwithstanding anything to the contrary contained in this paragraph, in the event that the Union fails to provide such a defense as required by this paragraph for any reason whatsoever, the Agency shall have the right, upon reasonable notice to the Union, to hire its own counsel and take all necessary actions to dispose of any claims arising under this Article, all without the consent of the Union, and the Union agrees to indemnify and hold harmless the Agency from all reasonable costs 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 Agency and the Union agree that, except as otherwise provided in this Agreement, all benefits accruing under this Agreement shall be effective as of May 1, 2011. Each benefit of this Agreement shall be for a period commencing on the effective date of such benefit, as provided in this Agreement, and ending on April 30, 2021. In the event a new Agreement has not been signed by April 30, 2021, the terms of this Agreement shall remain in effect until a new Agreement has been signed.

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

ARTICLE 6 - NEGOTIATION COMMENCEMENT

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

ARTICLE 7 - COVERAGE OF AGREEMENT

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

ARTICLE 8 - ALTERATION OF AGREEMENT

No agreement, alteration, waiver or modification of any of the terms and conditions contained in this Agreement shall be made by any employee or group of employees with the Agency and in no case shall it be binding upon the Agency or the Union unless made and executed in writing. It is agreed and understood that this Agreement constitutes the complete understanding by the parties.

ARTICLE 9 - COMPLETE AGREEMENT

This Agreement represents the complete collective bargaining and full agreement by the parties in respect to rates of pay, wages, hours of employment and other conditions of employment not reserved to the Agency pursuant to Article 10 (Management Rights) hereof, or pursuant to applicable law. The Agency agrees, to the full extent required by law, to maintain all rates of pay, wages, hours of employment or other conditions of employment set forth in this Agreement and/or described in the SONYMA Personnel Manual as of the date of this Agreement unless modified by this Agreement; and/or any written agreement by and between the Agency and the Union which by its terms has not expired. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event a question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the parties, and no presumption or burden of proof shall arise in favor of or against any party by virtue of the authorship of any provision of the Agreement.

ARTICLE 10 - MANAGEMENT RIGHTS CLAUSE

Except as expressly limited by other provisions of this Agreement, all of the authority, rights and responsibilities possessed by the Agency are retained by it, including, but not limited to, the right to determine the mission, purposes, objectives and policies of the Agency; to determine the facilities, methods, means and number of personnel required for conduct of Agency programs; to administer the Agency's personnel system including the examination, selection, recruitment, hiring, appraisal, training, and probationary periods; to determine the amount of overtime to be worked and the assignment of such overtime, retention, promotion, assignment, layoffs, transfer of employment pursuant to law and payment of merit increases (both as to amount and eligibility); to direct, deploy and utilize the workforce including, without limitation, the Agency's unrestricted and unlimited continuation of the right to contract out work; to

establish specifications for each class of positions and to classify and reclassify and to allocate or reallocate new and existing positions in accordance with law and the terms of this Agreement; and to discipline or discharge employees in accordance with law and the provisions of this Agreement.

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

ARTICLE 11 - NO DISCRIMINATION

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

Claims of discrimination shall not be subject to review under the provisions of Article 38 of this Agreement (GRIEVANCE PROCEDURE).

ARTICLE 12 - SALARY AND PAY PLAN

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

- (1) 0% general wage increase in annual base salary for the year May 1,

2011 through April 30, 2012;

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

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

(4) 2.0% general wage increase in annual base salary effective May 1, 2014, retroactive for base wage to May 1, 2014, payable to current employees (employed as of the date of approval and ratification of the Agreement) who were in the bargaining unit on May 1, 2014, and otherwise meet the requirements of this Agreement. The retroactive increase in this 12.A(4) does not apply to anything other than base salary. Retirees who were employed from May 1, 2014 to April 30, 2015 will receive a payment of this increase for the period which they were employed. The retroactive increase will be paid within thirty (30) days following approval and ratification of the Agreement;

(5) 2.0% general wage increase in annual base salary effective May 1, 2015, retroactive for base wage to May 1, 2015, payable to current employees (employed as of the date of approval and ratification of the Agreement) who were in the bargaining unit on May 1, 2015, and otherwise meet the requirements of this Agreement. The retroactive increase in this 12.A(5) does not apply to anything other than base salary. Retirees who were employed from May 1, 2015 to April 30, 2016 will receive payment of this increase for the period which they were employed. The retroactive increase will be paid within thirty (30) days following approval and ratification of the Agreement;

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

2016;

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

2017;

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

2018;

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

2019;

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

2020.

B. Retention Payment

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

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

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

C. Downstate Adjustment

Eligible employees who are regularly assigned to work in New York City, Nassau, Rockland, Suffolk and Westchester will receive a Downstate Adjustment of \$3,026.

The payment will be prorated over the twenty-six (26) payroll cycles that the

employee is eligible. The amount will not be included as part of an employee's base salary.

D. The following definitions shall apply to this Article:

(1) The term "employee" shall mean regular salaried employees as that term is defined in Article 45 of this Agreement. Notwithstanding the preceding sentence, the term employees shall include regular salaried employees, otherwise eligible, temporarily working part-time, with any payments due such eligible employee pursuant to this Article pro-rated accordingly.

(2) The term "classification band" (sometimes referred to as "Bands"), as used in the Pay Plan and in this Article shall mean the grouping of SONYMA titles or positions in the Pay Plan for which there has been assigned a minimum and maximum annual base salary in accordance with the January, 1995 Classification Study prepared by the Agency ("Classification Study").

(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 paragraphs A.2. - A.10. above.

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

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

receive a pro-rata share of the quarterly payment due for the quarter during which the payment would have been payable based on the date of termination.

E. Except as otherwise provided in this Article, the SONYMA Pay Plan ("Pay Plan"), a copy of which is attached hereto as "Exhibit 2", and specifically incorporated by reference herein, shall be effective May 1, 2007. Except as specifically provided to the contrary in the side letter executed herewith, all employees in the bargaining unit on the date of each scheduled increase set forth in Paragraph A. above shall be paid in accordance with the Pay Plan. The parties agree that the base annual 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 arithmetical errors.

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

(a) Effective May 1, 1995, 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 letters set forth in Exhibits 3 and 4 herein.

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

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

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

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

(4) Neither the aforesaid reservation of rights, nor anything to the contrary contained in this Article 12 or the Pay Plan, shall be construed as a limitation on rights reserved to the Agency in the Management Rights Clause set forth in Article 10 of this Agreement, including without limitation to the foregoing, the right to unilaterally: establish the annual base salary for new employees hired by the Agency and for new titles or positions created by the Agency; establish a new annual base salary for a promoted employee within the employee's current classification band; establish a new annual base salary for a promoted employee and to reassign the employee to a higher classification band; establish a new annual base salary for an employee in connection with the transfer of such employee to another position or title or the assumption by the employee of new and/or additional duties and to reassign the employee to a higher classification band; and increase the annual base salary of an employee by the granting, in accordance with the limitations of this Article, of a merit increase.

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

as of the date of their separation from service. Copies of the Pay Plan, as revised, shall be provided to the Union not less than quarterly.

