

April, 2016 -- March 31, 2021

AGREEMENT BETWEEN

THE DORMITORY AUTHORITY OF THE STATE OF NEW YORK

AND

**THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.
(JANITORIAL SERVICES ASSISTANTS AND SECURITY GUARDS
NEGOTIATING UNIT)**

CONTENTS

ARTICLE	PAGE
1. Recognition	1
2. Statement of Policy and Purpose	2
3. CSEA Rights	2
3.1 Exclusive Negotiations with CSEA	2
3.2 Payroll Deduction	3
3.3 Agency Shop Fee	3
3.4 Bulletin Boards	3
3.5 Meetings	4
3.6 Access to Employees	4
3.7 List of Employees	4
3.8 CSEA Leave	4
4. Management Rights	5
5. No Strikes	5
6. Classification and Compensation	5
6.1 Classification	5
6.2 Calculation of Bi-Weekly Payments	6
6.3 Additional Longevity Payment	7
7. Employee Performance Evaluation Program	7
8. Retirement, Flexible Benefit Spending Plan, Survivor Benefit Plan & Deferred Compensation	7
8.1 Retirement	7
8.2 Flexible Benefit Spending Plan	8
8.3 Survivor Benefit	8
8.4 Deferred Compensation Program	8
9. Employee Health Insurance Programs	8
9.1 Health Insurance, Prescription Drug, Dental and Vision Care Benefits	8
9.2 Eligibility for Health Insurance, Prescription Drug, Dental and Vision Benefits	9
9.3 Payment of Premiums	9
10. Attendance and Leave	10
10.1 Attendance Rules	10
10.2 Hours of Work	10
10.3 Overtime	11
10.4 Holiday Observance	11
10.5 Additional Vacation Credit	12
10.6 Vacation Credit Accumulation	12
10.7 Sick Leave Accumulation	13
10.8 Use of Sick Leave at Half Pay	13
10.9 Use of Personal Leave	13
10.10 Leave for Bereavement or Family Illness	14

10.11	Use of Workers' Compensation Leave with Pay	14
10.12	Maintenance of Time Records	14
10.13	Absence - Extraordinary Circumstances	14
10.14	Emergency Duties	14
11.	Employee Assistance Program	15
12.	Employee Development Program	15
13.	Working Conditions.....	17
13.1	Safety Standards	17
13.2	Work Out of Title	17
13.3	Parking	17
13.4	Clothing	17
14.	Sexual Harassment.....	18
15.	No Discrimination.....	18
16.	Travel and Moving Expenses	18
16.1	Meal and Lodging Expenses.....	18
16.2	Mileage Allowance.....	18
17.	Copies of Agreement	19
18.	Discipline	19
18.1	Applicability	19
18.2	Employee Rights	19
18.3	Actions Not Constituting Discipline.....	20
18.4	Resignations Related to Disciplinary Matters	20
18.5	Settlement	20
19.	Probation	21
20.	Contract Grievances.....	21
20.1.	Policy	21
20.2.	Contract Grievance	22
20.3.	Procedure Relating to Contract Grievances.....	22
21.	Arbitration	23
21.5	Arbitrator's Authority.....	24
22.	Employee Opportunities	25
23.	Benefits Guaranteed.....	25
24.	Conclusion of Collective Negotiations	25
25.	Severability	25
26.	Duration of Agreement.....	26
27.	Approval of the Legislature	26
	Acknowledgements	27

AGREEMENT BETWEEN
THE DORMITORY AUTHORITY OF THE STATE OF NEW YORK
AND
THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.

This Agreement is made by and between the Dormitory Authority of the State of New York, hereinafter referred to as "DASNY," and the Civil Service Employees Association, Inc., AFSCME, Local 1000, AFL-CIO hereinafter referred to as "CSEA" representing Employees of DASNY covered by the terms of this Agreement.

ARTICLE 1
RECOGNITION

- 1.1 DASNY, pursuant to Article 14 of the New York State Civil Service Law, also known as the Public Employees' Fair Employment Act, has recognized and hereby continues to recognize CSEA as the sole and exclusive representative for collective negotiations with respect to salaries, wages, hours and other terms and conditions of employment for those employees employed in the titles of Janitorial Services Assistant, Supervising Janitorial Services Assistant, and Security Guard assigned to 515 Broadway, Albany and 161 Delaware Avenue, Delmar. The terms "Employee" and "Employees" when referred to in this Agreement shall refer to only those employees of DASNY included in the CSEA bargaining unit pursuant to Article 1 of this Agreement.
- 1.2 The titles of Janitorial Services Assistant, Supervising Janitorial Services Assistant, and Security Guard are included in the bargaining unit. Other positions represented by CSEA, Local 698 or UAW 2110 or designated Managerial or Confidential, are not included in this bargaining unit.
- 1.3 No less than full-time employees shall be eligible to be considered part of this bargaining unit until: (i) they have been continuously employed in their position with DASNY for a period of thirty-nine weeks; and (ii) they have successfully completed the probationary period. In no event shall the thirty-nine week period of time served by an employee include time the employee is filling the position of an employee on statutory, contractual or administrative leave that entitles that employee to return to his or her position. Such individuals will not be entitled to the terms and conditions provided in this Agreement.
- 1.4 CSEA agrees that DASNY may establish and fill one or more positions to be classified as "exempt" in accordance with the provisions of this Section 1.4. Effective April 25, 2014, any such positions shall be paid from a specific budgetary line item that may be funded in an amount not to exceed \$30,000 for each fiscal year. DASNY agrees to provide CSEA with a monthly statement detailing the exempt positions created; the names of the employees hired into exempt positions; the period of time each employee has been working