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

F. Except as expressly provided in paragraph G bellow, 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 substitute thereof, the affected employee shall be paid a single one-time non-recurring Off Base Cash Payment equal to one (1) year's cash equivalent of said general wage increase based on the affected eligible employee's annual base salary as of the date of the general wage increase, or the portion of said general wage increase that causes the affected employee's annual base salary to exceed the maximum of the applicable classification band. Said Off Base Cash Payment shall be pro-rated over a one (1) year period commencing with the effective date of the general wage increase and paid in four (4) equal quarterly installments. An otherwise eligible employee must be a regular salaried employee of the Agency on the date a quarterly payment is due in order to be eligible for such payment provided, however, any employee whose employment terminates during said one (1) year period shall receive a pro-rata share of the quarterly payment due for the quarter during which the payment would have been payable based on the date of termination. By way of example, and not limitation, 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). The contract provides for a general wage increase of 5% on January 1, 2000. Eligible

Employee "A" receives a single, one-time non-recurring Off Base Cash Payment" of \$1,000 which the Agency will pay in four (4) quarterly installments of \$250 each to Employee "A" commencing on January 1, 2000 and terminating December 31, 2000, provided eligible Employee "A" is employed by the Agency on the date the quarterly payment is due. In the event Employee "A" resigns on November 1, 2000, the final \$250 payment due for the period October through December would be pro-rated.

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

ARTICLE 13 - DEFERRED COMPENSATION PLAN

To the extent permitted by law, the Agency agrees to continue, and employees are entitled to participate in, the existing Deferred Compensation Plan, under which an employee may currently elect to have a portion of his/her annual gross salary withheld on a pre-tax basis up to the maximum permitted by law. Notwithstanding anything to the contrary in this Article, this Article shall be administered in accordance with all laws governing deferred compensation plans, and, in the event of any inconsistency between the terms of such laws and the terms of this Article, such laws shall be controlling.

ARTICLE 14 - OVERTIME

A. Overtime work performed by eligible employees beyond the regularly scheduled work hours must be pre-authorized and pre-approved by the appropriate

Senior Vice President of the Agency or the Chief Operating Officer. All eligible employees in titles listed in Bands I-V of the SONYMA Pay Plan, a copy of which is attached hereto as "Exhibit 2" and specifically incorporated by reference herein, shall be eligible for overtime.

B. Compensation for overtime is payable at the employee's straight time pay rate up to 40 hours actually worked; over 40 hours actually worked, overtime shall be compensated by the Agency at one and one half times (1-1/2X) the employee's regular pay rate.

C. Saturday and Sunday overtime shall be compensated at one and six tenths times (1.6X) the employee's straight time pay rate. By way of example, if the employee's hourly rate of pay is \$10.00 per hour, then the overtime rate would be \$16.00 per hour ($\$10.00 \times 1.6 = \16.00). Holiday overtime is compensated at seven and one-half (7 ½) hours plus an additional seven and one-half (7 ½) hours, or time worked, unless the Agency allows the holiday to be substituted for another day off by the employee, in which case the holiday shall be treated as an ordinary work day on the time sheet.

ARTICLE 15 - COMPENSATORY TIME

A. Employees not entitled to overtime under this Agreement shall be entitled to compensatory time only when an employee is mandated to work on Holidays or weekends, and is specifically working on SONYMA conferences, workshops, or exhibits or is inspecting or auditing a specific project. Seminars are not eligible for compensatory time.

B. Prior approval for compensatory time must be approved by memo from the department head and Director of Human Resources. Compensatory time is allowed up to seven and one-half (7 ½) hours per day. The approval memo must be sent by the employee to the Human Resources Department and must include the day(s) worked.

The employee must use the compensatory time within two (2) pay periods of the time worked, or such time shall be lost.

ARTICLE 16 - HOURS OF WORK

A. The Agency's regular work hours shall be Monday through Friday from 9:00 a.m. to 5:00 p.m. with a total of one hour for lunch and breaks, provided, however, that existing established deviations in starting and ending times may be continued. The normal workweek shall be 37 1/2 hours. The normal workday shall be 7 1/2 hours.

B. At the request of the employee, variations from this schedule shall be permitted at the discretion of the Agency and subject to all limitations and requirements concerning the granting of limited flextime schedules hereinafter set forth at paragraph C of this Article.

C. Limited flextime is a system that allows employees the opportunity to request varying starting and finishing work time schedules surrounding regular hours. The object of limited flextime is to allow for certain special needs of parenting, for health and for other related purposes. These objectives must always take into consideration the Agency's needs, which must at all times come first.

D. Limited flextime schedules can be arranged between supervisors and employees when the following rules are complied with. All limited flextime must conform to the Agency's standard 37 1/2 hour workweek schedule. Flextime requests must:

- (1) be in written form and requested in a formal memorandum or a form provided by the Agency to the immediate supervisor; and
- (2) be for a maximum time of one (1) calendar year; and
- (3) have the approval of the immediate supervisor as well as that of the Vice President of the respective unit and the Director of Human Resources.

E. Limited flextime schedules will only be approved after each supervisor, Vice President, and the Director of Human Resources are satisfied that Agency services are

adequately being attended during normal Agency work hours (9:00 a.m. - 5:00 p.m.), Monday through Friday.

F. All employees who are approved for limited flextime must take at least one half hour lunch every workday. Flextime arrangements shall never violate the minimum lunch-break.

The Agency reserves the right to cancel either temporarily or permanently any approved limited flextime schedule should it become necessary to its interest, its operations and the services it must provide as a public corporate body.

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

The Union and the Agency agree that, effective May 1, 2005, any employee taking smoke breaks hereunder shall be deemed to be on a limited flextime schedule by the Agency and shall be required to logon to the computer assigned to him or her by the Agency and personally execute the e-mail (or electronic equivalent) procedure established by the Agency for the purpose of confirming the employee's arrival and

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

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

ARTICLE 17 - SICK LEAVE

A. Effective May 24, 2001, each employee shall receive an Annual Sick Leave allowance of three hours and forty-five minutes (3:45) per pay period.

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

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

writing by the Human Resources Department of employee(s) who may be potential abusers of the policy and in need of counseling.

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

E. Regular employees may accrue an unlimited amount of unused sick leave during their employment with the Agency. Unused sick leave balances are not payable at an employee's termination.

F. The Annual Sick Leave allowance may be utilized by the employee for the employee's own illness. Effective May 1, 2001, an employee shall be allowed to charge absence from work in the event of death or illness in the employee's immediate family against accrued sick leave credits up to a maximum of fifteen (15) days in any one calendar year. Request for leave for family illness shall be subject to approval of the appropriate Agency executive; such approval shall not be unreasonably withheld.

G. Effective May 1, 2001, an employee must be in pay status at least seven (7) full days in the pay period to be entitled under this Article to receive the leave accrual amount provided for in paragraph A hereof.

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

ARTICLE 18 - PERSONAL LEAVE

A. Employees Hired on or after May 24, 2001. Effective May 24, 2001, there shall be 37 ½ hours (5 days) of personal leave granted to each employee hired on or after May 24, 2001 at the commencement of the employee's employment with the Agency and thereafter on the employee's anniversary date.

B. Employees Hired on or after January 1, 1984 but before May 24, 2001. Employees hired on or after January 1, 1984 but before May 24, 2001 shall receive on

January 1, 2002 a pro-rated number of personal leave hours equating to the portion of the year between January 1, 2002 and the employee's 2002 anniversary date. On the employee's 2002 anniversary date, and on every anniversary date thereafter, the employee will receive 37 ½ hours (5 days) of personal leave.

Example:

- The employee has an anniversary date of 4/20 in 2002;
- The number of days between 1/1/2002 and 4/20/2002 is 110;
- $110/365 = .30137$;
- $37\ 1/2$ hours (a full year's accrual amt) $\times .30137 = 11.3$ hours;
- The employee will accrue 11.5 hours of personal leave on 1/1/2002 (the result is rounded up to the nearest quarter hour);
- On 4/20/2002, and on every 4/20 thereafter, the employee will accrue 37 1/2 hours of personal leave.

C. Employees Hired prior to January 1, 1984. Effective May 24, 2001, employees hired prior to January 1, 1984 shall accrue a pro-rated number of personal leave hours equating to the portion of the year between May 24, 2001 and the employee's next anniversary date. On said anniversary date, and on every anniversary date thereafter, the employee will accrue 37 1/2 hours (5 days) of personal leave.

Example:

- The employee has an anniversary date of 6/12 in 2001;
- The number of days between 5/24/2001 and 6/12/2001 is 20;
- $20/365 = .05479$;
- $37\ 1/2$ hrs. (a full year's accrual amt) $\times .05479 = 2.05$ hours;
- The employee will accrue 2.25 hours of personal leave on 5/24/2001 (the result is rounded up to the nearest quarter hour);
- On 6/12/2001, and on every 6/12 thereafter, the employee will accrue 37 1/2 hours of personal leave.

D. Personal leave is intended for use in absences due to medical and dental appointments, marriage, religious holidays, moving or other personal matters that cannot be scheduled after regularly scheduled working hours. 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 20 of this Agreement. Except in emergencies, advance approval of five (5) days is required. Personal leave may be taken in quarter hours.

ARTICLE 19 - BEREAVEMENT LEAVE

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

ARTICLE 20 - VACATION LEAVE

A. The Agency encourages employees to take an annual leave of at least one week (5 annual days) of vacation per year (on a consecutive day basis).

B. Annual leave for all employees on staff as of December 31, 1983 accrues at the rate of one day per pay period, for a total of twenty-six (26) days per year. The cumulative ceiling for accrued annual leave is 50 days.

C. Effective May 24, 2001, Agency employees shall accrue vacation leave in accordance with the following:

(1) Effective May 24, 2001, employees hired on or after May 24, 2001, shall accrue vacation leave as follows:

1st year (3:45 hours every pay period) +1 day on 1st anniversary date;
2nd year (3:45 hours every pay period) +2 days on 2nd anniversary date;
3rd year (3:45 hours every pay period) +3 days on 3rd anniversary date;
4th year (3:45 hours every pay period) +4 days on 4th anniversary date;
5th year (3:45 hours every pay period) +5 days on 5th anniversary date;
6th year (3:45 hours every pay period) +6 days on 6th anniversary date;
7th year (3:45 hours every pay period) +7 days on 7th anniversary date;

8th year & beyond (5:45 hours every pay period)+ 1/4 hour on the last pay periods in June and December of each year.

(2) Notwithstanding anything to the contrary contained in this Agreement, effective May 24, 2001, current SONYMA employees hired before May 24, 2001, with six (6) or more years of service will accrue vacation leave at the rate of 5:45 hours per pay period (with an additional 1/4 hour on the last pay periods in June and December of each year). SONYMA employees hired prior to January 1, 1984 will receive one additional day of annual leave (7 1/2 hours) on every anniversary date. Employees covered by this subparagraph shall not be eligible to receive the days hereinafter set forth at subparagraph (3) of this paragraph (C).

(3) Effective May 24, 2001, current SONYMA employees, hired before May 24, 2001, with fewer than 6 years of service, will accrue annual leave at the applicable New Accrual Rate set forth in the following table. On his or her 6th anniversary, the employee shall commence accruing annual leave at the rate of 5:45 hours per pay period (with an additional 1/4 hour on the last pay periods in June and December of each year). Employees covered by subparagraph (2) shall not be eligible to receive the days hereinafter set forth in this subparagraph (3) of paragraph (C).

<u>Years of Service</u> <u>On May 24, 2001</u>	<u>New Accrual Rate</u> <u>Hours : Minutes</u>
Less than 1 year	4:21
1 year, but less than 2 years	4:38
2 years, but less than 3 years	4:55
3 years, but less than 4 years	5:12
4 years, but less than 5 years	5:29
5 years, but less than 6 years	5:46

(4) The Agency agrees to grant to employees hired on or after May 24, 2001, who have 15 or more years of continuous State and/or Agency service, and who are entitled to earn and accumulate vacation credits, additional vacation credit as follows:

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

15 to 19	1 day
20 to 24	2 days
25 to 29	3 days
30 to 34	4 days
35 or more	5 days

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

Any employee hired on or after May 24, 2001 who completes fifteen (15) years of continuous State and/or Agency service shall be credited with additional vacation on that date in accordance with the schedule of additional vacation credit set forth above and upon the completion of each additional twelve (12) months of continuous State and/or Agency service.

D. The employee must obtain approval for vacation, using the Leave Request Form at least one week (5 days) prior to the date of the projected vacation. The approval of the supervisor and the appropriate senior officer is required, after which the form is forwarded to Human Resources. In the case of emergencies, the employee may be exempted from this advance approval requirement.

E. The employee may use annual leave to observe special or religious holidays.

F. The employee may request approved vacation to be paid in advance. In order to receive a vacation advance, the employee must: (1) have the amount of time

requested available on the books as accrued annual leave; and (2) submit the request in writing to his/her supervisor at least four (4) weeks before the scheduled vacation.

G. Negative leave balances by employees shall not be permitted.

H. On the approval of senior management, accrued leave from prior government employment in New York State may be credited to the leave balance of new SONYMA employees, only when the amount of the leave is verified in writing by the former employer.

I. Effective August 15, 1991 individuals transferring into SONYMA from continuous state service governed by the New York State Civil Service Attendance and Leave Rules, or from a comparable or quasi-state agency will be given the anniversary date commensurate with their total state service and will be eligible to accrue and use Vacation (Annual) Leave based on that date.

J. An employee may not take more than three (3) consecutive weeks of Annual Leave at one time. Exceptions to this general rule are considered by the Agency on a case-by-case basis.

K. Effective May 1, 2001, an employee must be in pay status at least seven (7) full days in a pay period to be entitled under this Article to accrue the applicable leave accrual amount provided for in paragraphs B and C hereof.

L. Effective May 1, 2001, an employee must be employed by the Agency at least 6 months before being eligible to utilize vacation leave accrued by the employee pursuant to this Article.

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

ARTICLE 21 - HOLIDAYS

A. The Agency will observe the following holidays:

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

B. An employee not entitled to overtime shall be entitled to compensatory time off for holidays worked during the term of this Agreement (Holiday Leave).

C. Generally, when a recognized Agency holiday falls on a Saturday, the preceding Friday will be celebrated. When a holiday falls on a Sunday, the following Monday shall be celebrated.