in an exempt position for the fiscal year and the dollars expended year to date from this line item. These exempt positions shall be excluded from the Bargaining Unit and CSEA agrees that it will not seek to represent such positions.

- 1.5 DASNY shall not assign work ordinarily performed by bargaining unit Employees to persons not represented by CSEA. This paragraph, however, shall not apply to work performed by employees designated Managerial or Confidential, employees represented by Local 698 of CSEA, by UAW Local 2110, and employees holding positions referred to in Sections 1.2, 1.3 and 1.4 of this Article, or work performed pursuant to a contract, other than a collective bargaining agreement, to which DASNY is a party.
- 1.6 DASNY and CSEA agree, pursuant to section 208 of Article 14 of the New York State Civil Service Law, that CSEA shall have unchallenged representation status for the maximum period permitted by law on the date of execution of this Agreement.

**ARTICLE 2
STATEMENT OF POLICY AND PURPOSE**

- 2.1 It is the policy of DASNY to continue harmonious and cooperative relationships with its Employees and to insure the orderly and uninterrupted operations of DASNY. This policy is effectuated by the provisions of the Public Employees' Fair Employment Act granting public employees the rights of organization and collective representation concerning the determination of the terms and conditions of their employment.
- 2.2 DASNY and CSEA now desire to enter into an Agreement reached through collective negotiations that will have for its purposes, among others, the following:
 - a. To recognize the legitimate interests of the Employees of DASNY to participate through collective negotiations in the determination of the terms and conditions of their employment.
 - b. To promote fair and reasonable working conditions.
 - c. To promote individual efficiency and service to the citizens of the State.
 - d. To avoid interruption or interference with the efficient operation of DASNY.
 - e. To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

**ARTICLE 3
CSEA RIGHTS**

3.1 Exclusive Negotiations with CSEA

Except as required by Article 14 of the New York State Civil Service Law, DASNY will not negotiate nor meet with any employee organization other than CSEA with reference to terms and conditions of employment of Employees.

3.2 Payroll Deduction

- a. CSEA shall be entitled to exclusive payroll deduction of membership dues and union-sponsored insurance premiums for Employees, and no other employee organization shall be accorded any such payroll deduction privilege on behalf of Employees.
- b. DASNY shall make such payroll deductions for union-sponsored insurance premiums pursuant to notice filed with DASNY by the insurance carrier who shall make such request based solely upon written and signed authorization by the Employee.
- c. DASNY will cease to make such payroll deductions for union-sponsored insurance premiums pursuant to and upon the filing with DASNY by the individual Employee of a written and signed authorization indicating the date upon which such payroll deductions shall cease.
- d. Upon receipt of a membership and dues deduction authorization form from CSEA, DASNY shall deduct membership dues from the Employee on a biweekly basis and remit the sum to the Civil Service Employees Association, Inc., P.O. Box 7125, Capitol Station, Albany, New York, 12224. CSEA will notify DASNY of the amount to be deducted.

3.3 Agency Shop Fee

- a. There is a biweekly agency shop fee deduction. The agency shop fee payroll deduction will apply to all Employees who are members of the negotiating unit. Within ten business days following the employment of a new Employee subject to the agency shop fee deduction, notice of the employment of such Employee will be given to CSEA.
- b. For each Employee who does not become a member of CSEA within thirty calendar days of initial employment, DASNY shall deduct a service fee from the wages of such Employee on a biweekly basis and remit the sum to the Civil Service Employees Association, Inc., P.O. Box 7125, Capitol Station, Albany, New York, 12224. CSEA will notify DASNY of the amount to be deducted.

3.4 Bulletin Boards

- a. DASNY shall provide exclusive bulletin board space in an accessible place in each area occupied by a substantial number of Employees for the purpose of posting bulletins, notices and material issued by CSEA. No such material shall be posted which is profane, obscene or defamatory of DASNY or its representatives or which constitutes election campaign material for or against any person, organization or faction.
- b. The number and location of bulletin boards as well as arrangement with reference to placing material thereon and removing material there from, shall be subject to mutual understanding between DASNY and CSEA provided, however, that any understanding reached with respect thereto shall provide for the removal of any

bulletin or material objected to by DASNY which removal may be contested pursuant to the Contract Grievance procedure set forth in this Agreement.

3.5 Meetings

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

3.6 Access to Employees

- a. CSEA representatives shall, on an exclusive basis except during periods of challenge, as defined in section 208 of the Civil Service Law, have reasonable and appropriate access to Employees during working hours to explain CSEA membership, services and programs under arrangements mutually developed with DASNY. Any such arrangements shall insure that such access shall not interfere with Employees' work duties or work performance.
- b. DASNY may make reasonable and appropriate arrangements with CSEA whereby CSEA may advise Employees of the additional availability of CSEA representatives for consultations during non-working hours concerning CSEA membership, services and programs.

3.7 List of Employees

A listing of the name, job title, seniority date and position classification of all Employees of DASNY shall be provided at the expense of DASNY to CSEA on or about May 1st of each year.

3.8 CSEA Leave

- a. Upon request CSEA will grant reasonable employee organization leave for the purposes and within the provisions set forth below:
 1. For the investigation and processing of Contract Grievances pursuant to the Contract Grievance Procedure set forth in this Agreement.
 2. For mutually scheduled meetings with management of DASNY and to prepare for such meetings.
 3. Under special circumstances, and upon advance request, additional employee organization leave for meetings may be granted by the President or the President's authorized designee.
- b. CSEA shall provide on a semi-annual basis to the President and to the Vice President a list of the names and the nature of the official responsibilities for CSEA officers and directors, and other Employees with assigned official CSEA responsibilities.

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

**ARTICLE 4
MANAGEMENT RIGHTS**

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

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

**ARTICLE 5
NO STRIKES**

- 5.1 CSEA shall not engage in a strike nor cause, instigate, encourage or condone a strike.
- 5.2 CSEA shall exert its best efforts to prevent and terminate any strike.
- 5.3 Nothing contained in this Agreement shall be construed to limit the rights, remedies or duties of DASNY, CSEA or Employees under the laws of the State of New York.

**ARTICLE 6
CLASSIFICATION AND COMPENSATION**

6.1 Classification

- a. Employees are assigned to one of the following categories:
 - 1. Full-Time Employee (F/T): An Employee who on an annual basis is regularly scheduled to work a 37.5 hour workweek and is paid at an hourly rate; or
 - 2. Less Than Full-Time Employee (L/FT): An Employee who on an annual basis is regularly scheduled to work a less than 37.5 hour workweek and is paid at an hourly rate.
- b. Terms of the Salary and Step Program:
 - 1. Schedule B, which is attached to the Agreement, reflects the Salary and Step Program in effect from April 1, 2016 through March 31, 2021.
 - 2. Schedule B establishes for each grade a hiring rate and job rate, with twelve annual steps. 2016-2017, 2017-2018, 2018-2019, 2019-2020 and 2020-2021 fiscal years include Cost of Living Adjustments (COLAs) in the following

amounts: 2% (effective April 1, 2016), 2%, (effective April 1, 2017), 2% (effective April 1, 2018), 2% (effective April 1, 2019), 2% (effective April 1, 2020).

3. An Employee is eligible for step movement if: (i) the Employee was on the payroll on March 31st of the fiscal year immediately preceding the fiscal year of step movement, and (ii) worked 1,000 hours in the calendar year (01/01 to 12/31) immediately preceding the calendar year of payment; and (iii) received highly effective or effective rating on their annual performance evaluation as defined in Article 7.
4. It is the intent of the parties to this Agreement that both the wage payments and any lump sum payments made to Employees as part of Article 6 are to be pensionable to the extent otherwise permitted by law.
5. Unless the parties negotiate otherwise, there will be step movement for eligible employees in each fiscal year after 2016-2017 fiscal year and each year thereafter according to the Collective Bargaining Agreement in effect, consistent with Civil Service Law Section 209-a (1) (d) and (e).
6. **Fiscal Year 2016-2017**
Effective April 1, 2017, those Employees who satisfy the requirements of Section 6.1 (b) (3) (i), (ii) and (iii) shall be assigned to the next step in their grade and paid the salary applicable to that step for the 2016-2017 fiscal year.
7. **Fiscal Year 2017-2018**
Effective April 1, 2017, those Employees who satisfy the requirements of Section 6.1 (b) (3) (i), (ii) and (iii) shall be assigned to the next step in their grade and paid the salary applicable to that step for the 2017-2018 fiscal year.
8. **Fiscal Year 2018-2019**
Effective April 1, 2018, those Employees who satisfy the requirements of Section 6.1 (b) (3) (i), (ii) and (iii) shall be assigned to the next step in their grade and paid the salary applicable to that step for the 2018-2019 fiscal year.
9. **Fiscal Year 2019-2020**
Effective April 1, 2019, those Employees who satisfy the requirements of Section 6.1 (b) (3) (i), (ii) and (iii) shall be assigned to the next step in their grade and paid the salary applicable to that step for the 2019-2020 fiscal year.
10. **Fiscal Year 2020-2021**
Effective April 1, 2020, those Employees who satisfy the requirements of Section 6.1 (b) (3) (i), (ii) and (iii) shall be assigned to the next step in their grade and paid the salary applicable to that step for the 2020-2021 fiscal year

6.2 Calculation of Bi-Weekly Wage Payments

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

6.3 Additional Longevity Payment

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

- a. Employees who receive an overall rating of "highly effective" will receive a lump sum \$600 longevity payment.
- b. Employees who receive an overall rating of "effective" will receive a lump sum \$300 longevity payment.
- c. Employees who receive an overall rating of "needs improvement" or "unsatisfactory" will not receive a longevity payment.