ARTICLE 22 - EXCUSED LEAVE

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

ARTICLE 23 - TRANSPORTATION EMERGENCY

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

ARTICLE 24 - LEAVES WITHOUT PAY; LEAVE OF ABSENCE

A. Limitation on Leave. An employee may not take more than a total of four (4) months leave, or combinations of leave, of any kind, in any twelve (12) month period with the sole exception of child-care leave set forth in section C of this Article. An employee taking child-care leave may not take more than a total of seven (7) months leave, or combinations of leave of any kind, in any twelve (12) month period, of which no more than a total of four (4) months leave may be for anything other than child-care leave. To the extent allowed by law, all leave provided by the Agency, whether paid or unpaid, is to be considered leave provided by the Family and Medical Leave Act and shall be taken concurrently with any Family and Medical Leave Act leave so that the maximum leave allowances of four (4) or seven (7) months as hereinabove described in this paragraph A above are not exceeded. The Agency agrees to continue to make health insurance contributions in accordance with the terms of this Agreement during all periods an employee is on authorized leave pursuant to this Article.

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

- (a) Fails to report to work at the conclusion of the leave; or
- (b) Refuses to accept the position offered by the Agency upon his/her return to work.

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

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

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

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

(4) Along with the fully completed disability leave of absence request form, the employee must provide medical documentation and support, confirming the existence of the disability; that the employee is temporarily completely unable to work; and an estimate of the date the employee will be able to return to work and perform his/her usual work. The Agency also reserves the right to have the employee examined by an Agency physician;

(5) The employee shall not be totally disabled. In the event that the employee becomes totally disabled while on disability leave of absence, said leave shall automatically terminate on the date of total disability.

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

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

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

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

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

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

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

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

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

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

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

(3) An employee seeking leave due to the serious health condition of the employee, the employee's spouse, domestic partner (as defined in paragraph 7 below),

child (including adopted child) or parent should complete a physician's statement a copy of which is available at the Human Resources Department.

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

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

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

(7) Effective May 1, 2008, the Agency shall extend the equivalent of this FMLA leave to Certified Domestic Partners of eligible employees who qualify under the eligibility and other requirements and rules and regulations issued currently and from time to time by the State Department of Civil Service or similar State authority concerning eligibility of domestic partners for health and dental insurance benefits.

ARTICLE 25 - JURY DUTY AND MILITARY LEAVE

A. 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. Except for travel expenses, payment from the Court shall not be requested by the employee, but if made shall be endorsed by the employee over to the Agency. Notwithstanding anything to the contrary contained in this Article 25 paragraph A, in order to be entitled to excused time with pay for jury duty as

provided in this Article, upon completion of jury service and an employee's return to work, the employee must timely provide the Agency with written verification from an authorized representative of the court system in a form reasonably satisfactory to the Agency verifying the period of jury duty actually served by the employee.

B. Military Duty. Members of the U.S. Armed Forces Reserves or National Guard may, upon submission of documentation of service, be granted annual training leave with pay for a maximum of thirty (30) days. When on leave for active duty, the employee may elect to receive a pay advance not to exceed thirty (30) days. Leave accruals shall not be affected by this absence.

ARTICLE 26 - 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 27 – RETIREMENT

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

ARTICLE 28 - JOB ABANDONMENT

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

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

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

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

ARTICLE 29 - WORKER'S COMPENSATION

A. Under the State Worker's Compensation requirement, the Agency agrees to continue to maintain in full force and effect at all times during the term of this Agreement the worker's compensation insurance coverage for Agency employees (both as to coverage and amount) in effect as of the date of this Agreement.

B. All injuries sustained during the performance of the job must be promptly reported to the Human Resources Department. Said worker's compensation insurance is effective on the date of the commencement of employment.

ARTICLE 30 - HEALTH AND DENTAL INSURANCE

A. The Agency agrees to maintain and continue the existing health and dental insurance coverage currently provided in accordance with the provisions of the SONYMA Personnel Manual, and the practice thereunder. In the event that the providers of health insurance plans or the plans themselves offered to State employees to which plan(s) the Agency now subscribes is modified by the State, the Agency will continue to participate in that program, as modified, and to provide the employees with

the available benefits. Notwithstanding anything to the contrary contained in the SONYMA Personnel Manual, effective May 1, 2001, a new full-time employee shall be eligible for the health and dental insurance coverage provided for in this Article 30 thirty (30) days following the commencement of employment.

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

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

prescription drug coverage under each participating HMO. For employees opting for State-offered Health Maintenance Organization Coverage (HMO), effective May 1, 2017, the Agency will pay 93 percent of the cost of individual coverage and 84 percent of the cost of dependent coverage toward the hospital/medical/mental health and substance abuse component of each HMO, not to exceed 100 percent of its dollar contribution for those components under the Empire Plan, and the Agency will pay 93 percent of the cost of individual prescription drug coverage and 84 percent of dependent prescription drug coverage under each participating HMO. Effective May 1, 2018, the Agency will pay 92 percent of the cost of individual coverage and 81 percent of the cost of dependent coverage toward the hospital/medical/mental health and substance abuse component of each HMO, not to exceed 100 percent of its dollar contribution for those components under the Empire Plan, and the Agency will pay 92 percent of the cost of individual prescription drug coverage and 81 percent of dependent prescription drug coverage under each participating HMO. Effective May 1, 2019, the Agency will pay 91 percent of the cost of individual coverage and 78 percent of the cost of dependent coverage toward the hospital/medical/mental health and substance abuse component of each HMO, not to exceed 100 percent of its dollar contribution for those components under the Empire Plan, and the Agency will pay 91 percent of the cost of individual prescription drug coverage and 78 percent of dependent prescription drug coverage under each participating HMO. Effective May 1, 2020, the Agency will pay 90 percent of the cost of individual coverage and 75 percent of the cost of dependent coverage toward the hospital/medical/mental health and substance abuse component of each HMO, not to exceed 100 percent of its dollar contribution for those components under the Empire Plan, and the Agency will pay 75 percent of the cost of individual prescription drug coverage and 69 percent of dependent prescription drug coverage under each participating HMO.

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

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

(v) For those Employees hired after the ratification of this Agreement opting for the State-offered Health Maintenance Organization Coverage (HMO), the Agency will pay 90 percent of the cost of individual coverage and 75 percent of the cost of dependent coverage toward the hospital/medical/mental health and substance abuse component of each HMO, not to exceed 100 percent of its dollar contribution for those components under the Empire Plan, and the Agency will pay 90 percent of the cost of individual prescription drug coverage and 75 percent of dependent prescription drug coverage under each participating HMO.

B) Employees who can demonstrate and attest to having other health coverage, may annually elect to opt-out of the plan offered by the Agency. Employees currently participating in individual coverage who choose not to enroll in individual coverage will

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

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

B. Commencing May 1, 2001, the Agency shall extend the health insurance coverage 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 and dental insurance benefits.

ARTICLE 31 - OPTICAL/HEARING/PODIATRIC PLAN

Effective May 1, 2005, the Agency shall reimburse each employee for optical (including, but not limited to, corrective laser procedures), hearing aid and podiatric expenses not otherwise covered by health insurance on the basis of valid receipts provided by the employee in the maximum aggregate amount of \$525 per family per contract year incurred by the employee for himself or herself and his or her dependants. Unused yearly balances may be carried by the employee for a maximum of two years (inclusive of the year when earned), and thereupon shall be lost. In no event shall any employee have entitlement to cash payment of unused balances accrued under this Article 31 upon separation from service.

For the purpose of this Article, valid receipts shall require either a true copy of a cancelled check (front and back), bank statement confirming the charge, a credit card

receipt, debit card receipt or a copy of a money order for the optical, hearing or podiatric expense to be reimbursed. It is understood and agreed by the parties that a receipt for cash payment for the optical, hearing or podiatric expense will not be acceptable for reimbursement of such expense by the Agency.

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

ARTICLE 32 - DISABILITY INSURANCE

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

ARTICLE 33 - LIFE INSURANCE

So long as the Agency is permitted to have its employees participate in the State Managerial/Confidential Life Insurance Plan, Agency employees shall be eligible to enroll in the State Life Insurance Plan, subject to the rules and regulations of such Plan. The premium rate shall be payable exclusively by the employee.

ARTICLE 34 - OVERTIME MEAL ALLOWANCE

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

- (1) At least nine (9) hours on a regular workday. Such employee shall receive

an overtime meal allowance of \$18.00; or

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

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

ARTICLE 35 - DISPLACEMENT/RECALL

The following shall be the procedure for determining order of layoff after an Agency determination to abolish positions as a result of economy, consolidation or abolition of functions, curtailment of activities or otherwise.

Upon the exercise of the Agency's managerial right to abolish positions and layoff employees, the following procedure shall be followed.

The Agency agrees to adhere to the following order of layoff procedure for eligible employees who are scheduled for separation from service by the Agency after a determination by the Agency to abolish their position(s) as a result of economy, consolidation or abolition of functions, curtailment of activities or otherwise.

A. Eligibility For Procedure. The procedure shall apply exclusively to employees in Bands I - IV of the Pay Plan attached hereto as "Exhibit 2". (Promoted employees in probationary periods are eligible in their prior non-probationary title) who are either:

- (1) Permanent regular salaried employees; or
- (2) Permanent regular salaried employees otherwise eligible temporarily working part-time;

B. Order Of Layoff Procedure. If an eligible employee's position is abolished by the Agency, the Agency shall afford to such eligible employee the opportunity to displace the least senior employee in the Agency in the same title for which the displacing employee possesses the required skills and qualifications as hereinafter defined to perform in such position. For the purpose of this Article, employees in the title Executive

Secretary, Administrative Assistant, Legal Secretary and Secretary (all in or below Band IV) shall be deemed to be in the title Secretary; Junior Bookkeeper and Bookkeeper (in or below Band IV) shall be deemed to be in the title Bookkeeper; Mail Clerk, Loan Reservation /Loan Status Clerk, Mortgage Clerk, Data Entry Clerk, Computer Input Clerk, Telemarketing Clerk, Clerk Typist, Receptionist, Senior Mail Clerk, Personnel Clerk, Senior Mortgage Clerk, Servicing Assistant and Purchase Order Clerk (all in or below Band IV) shall be deemed to be in the title Clerk; and Senior Loan Reviewer and Loan Reviewer (all in or below Band IV) shall be deemed to be in the title Loan Reviewer.

(1) In determining whether an employee possesses the necessary skills and qualifications, the Agency will consider the following factors: skills and expertise, education applicable to the job, and performance.

(2) In establishing seniority, length of service in the Agency, less any time that the employee was on leave without pay or other breaks in service without pay shall be applicable. In the event that the displacing employee is determined to possess the necessary skills and qualifications for the position, the displaced employee shall be laid off. The displacing employee shall continue to receive his/her same salary in the new position, but shall be in the salary band of the employee displaced, if said band is lower than that of the displacing employee. In the event that a displaced employee is determined to possess the necessary skills and qualifications for another position which the Agency has determined to fill, the displaced employee shall have the opportunity to fill that position.

C. Recall. In the event that an employee:

(1) has been separated from service as a result of the displacement procedure hereinabove described; and

(2) has not received an unsatisfactory performance rating during the two year period immediately preceding layoff; and

(3) has not been laid off for a period of more than twelve (12) months;

and

(4) has provided current telephone and address information to the

Agency;

the Agency shall give such displaced employee the opportunity to apply for another vacant position in the same title which the Agency has determined to fill and for which the employee possesses the necessary skills and qualifications to perform in such position as defined in B.(1) above. All other factors being equal among applicants, said displaced employee shall be selected by the Agency for the position.

ARTICLE 36 - SEVERANCE UPON INVOLUNTARY SEPARATION

Severance for permanent regular salaried employees involuntarily separated from employment with the Agency, other than those terminated during probation or for disciplinary reasons, shall receive the following severance payment commensurate with their time in service with the Agency:

<u>Service</u>	<u>Severance</u>
3 mos. to 6 mos.	None
6 mos. to 1 yr.	1 weeks pay
1 year +	2 weeks pay
2 years +	3 weeks pay
3 years +	4 weeks pay
4 years +	5 weeks pay
5 years +	6 weeks pay
6 years +	7 weeks pay
7 years or more	8 weeks pay

ARTICLE 37 - BUSINESS TRAVEL AND EXPENSE REIMBURSEMENT

A. Except as specifically modified by this Article 37, travel and transportation expenses shall be reimbursed by the Agency in accordance with the Rules and Regulations of the State Department of Audit and Control in effect as of April 1, 1994 and "General Policies and Procedures" set forth in the "State Of New York Mortgage

Agency Personnel Manual". In the event of any inconsistency between said documents and this Article, this Article 37 shall be controlling. In the event of any inconsistency between the Rules and Regulations of the State Department of Audit and Control in effect as of April 1, 1994 and "General Policies and Procedures" set forth in the "State Of New York Mortgage Agency Personnel Manual", the latter shall be controlling.

B. Employee Travel Expense Reimbursement. The Agency agrees to reimburse employees who incur expenses in connection with their employment at the Agency to the extent that such expenses are reasonable and necessary and meet the conditions set forth in this Article. Out-of-pocket travel expenses will be reimbursed, upon the prior written approval of the appropriate Vice President or his or her designee and by the submission of appropriate voucher forms, accompanied by the proper documentation (i.e., original itemized receipts or ticket stubs).

C. Travel Approval. In order to be entitled to travel expense reimbursement by the Agency, the employee must have obtained prior written approval for travel. The level of authority required for approving travel and related expenses is as follows:

(1) New York City - Appropriate vice president or his or her designee.

(2) All Travel Outside Of New York City - Authorization for all non local travel (outside of New York City) shall require the advance approval of the appropriate Senior Vice President or his or her designee and the President or his or her designee.

D. Travel Advances. Advances will be granted to employees for approved travel where expected cash outlays during a trip exceed \$25.00. Employees making consecutive business trips without returning to the Agency may request advances to cover all trips. A cash advance will be allowed for an employee in an amount to be determined at the time of travel. For a trip to Albany, the employee will be allowed a cash advance up to \$100. Cash advances will not be disbursed earlier than five (5) working days prior to a trip.

(1) Advances must be accounted for within ten (10) business days after completion of travel by submission of a properly documented Expense Report.

(2) Documentation to be submitted with expense reports, upon return from the trip, include:

- i. Airline, railroad or bus tickets;
- ii. Toll receipts;
- iii. Parking receipts;
- iv. Taxi and/or Limo receipts;
- v. Lodging receipts;
- vi. Meal receipts;
- vii. Car rental receipts.

(3) An employee with an outstanding travel advance will not be issued another advance, unless the second request occurs within the ten day accounting period of the first advance.