**ARTICLE 7
EMPLOYEE PERFORMANCE EVALUATION PROGRAM**

- 7.1 DASNY will continue a performance evaluation program for the Employees of DASNY.
- 7.2 Employee performance will be evaluated on an ongoing basis.
- 7.3 An Employee's performance will be evaluated formally at least once a year (Annual Performance Evaluation). DASNY may evaluate more frequently in its discretion. Employees shall be provided a copy of all written evaluations whether formal or informal. DASNY will provide the Employee's job description annually as part of the performance review. An Employee must sign and acknowledge receipt of the applicable job description as part of the performance review. The rater must sign and acknowledge reviewing the applicable job description with the Employee as part of the performance review.
- 7.4 The overall rating system for an Employee's annual performance evaluation shall be "Highly Effective," "Satisfactory," "Needs Improvement" and "Unsatisfactory." Ratings shall be made in the sole discretion of DASNY and shall not be grievable.

**ARTICLE 8
RETIREMENT, FLEXIBLE BENEFIT SPENDING, SURVIVOR BENEFIT PLAN &
DEFERRED COMPENSATION**

8.1 Retirement

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

8.2 Flexible Benefit Spending Plan

DASNY will continue the Flexible Benefit Spending Plan for Employees.

8.3 Survivor Benefit

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

8.4 Deferred Compensation Program

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

**ARTICLE 9
EMPLOYEE HEALTH INSURANCE PROGRAMS**

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

a. Health and Prescription Drug Coverage:

1. DASNY will provide through the New York State Health Insurance Program of the Civil Service Department the health and prescription drug insurance plans and options available to DASNY as a participating employer to active Employees.
2. DASNY will provide for retirees of the New York State and Local Employees' Retirement System who have been employees of DASNY and who retired from DASNY (Retirees), the health and prescription drug insurance plans and options available to DASNY for Retirees through the New York State Health Insurance Program of the Civil Service Department.
3. DASNY will provide conversion of unused sick leave to premium credits to reduce the cost of Retiree health insurance in the New York State Health Insurance Program to the extent such options are available through the New York State Civil Service Department.

b. Dental Benefit Coverage:

1. DASNY will provide Employees the dental plan offered to Management/Confidential New York State Employees through the New York State Civil Service Department available to DASNY as a Participating Employer.
2. DASNY will provide Retirees the benefits required by COBRA for the dental plan offered to active Employees through the New York State Civil Service Department.

- c. Vision Benefit Coverage:
 - 1. DASNY will provide Employees the New York State Vision Care Plan offered to Management/Confidential New York State Employees through the New York State Civil Service Department.
 - 2. DASNY will provide Retirees the benefits required by COBRA for the New York State Vision Care Plan offered to Management/Confidential New York State Employees through the New York State Civil Service Department.
- d. CSEA Solstice EBF Vision and Dental Plans:
 - 1. Bargaining unit members and their dependents shall have the option to enroll in the CSEA Employee Benefit Fund Solstice Dental and Vision Plan(s). DASNY shall contribute the same flat dollar amount for the enrollee toward the cost of the Solstice Dental and Vision plans as paid by DASNY for plans provided by Articles 9.1(b) and (c). The employee share of the cost of such coverage shall be paid by each enrolling member by means of a payroll deduction on a pre-tax basis.
 - 2. The bargaining unit member may obtain double coverage (i.e. elect to participate in DASNY's existing plans through the NYS Civil Service) if he/she so chooses, but DASNY shall be obligated to provide for an employer contribution for only (1) vision and/or one dental plan for the enrollee equal to the amount paid by DASNY for Plans provided under Article 9.1(b) and (c).
 - 3. Bargaining unit members and their eligible dependents may enroll in the CSEA Employee Benefit Fund Retiree Dental and/or Retiree Vision plan(s) into retirement at their own expense paid directly to the CSEA Employee Benefit Fund without involvement or cost to DASNY. In order to be eligible for CSEA Retiree Dental and/or Retiree Vision plans, the employee must be enrolled in the respective Solstice dental and/or vision plan at least ninety (90) days prior to the employee's effective date of retirement and must enroll in the Retiree Dental and/or Retiree Vision within ninety (90) days from the date of retirement.