(4) When an employee is leaving the Agency, it is the responsibility of the Department Head to notify Administrative Services to determine if there are any outstanding Travel Advances and/or Expense Reports. In cases where a final accounting of travel expenses has not been obtained, any outstanding advances (including train, airline, or rental car charged to the Agency) will be deducted from the employee's final paycheck.

E. Meals and Lodging. The Agency agrees to reimburse employees for the cost of reasonable and necessary lodging, meal and transportation expenses actually incurred while in Travel Status (as hereinafter defined) for official business purposes.

(1) Travel Status. Travel status entitling an employee to reimbursement for meals or personal phone calls ("Travel Status") shall be defined as Agency approved travel outside of the City (New York City consists of all five boroughs). Travel Status commences upon departure on the trip from either the employee's home or office, as the case may be, and concludes upon return to either the employee's home or office. An employee is in Travel Status throughout the interim period except that Travel Status

shall not include any period of time during which the employee detours from the Agency's business.

(2) Employees who are in Travel Status are allowed a maximum of \$55.00 per day for meals. Maximum reimbursement will be allowed only with respect to any days when the employee is in Travel Status before 8:00 a.m. and after 7:00 p.m. ("Full Day" travel).

(3) For any Travel Status periods that are not included within a Full Day (partial day periods) the maximum allowance per meal shall be as follows:

Breakfast:	Up to \$10.00 if the employee is in travel status before 8:00 a.m.
Lunch:	Up to \$15.00 if the employee is in travel status from 11:00 a.m. to 2:00 p.m.
Dinner:	Up to \$30.00 if the employee is in travel status after 7:00 p.m.

(4) Actual lodging costs for employees in Travel Status will be paid on the submission of receipted bills by employees.

(5) Personal Telephone Calls. Employees in overnight Travel Status shall be entitled to reimbursement for personal phone calls up to a maximum of \$13.00 per night.

F. Taxi and Car Service. The Agency agrees to reimburse employees, on the basis of a receipt, for taxi expense incurred in the performance of their official duties. Car service should be used only in the circumstances where taxis are not available or not cost effective. Taxi cabs or car service may be used for transportation to the employee's home when working after 8:00 p.m.

G. Mileage Allowance. Effective May 1, 1999, the mileage allowance rate shall be the federal rate published periodically by the Internal Revenue Service.

ARTICLE 38 - GRIEVANCE PROCEDURE

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

B. Coverage and Representation.

(1) Every employee covered by this Agreement shall have the right to present a grievance utilizing the procedure described in this Article free from fear of discrimination or reprisal.

(2) The Union shall have the exclusive right to represent any covered employee, upon his or her request, at any stage of the grievance procedure, provided, however, an individual employee may represent himself or herself only in the processing of a grievance at the First and Second Stages of this Grievance Procedure.

(3) Only the Union shall have the right to initiate a grievance which involves more than one employee, which shall be initiated at the First Stage.

(4) The Agency shall have the right to initiate contract grievances against the Union at the Third Stage of the Grievance Procedure. If the matter is not resolved, the Agency may proceed to arbitration.

C. Grievance Steps. Prior to initiating a formal written grievance pursuant to this Article, an employee or the Union is encouraged to informally resolve disputes subject to this Article with the appropriate immediate supervisor.

(1) First Stage. The First Stage shall consist of the employee's presentation of a short, plain written statement of the grievance on a form provided by the Union and delivered to the appropriate Vice President not later than forty-five (45) calendar days after the date on which the act or omission giving rise to the grievance

occurred or, the date the employee first knew or should have known of its occurrence. The appropriate Vice President or designated representative shall meet with the employee and the Union, and shall issue a short, plain written statement of reasons for his or her decision to the employee and the Union not later than ten (10) working days following receipt of the grievance. No transcript of any such presentation or discussion shall be made. Group grievances shall be presented in the first instance at the First Stage.

(2) Second Stage. If a grievance is not satisfactorily settled at the First Stage, the employee may request a review and determination thereof by the Agency President or his or her designated representative within ten (10) working days of receipt of the First Stage determination. Such request shall be made in writing and filed with the Agency Director of Human Resources within said ten (10) working days. The Agency President or his or her designated representative shall meet with the employee and the Union for a review of the grievance and shall issue a short, plain written statement of reasons for his or her determination to the employee and the Union not later than twenty-eight (28) working days following receipt of the Second Stage grievance.

(3) 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 meet and confer with the Agency President or his or her designated representative in an attempt to resolve the dispute.

(4) Fourth Stage. In the event a grievance is not disposed of at the Third Stage, it may be referred by either the Union or the Agency to arbitration pursuant to CPLR Article 75 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 party in the manner set forth in this Article. The arbitration shall be before an impartial arbitrator obtained from a panel of arbitrators whose names are maintained by the Public Employment Relations Board.

(a) The demand for arbitration shall identify the specific provision of the Agreement alleged to have been violated; provide a short, concise statement of the grievance; identify the employee or employees covered by the grievance; set forth the remedy sought; and provide any further information required by CPLR Article 75. The method of selection of the arbitrator from the panel for a particular case shall be by agreement of the parties or, failing agreement, by the procedures then in effect for such selection by the New York Public Employment Relations Board.

(b) The parties agree that the arbitrator shall have no power to add to, to subtract from or to modify the provisions of this Agreement. The arbitrator shall confine his or her decision and award solely to the application and/or interpretation of this Agreement. The arbitrator shall confine himself or herself to the precise issue or issues submitted to him or her.

(c) Hearings shall be conducted in accordance with the requirements of CPLR Article 75 and any current written rules and procedures governing grievance arbitration issued by the Public Employment Relations Board. The decision of the arbitrator shall be final and binding and otherwise in compliance with the requirements of CPLR Article 75.

D. Procedures Applicable to Contract Grievance Steps.

(1) No transcript is required at any Stage. However, either party may at its own expense obtain a transcript at arbitration and shall furnish a copy to the arbitrator and the other party, provided the other party agrees to pay its pro rata share of the cost of the transcript.

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

grievance unless such time limit is waived by mutual agreement between the Agency and the Union.

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

(4) A settlement shall constitute precedent only if the President of the Union and the Agency President agree in writing that such settlement shall have such effect.

(5) All fees and expenses of the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case.

(6) All contract grievances, appeals, and responses shall be sufficient if submitted by personal service or regular mail. Demands shall be served by personal service, United States registered or certified mail, return receipt requested, and otherwise in accordance with CPLR Article 75. All time limits set forth in this Article shall be measured from the date of receipt.

(7) For the purpose of this Article, working days shall mean Monday through Friday, excluding holidays.

ARTICLE 39 - PROBATIONARY PERIOD

All new employees shall serve a ninety (90) day probationary period during which the employee may be discharged, with or without cause, and shall not have the right to

challenge that discharge under the applicable provisions of this Agreement. The Agency shall have the right to extend such probationary period, in its sole discretion, for a period of an additional thirty (30) days. An employee must be employed by the Agency for at least six (6) months before the employee can apply for a posted vacancy.

ARTICLE 40 - RESIGNATION AND DISCIPLINE

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

I. Employee Rights.

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

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

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

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

E. In all disciplinary proceedings, the employee shall be presumed innocent until proven guilty, and the burden of proof on all matters shall rest upon the employer. Such

burden of proof, even in serious matters which might constitute a crime, shall be a fair preponderance of the evidence on the record and shall in no case require proof beyond a reasonable doubt.