This provision shall sunset on December 31, 2021. DASNY shall provide thirty (30) days prior written notice to the CSEA EBF if it elects to expire the Solstice plans. If the Solstice Plan is terminated by DASNY, active employees enrolled in the Solstice Plan may return to a DASNY provided Plan without a break in coverage if they affirmatively enroll in the DASNY provided Plan within the option transfer period.

9.2 Eligibility for Health Insurance, Prescription Drug, Dental and Vision Benefits:

- a. For Full-Time Employees:

Full-time Employees shall continue to be eligible for the benefits provided in Section 9.1 in accordance with Section 9.3.
- b. For Certain Less Than Full-Time Employees:

Those Employees who are regularly scheduled to work less than thirty-seven and one-half hours but at least eighteen and three quarter hours per workweek will be eligible for the benefits provided by Sections 9.1 in accordance with the provisions of Section 9.3 (d).

9.3 Payment of Premiums

- a.
 1. DASNY will pay eighty-four percent (84%) of individual coverage and seventy-three percent (73%) of the dependent coverage of the premium for the health and prescription drug plan coverage selected by the full-time Employee from those offered by DASNY through the New York State Civil Service Department. Full-time Employees will pay twenty-seven percent (27%) of the dependent coverage and sixteen percent (16%) of the individual coverage.
 2. NYSHIP enrollees who can demonstrate and attest to having other coverage from a provider other than NYSHIP, may annually elect to opt-out of NYSHIP's Empire Plan or Health Maintenance Organizations. Employees currently participating in individual coverage under NYSHIP who choose not to enroll in NYSHIP individual coverage will receive an annual payment of \$1,500 for not electing individual coverage. Employees currently participating in family coverage under NYSHIP who choose not to enroll in NYSHIP family coverage will receive an annual payment of \$3,500 for not electing family coverage. The Opt-out program will allow for re-entry to NYSHIP during the calendar year subject to a Federally Qualifying Event and during the annual option transfer period. The Opt-out payment will be prorated over the twenty-six (26) payroll cycles of each plan year that the employee is eligible.
- b. DASNY will pay ninety two and one half percent (92.5%) and each full-time Employee will pay seven and one-half percent (7.5%) of the annual premiums charged to DASNY by the State of New York for the cost of the Group Health Incorporated ("GHI") Preferred Dental Plan.
- c. DASNY will pay ninety two and one half percent (92.5%) and the full-time Employee will pay seven and one-half percent (7.5%) of the annual costs charged to DASNY by the State of New York for the cost of the New York State Vision Care Plan offered to Management/Confidential New York State Employees.
- d. Less Than Full-Time Employees.

DASNY will pay premiums for health insurance, prescription drug, dental and vision coverage in accordance with Section 9.3 (a) (1) for eligible employees working 50% or more of a regular workweek as defined in Section 9.2 (b).
- e. Retirees will continue to be responsible for their portion of the payment of any premiums associated with the benefits provided to Retirees under Section 9.1 and 9.3 (f).

f. Retirees.

1. Employees will be eligible for retiree health insurance if the Employee has served at least ten (10) cumulative years of service with DASNY, not necessarily continuous, is enrolled in NYSHIP health insurance at the time of retirement and is otherwise eligible to retire and to meet all NYSHIP requirements to receive such retiree health insurance.
2. Post-January 1, 1983 Retirees. Employees who retired on or after January 1, 1983 shall have individual coverage for health insurance ninety percent (90%) paid by DASNY and family coverage for health insurance seventy-five percent (75%) paid by DASNY.

**ARTICLE 10
ATTENDANCE AND LEAVE**

10.1 Attendance Rules

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

10.2 Hours of Work

The normal workweek for Security Guards will be between 60 – 75 hours per bi-weekly pay period based on a flexible shift to be determined in the sole discretion of management. The normal workweek for Janitorial Services Assistants will be 37.5 hours per workweek. The normal workweek will not prevent an Employee from being hired on a part-time basis.

10.3 Overtime

- a. Overtime is defined as hours worked at the request or direction of DASNY in excess of 40 hours in any workweek, Thursday through Wednesday by Employees in positions that are overtime eligible by application of federal and state law. Such Employees shall be paid for such overtime worked at the rate of one and one half times an Employee's hourly rate.
- b. In no event shall an Employee be entitled to Overtime unless the Employee is scheduled, requested or directed to work Overtime by DASNY.

10.4 Holiday Observance

- a. The following holidays shall be observed by DASNY:
 1. New Year's Day
 2. Dr. Martin Luther King, Jr. Day
 7. Columbus Day
 8. Election Day

- | | |
|-------------------------------------|--------------------------------|
| 3. Washington's Birthday (Observed) | 9. Veteran's Day |
| 4. Memorial Day | 10. Thanksgiving Day |
| 5. Independence Day | 11. Day After Thanksgiving Day |
| 6. Labor Day | 12. Christmas Day |

- b. Election Day shall be designated as a floating holiday.
- c. Employees who are required by DASNY to work on a holiday which is not a Floating Holiday will have the option of electing an alternative day off ("Holiday Leave") with prior supervisory approval, which approval will not be unreasonably withheld; or being paid for the holiday at the rate of one tenth of the Employee's biweekly rate of compensation. If the Employee is required by DASNY to work less than a full day on such holiday, the Employee will have the option of accruing an equivalent amount of time off or being paid at the rate of 1/75 of the Employee's biweekly rate of compensation for each whole hour worked. In no event will an Employee be entitled to Holiday Leave or such compensation unless the Employee is scheduled, requested or directed to work on such holiday by DASNY.
- d. An Employee who is entitled to time off with pay on days observed as holidays by DASNY shall be granted compensatory time off when any such holiday falls on a Saturday provided, however, that Employees scheduled, requested or directed to work on any such Saturday may receive additional compensation in lieu of such compensatory time off in accordance with Paragraph (c) Section 4 of this Article. DASNY shall designate a day to be observed as a holiday in lieu of such holiday that falls on Saturday.
- e. Holiday Leave credits shall not be added to vacation accruals. An Employee who elects to accrue Holiday Leave credits will be permitted to carry over accrued holiday credits from one year to the next but will not be paid for such accruals if the Employee leaves the service of DASNY.

10.5 Additional Vacation Credit

- a. Employees shall accrue vacation leave accruals at the following rates based on years of service:

Employees with less than Seven (7) years of service	3.75 hrs. per pay period
Employees with seven (7) Or more years of service	5.75 hrs. per pay period

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

Completed Years of Continuous Service	Additional Vacation Credit
--	-------------------------------

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

- b. Any Employee who completes or has completed 15 or more years of continuous State and DASNY service shall be credited with additional vacation on the date of completion of such service, in accordance with the schedule of additional vacation credit, and upon the completion of each additional 12 months of continuous State and DASNY service.
- c. Nothing contained herein shall be construed to provide for the granting of additional vacation retroactively for periods of service prior to the effective date of this Agreement.

10.6 Vacation Credit Accumulation

- a. Vacation credits may be accumulated up to 40 days provided, however, that in the event of death, retirement or separation from service, an Employee compensated in cash for accrued and unused accumulation may only be so compensated for a maximum of 30 days.
- b. An Employee may accumulate more than 40 days of vacation credits during a calendar year provided, however, that the Employee's balance of vacation credits does not exceed 40 days at the end of such calendar year.

10.7 Sick Leave Accumulation

Employees who are entitled to earn and accumulate sick leave credits may accumulate such credits up to a total of 200 days. For members who joined the NYS and Local Employees' Retirement System before April 1, 2012, no more than 200 days of sick leave may be credited for retirement service credit or health insurance premiums on retirement if the Employee retires from DASNY. For members who joined the NYS and Local Employees Retirement System on or after April 1, 2012, no more than 100 days of sick leave may be credited for retirement service credit and no more than 200 days of sick leave may be credited for health insurance premiums on retirement if the Employee retires from DASNY. Date of membership and tier designation shall determine the number of sick leave days to be credited for retirement service credit. Sick leave credits may not be used in units of less than one-quarter hour.

10.8 Use of Sick Leave at Half Pay

- a. DASNY shall grant sick leave at half pay for personal illness to an Employee eligible for sick leave, subject to the following conditions:
 - 1. The Employee shall have one year or more of continuous State and Authority service; and

2. All of the Employee's accrued leave credits shall have been exhausted; and
 3. The cumulative total of all sick leaves at half pay granted to any Employee during the Employee's State and Authority service shall not exceed one week period for each completed six months of the Employee's State and Authority service, and
 4. Satisfactory medical documentation shall be furnished and continue to be furnished periodically at the request of DASNY, and
 5. Such leave shall not extend a period of appointment or employment beyond such date as it would otherwise have terminated pursuant to law or have expired upon completion of a specified period of service.
- b. Sick leave at half pay will not be granted or shall be terminated when the Employee is determined to be permanently disabled and unable to perform the duties of such Employee's position.
 - c. Nothing contained herein shall supersede the continuous absence provisions of the New York State Civil Service Law and the Rules and Regulations of the New York State Department of Civil Service.

10.9 Use of Personal Leave

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

10.10 Leave for Bereavement or Family Illness

- a. Employees shall be allowed to charge absences from work, in the event of death or illness in the Employee's immediate family including any members of the Employee's household, against accrued sick leave credits up to a maximum of 15 days in any one calendar year.
- b. Requests for leave for family illness shall be subject to approval by DASNY. Such approval shall not be unreasonably withheld.

10.11 Use of Workers' Compensation Leave with Pay

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

10.12 Maintenance of Time Records

- a. Employees may be required to punch a time clock or record attendance with a timekeeper. All Employees shall be required to maintain and submit for approval

time records containing such daily information and in the format required by DASNY. Additionally, Employees eligible to earn Overtime shall be required to maintain and submit daily time records showing actual hours worked. Those Employees not eligible to earn Overtime shall additionally maintain and submit daily records of hours worked, absences and time and leave credits earned and used in accordance with the Section 10.1 hereof (Attendance Rules).