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

Reassignment to other responsibilities, close supervision or like measures pending disposition of disciplinary charges effectuated by the Agency for good faith reasons shall not be considered to violate this paragraph.

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

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

II. Resignation.

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

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

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

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

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

(5) An employee has the right to representation at every step of the grievance procedure; and

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

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

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

III. Disciplinary Procedure.

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

B. Any act which may be performed by the President under this Article 40 may be performed by a designee of the President, which designation shall be in writing and a copy of which shall be provided to the Union in the same manner as set forth below for advising the Union of service of a notice of discipline. Such designee may be an employee of the Agency, but shall (to the extent possible) not be the direct supervisor of the employee sought to be disciplined, nor (to the extent possible) shall such designee have any personal involvement in the acts leading to the notice of discipline.

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

have the right to have such determination reviewed by the original arbitrator solely for a determination of whether the alleged conduct actually occurred.

D. Notice of such discipline shall be made in writing and served upon the employee by registered or certified mail at the home address of the employee or by personal delivery at such address or such other place as the employee may be found. The notice shall specify the reason for disciplinary action, including a brief statement of the conduct forming the basis of the disciplinary action and the proposed penalty.

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

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

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

(1) An employee has a right to object to a notice of discipline by filing a grievance within the time limits applicable to the employee specified in this Article 40.

(2) The grievance procedure provides for a hearing.

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

(4) If an employee timely files and prosecutes a grievance, no penalty can be implemented until a determination has been rendered at the final step of the procedure. A copy of this Article will be supplied to an employee upon request made to the Agency's Director of Human Resources.

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

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

J. Procedure For Employees in Bands I - V (Or Their Successors) Only. The following procedure set forth in this paragraph J shall apply only to disciplinary actions brought against employees holding titles or positions set forth in Bands I-V of the Pay Plan attached hereto as "Exhibit 2".

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

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

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

(4) Disciplinary arbitrators shall confine themselves to determinations of just cause for the disciplinary action. Disciplinary arbitrators shall not add to, subtract from, nor modify the provisions of this Agreement. The disciplinary arbitrator's decision shall be final and binding upon the parties, and the disciplinary arbitrator may approve, disapprove or take any other appropriate action warranted under the circumstances, including, but not limited to, ordering reinstatement and back pay for all or part of any period of suspension. If the disciplinary arbitrator, upon review, finds probable cause for the suspension, he or she may consider such suspension in determining the penalty to be imposed. The disciplinary arbitrator is not restricted by the limits on penalties which may be proposed by the Agency. He or she shall have full authority, if the remedy proposed by the Agency is found to be inappropriate, to devise an appropriate remedy including an increase or decrease in the penalty sought by the Agency, but limited to a penalty which the Agency could have proposed.

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

(6) The disciplinary arbitrator shall be selected in accordance with the arbitration provision of the Grievance Procedure.

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

The following procedure set forth in this paragraph K shall apply only to disciplinary actions brought against employees holding titles or positions set forth in salary bands other than Bands I-V of the Pay Plan attached hereto as "Exhibit 2".

(1) The notice of discipline may be the subject of a hearing before a hearing officer, , 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 non-binding recommendation to the President/CEO shall be rendered by the hearing officer within five (5) working days of such hearing. Such non-binding recommendation of such hearing officer shall be forthwith forwarded to the President/CEO; a copy served on the employee in accordance with paragraph D hereof; and the Union shall be notified in accordance with paragraph E hereof.

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

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

K (1) hereof. Such hearing shall be held within ten (10) working days of the request. In the event that the employee fails to timely request the paragraph K (1) hearing within five (5) working days, the decision of the Chief Operating Officer or his/her designee shall be final and binding.

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

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

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

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

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

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

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

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

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

R. Hearing officers and disciplinary arbitrators for proceedings held pursuant to this Article 40 for the term of this Agreement shall be Robert Douglas, Deborah Gaines and Jay Nadlebach who shall serve on a rotating basis.

IV. Applicability.

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

ARTICLE 41 - UNION MEETINGS

A. The Agency agrees that meetings of the Union may be held during normal business hours; such meetings are not to exceed a total of twelve (12) hours per contract year and shall not be held prior to 2:30 p.m. for a two (2) hour meeting and 3:30 for a one (1) hour meeting.

B. Four officers of the SONYMA Unit of the Union, who shall be designated by the Union in writing for the term of the agreement may meet whenever necessary during business hours, however, such meetings shall not affect the normal functions of the business of the Agency.

C. A representative of the Union may attend all officers' meetings and negotiations with the Agency and he or she shall be free to consult, from time to time and as need arises, with individual officers and members of the Union, provided, however, such meetings or consultations shall not affect the normal functions of the business of the Agency.

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

ARTICLE 42 - NOTIFICATION

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

B. The Agency, at its expense, shall furnish the Union on at least a monthly basis, information showing the name, address, title, department, date of hire, classification and salary of all new bargaining unit employees. The Agency, in the same report, shall notify the Union of the termination from employment of any bargaining unit employee.

C. The Agency, at its expense, agrees to furnish the International Union with the information requested in the letter attached hereto as "Exhibit 5" and specifically incorporated by reference herein with respect to all new bargaining unit employees.

ARTICLE 43 - ORGANIZATIONAL MEMBERSHIP

Membership expense in private clubs is not reimbursable. Professional fees and dues are reimbursable at the discretion and upon prior written approval of the appropriate Senior Vice President and the President. The items approved by the department head shall be processed by submitting a requisition form to the Comptroller.

ARTICLE 44 - EDUCATIONAL ASSISTANCE PROGRAM

A. In order to encourage Agency employees to broaden their educational background through participation in both job-related and general educational areas, the Agency shall continue to provide a tuition reimbursement program.

B. The Agency will reimburse employees for the following educational expenses (maximum of two semesters per year).

Job Related Course. Effective June 11, 2008, up to \$1,875 per semester inclusive of books and other course materials and fees or \$3750 per calendar year. Effective June 11, 2008, academic courses that are requirements for a matriculating course of study that result in a recognized degree will be deemed job related for

purposes of reimbursement maximum.

Non Job Related Course. Up to \$500 per semester inclusive of books and other course materials and fees or \$1,000 per calendar year. In order to be entitled to reimbursement for a non job related course, the non job related course must be related to the primary functions of the Agency or be academic in nature. 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 instructions (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.

C. To qualify for tuition reimbursement, the employee must:

(1) Submit a completed tuition reimbursement form approved by the department head to the Human Resources Department for pre-approval by the Director of Human Resources and the Chief Operating Officer for the course before the employee registers;

(2) Pass the course with a grade of A,B,C or pass;

(3) Have a receipt for the amount paid;

(4) Have taken the course at an accredited school or one licensed by the State of New York; and

(5) Have worked for the Agency for at least six months prior to the beginning of the class.

D. Procedures. The following procedures shall apply to all requests by employees for reimbursement under this Article:

(1) Prior To The Course. - The employee's supervisor must review and approve the Tuition Payment Request Form with the employee's work responsibilities in mind. A tuition payment request form is submitted by the employee to the department head in duplicate along with the documentation of course description and tuition costs. Both copies must then be approved by the department head and finally by the

President/CEO or his/her designee. One copy of the approved form is returned to the employee, and the other is retained in the personnel file until completion of course work.