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

10.13 Absence - Extraordinary Circumstances

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

10.14 Emergency Duties

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

ARTICLE 11 EMPLOYEE ASSISTANCE PROGRAM

- 11.1 DASNY will provide an Employee Assistance Program at DASNY's expense in an amount not to exceed twenty-five dollars (\$25) per Employee. DASNY and CSEA will jointly designate an Employee Assistance Program representative. The representative will receive confidential reports from the contractor providing the Program regarding the number of contacts made by Employees. The sole purpose of such reports will be to enable DASNY and CSEA to jointly evaluate the utilization and effectiveness of the program.
- 11.2 DASNY will not maintain records regarding the identification of any Employee utilizing the Program whether by name or by any classification without the Employee's consent. No referrals made to the Program will be noted in an individual's personnel file.

ARTICLE 12 EMPLOYEE DEVELOPMENT PROGRAM

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

- a. The full tuition cost of any course taken at the direction of DASNY, including books and fees.
 - b. Seventy five percent (75%) of the cost of tuition, books and fees of any course taken outside the normal hours of work at any college, university or professional or technical school registered with the State of New York Department of Education, on the Employee's own initiative, provided that the course is directly related to the duties of the Employee's current job, or that the course is required in a degree program in which the Employee has enrolled and which relates directly to the Employee's current job; that prior Authority approval has been obtained and that the Employee provides evidence of tuition payment and satisfactory course completion.
 - c. Fifty percent (50%) of the cost of tuition, books and fees of any course taken outside the normal hours of work at any college, university or professional or technical school registered with the State of New York Department of Education, on the Employee's own initiative, provided that the course will improve the Employee's general competence for performing the duties of the Employee's current job or a job the Employee can reasonably be expected to assume at DASNY in the future, or that the course is required in a degree program in which the Employee has enrolled and which will improve the Employee's general competence for performing the duties of the Employee's current job or a job the Employee can reasonably be expected to assume at DASNY in the future; that prior Authority approval has been obtained; and that the Employee provides evidence of tuition payment and satisfactory course completion.
 - d. For Employees reimbursed pursuant to subdivisions b. or c. of this section, if at the end of the calendar year in which such reimbursement took place such reimbursement is subject to federal income taxation for Employees generally, DASNY will reimburse one-half (1/2) of the portion not previously reimbursed.
- 12.3 The President or the President's authorized designee shall determine whether a course meets the criteria for reimbursement specified in this Article and shall approve or disapprove applications for reimbursement.
- 12.4 If an Employee is entitled to educational benefits for tuition from any other source for courses covered by this Article, the benefits under this Article will be reduced so that the total of all benefits from all sources does not exceed the full tuition charges incurred.
- 12.5 Applications for benefits under this Article are available from DASNY. Requests for reimbursement must be submitted within one year of the date of application.
- 12.6 Effective with the execution of this Agreement, employees will be limited to five thousand two hundred dollars (\$5,200) reimbursement for each calendar year. The estimated amount of reimbursement expected under this Article for any course may be advanced to the Employee, provided such Employee shall have an annual salary not exceeding sixty thousand dollars (\$60,000) and shall have been employed by DASNY for at least six months prior thereto, and providing the Employee agrees in writing to promptly reimburse DASNY for

any advanced funds which exceed the actual reimbursement such Employee is entitled to hereunder.

- 12.7 Any Employee who seeks reimbursement for a course/program pursuant to this Article must present proof of successful completion and passing of the course/program before obtaining reimbursement. For those Employees seeking an advancement of the estimated reimbursement for a course/program, submission of proof of successful completion and a passing grade for the course/program must be submitted within thirty (30) calendar days of the course's/programs' conclusion.
- 12.8 Effective with the execution of this Agreement, Employees will be eligible under the terms of this Article and subject to the same restrictions of this Article to receive reimbursement for:
- a. On-line educational courses from a degree granting institution that DASNY would recognize in determining Employee qualifications for hire or promotion; and
 - b. Out-of-state college, university or professional or technical school registered with that state; and
 - c. One hundred percent of (100%) of CLEP examination fees and CLEP course credit, subject to the same conditions of other course reimbursement.
 - d. All fees and other membership costs associated with any professional accreditation/licensure that is required as a minimum qualification in the job description for the employee's current job title.

ARTICLE 13 WORKING CONDITIONS

13.1 Safety Standards

- a. DASNY agrees that a certain minimum standard of safety must be maintained at its facilities and further that, wherever practicable, DASNY will endeavor to provide safety standards for the protection of Employee well being commensurate with safety standards presently in effect in the private sector. Contract Grievances under this section shall not be arbitrable.
- b. DASNY agrees that any building to which DASNY moves its offices will comply with applicable building codes and regulations.
- c. DASNY agrees to consider any policy issued by the State of New York concerning Employee protection and the use of video display terminals and to implement such policy wherever prudent and cost-effective.