(2) Upon Course Completion. - The employee shall submit the Tuition Payment Request Form, together with copies of final grades, to the President/CEO or his/her designee.

E. Coordination of Benefits. If the employee is eligible for scholarships, fellowships, governmental (GI Bill) or other financial assistance, he/she must take full advantage of such assistance. Agency benefits will coordinate with that portion of educational costs that are not covered by other aid.

F. Limitations. The following limitations shall apply to all requests by employees for reimbursement under this Article:

(1) Courses begun prior to employment by Agency will not be reimbursed.

(2) Courses not completed or completed with a grade below "C" or its equivalent will not be reimbursed.

(3) Reimbursement for courses not completed at the time of separation from the Agency or courses not completed because of the demands of the Agency's business will be judged by the Agency on the individual merits of the case.

(4) There will be no reimbursement for transportation or meals.

G. Agency Directed Education. If the Agency directs an employee to take a course to enhance the skills needed for his/her present position, the Agency will pay all necessary expenses directly, as they are incurred. The requirement of six months employment does not apply to Agency Directed Education.

ARTICLE 45 - DEFINITIONS

Regular Salaried Employees. - For the purposes of this Agreement, regular salaried employees shall mean an employee who works thirty-seven and one-half hours in a workweek on a regular basis. It shall not include temporary employment agency

employees, temporary employees used to cover employee leaves of not more than 60 days or the duration of the leave, whichever is longer, seasonal employees or interns. Except as specifically provided to the contrary herein, only regular salaried employees are eligible for the benefits provided for in this Agreement. For purposes of seniority, any temporary employee who becomes a regular salaried employee shall be deemed to have commenced employment with the Agency upon the start date of the temporary employment.

Permanent Employees. - For the purposes of this Agreement permanent employees shall mean regular salaried employees who have completed their probationary period.

ARTICLE 46 - PRE-TAX SPENDING ACCOUNT COMMUTATION

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

ARTICLE 47 - IDENTIFICATION/ACCESS CARDS

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

ARTICLE 48 - RETIREE DENTAL INSURANCE PREMIUMS

Effective May 1, 1999, the Agency agrees to make available to Agency retirees: a) retiring on or after May 1, 1999; or b) having already retired before May 1, 1999 who make application, in the manner required by the Agency and the insurance carrier, within 60 days of notification by the Agency that they are eligible for such coverage, dental insurance premium coverage at the sole cost and expense of the retiree.

ARTICLE 49 - SICK LEAVE AT HALF PAY

A. Effective May 1, 2001, the Agency will grant sick leave at half pay for personal illness to full time employees eligible for such leave in accordance with the following and subject to the following conditions:

(1) 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.

(2) The cumulative total of all sick leave at half pay granted to any employee during State and/or Agency service shall not exceed the greater of 90

calendar days (3 months) or one (1) payroll period for each completed six (6) months of State and/or Agency service.

(3) 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/CEO, for the first three (3) workdays following the day an employee has exhausted accrued credits.

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

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

B. Sick leave at half pay will not be granted, or shall be terminated, when the employee is determined to be permanently disabled and unable to perform the duties of his or her position. An employee shall not accrue vacation leave or sick leave while on sick leave at half pay.

C. 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 governing sick leave at half pay, which shall be specifically incorporated by reference herein.

D. The following additional terms and conditions shall apply to the employee's eligibility for benefits under this Article:

(1) The employee has been continuously employed by the Agency for at least one (1) year; and

(2) The employee is not currently in Excessive Sick Leave Use Status pursuant to Article 53 of this Agreement.

Any denial of benefits under this Article to an employee by the Agency based on a determination that the employee is ineligible for the benefits pursuant to this paragraph D shall be grievable, through and including arbitration.

E. Upon return from sick leave at half pay, the employee must present to the Human Resources Department written documentation, acceptable to the Agency, from the employee's physician stating that he/she is fully able to work. The employee shall not be permitted to return to work without such authorization. When the employee wishes to return from sick leave at half pay, the Agency shall place the employee in the position held by the employee prior to the leave of absence or in an equivalent position for which he/she is qualified.

ARTICLE 50 - VACATION LEAVE BUY-BACK

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

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

ARTICLE 51 - PERSONAL CHECKING OR SAVINGS ACCOUNT

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

ARTICLE 52 - PAYDAYS

A. The Agency's payroll shall be administered on a 26 pay period system with the Agency's payday being on the last day of the pay period (i.e. second Wednesday of each pay period). The Agency agrees to provide the payment of salaries to all employees no later than two (2) working days after the expiration of the payroll period, provided that, if the second day is a Friday and is a legal holiday, the Agency will provide the payment of salaries on the day before such holiday.

B. Commencing May 24, 2001, employees shall be required to complete (in the manner specified on the timesheet) and sign, for each pay period, the Agency's revised bi-weekly timesheet attached hereto as "Exhibit 6" and specifically incorporated by reference herein.

C. Effective June 11, 2008, there will be no early release of paychecks.

ARTICLE 53 - 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 40 (RESIGNATION AND DISCIPLINE) of the collective bargaining agreement.

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

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

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

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

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

D. Duration of Status. Once designated to be in Excessive Sick Leave Use Status, an employee shall remain in such status, and subject to the provisions of Sections E through I below, until such time as the employee is determined by the

Agency to no longer be in Excessive Sick Leave Use Status pursuant to the analysis set forth in paragraph B above.

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

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

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

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

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

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

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

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

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

H. Reservation of Rights; No Limitation on Management Rights. Nothing contained in this program shall limit the Agency's management rights concerning time and attendance. The Agency expressly reserves the right to take additional disciplinary action against any employee concerning time and leave infractions. The penalties set forth in section F shall be in addition to all other penalties available to the Agency pursuant to Article 40 (RESIGNATION AND DISCIPLINE) of the collective bargaining agreement. In any such disciplinary proceedings, the requirements of Article 40 (RESIGNATION AND DISCIPLINE) shall apply.

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

J. Grievances. Actions taken by the Agency pursuant to this Program shall be grievable under Article 38 (GRIEVANCE PROCEDURE) of the collective bargaining agreement. The filing of a grievance, however, shall not delay actions taken by the Agency pursuant to the Program. Grievances shall be limited only to actions where the employee alleges being improperly determined to be in Excessive Sick Leave Use Status, or where a loss of leave is imposed under section F hereof.

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

ARTICLE 54 - TIMESHEETS

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

ARTICLE 55 - RETROACTIVITY

Except as otherwise specifically provided to the contrary in this Agreement, the effective date for all provisions and benefits contained in this Agreement shall be the date of this Agreement hereinabove set forth.

ARTICLE 56 - SEPARABILITY

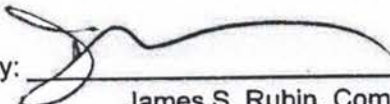
If any clause, sentence, paragraph, article, section or part of this Agreement shall be adjudged by any court of competent jurisdiction or the Public Employment Relations Board, as the case may be, to be invalid, such judgment shall not affect, impair or invalidate the remainder thereof but shall be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

ARTICLE 57 - 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 is hereby authorized and directed, by resolution duly adopted, to execute on behalf of the Agency, this Agreement.

STATE OF NEW YORK MORTGAGE AGENCY

By: 
James S. Rubin, Commissioner/CEO

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


Maida Rosenstein, President Local 2110


Julie Kushner, Director UAW Region 9A