13.2 Work Out of Title

An Employee may be required to perform the duties of another position on a temporary basis for a reasonable period of time. For purposes of this Article, a reasonable period of time shall mean a period not to exceed 25 workdays. After 25 workdays, the individual performing the duties of another position in a higher grade will be paid at the rate applicable

to that position, if the rate is higher than that of the Employee's regular position, until such time that the Employee is no longer performing the duties of that position in the higher grade. Any Employee required to perform a major portion of the duties of another position in a higher grade on a permanent basis shall be promoted to such position. For the purposes of this section, the term "permanent basis" shall mean a period in excess of twelve months.

13.3 Parking

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

13.4 Clothing

DASNY agrees to provide shirts and fleece jackets identified with appropriate logos to all Employees. Employees will be required to wear such identifiable clothing.

**ARTICLE 14
SEXUAL HARASSMENT**

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

**ARTICLE 15
NO DISCRIMINATION**

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

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

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

**ARTICLE 16
TRAVEL EXPENSES**

16.1 Meal and Lodging Expenses

DASNY agrees to reimburse eligible Employees for their actual and necessary expenses incurred while in travel status in the performance of their official duties for hotel or motel lodging, meals and incidental expenses related thereto at rates agreed to by CSEA and in accordance with rules and regulations established by DASNY. Employees who are assigned or reassigned to a different official station which is located more than a reasonable day's travel from their former official station shall, for a reasonable period of time as determined by DASNY, be considered to be eligible for reimbursement, pursuant to this section, as if they were in travel status.

16.2 Mileage Allowance

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

**ARTICLE 17
COPIES OF AGREEMENT**

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

**ARTICLE 18
DISCIPLINE**

18.1 Applicability

The following disciplinary procedure for incompetence and misconduct will apply to all Employees except new Employees while they are serving in their one year probationary period. Employees serving up to a one (1) year probationary period will not be covered by this Article.

18.2 Employee Rights

- a. An Employee will be entitled to representation through CSEA.
- b. At such time that an Employee is served with a notice of discipline, CSEA shall be provided simultaneously with a written or electronic notice that a Notice of Discipline has been served and the name and title of the Employee upon whom the Notice of Discipline was served. An Employee may be suspended without pay at the time the Notice of Discipline is served, in DASNY's discretion.

- c. An Employee shall receive a written statement of charges of incompetence or misconduct.
- d. An Employee shall not be disciplined for acts that occurred more than one year after the date of occurrence unless it would constitute a crime.
- e. An Employee shall be provided with notice of the disciplinary penalty and the date DASNY intends to impose such penalty including:
 - written reprimand;
 - suspension without pay for thirty days;
 - termination; or
 - last chance agreement or
 - a combination of above.
- f. The appeal by CSEA must be filed in writing with the Senior Director of Operations or designee, within five (5) business days of receiving the charges.
- g. DASNY will select an independent hearing officer to make a report and recommendation to the President of DASNY. The cost for the hearing officer shall be borne solely by DASNY. DASNY also will provide a court reporter and bear the cost of the court reporter. Each party will be responsible for their own attorneys' fees.
- h. The Employee may be represented by CSEA or a representative of their choosing at a hearing.
- i. The hearing officer will allow the parties to examine witnesses.
- j. The appointed hearing officer will issue a report and recommendation after conclusion of the hearing to the President of DASNY. The President of DASNY or designee may dismiss the charges, sustain the proposed penalty or implement a different penalty.
- k. The only review of such determination would be through an Article 78 CPLR proceeding.

18.3 Actions Not Constituting Discipline

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

- a. Counseling; written or oral;

- b. Verbal warning;
- c. Administrative leave with full pay and all benefits provided in this Agreement during an investigation.

18.4 Resignations Related to Disciplinary Matters

- a. An Employee may choose to resign upon such terms and conditions as DASNY may offer and the Employee may accept at any time prior to or after charges of misconduct or incompetence have been served.
- b. The Employee may seek representation through CSEA or may consult with an alternative representative before agreeing to resign and a reasonable period of time will be afforded for such purpose.

18.5 Settlement

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

**ARTICLE 19
PROBATION**

- 19.1 After the effective date of this Agreement, a probationary term of no less than 52 weeks must be successfully served by any Employee appointed to any position.
- 19.2 If the probationary Employee's job performance is unsatisfactory, their appointment may be terminated at any time after eight weeks and before completion of the probation period.
- 19.3 If the probationary Employee's conduct is unsatisfactory, their appointment may be terminated at any time during the probationary period.
- 19.4 If a probationary Employee is absent from their position because of an approved leave greater than a total of five days, the probationary period's minimum and maximum periods shall be extended by the period(s) of such approved leave(s).
- 19.5 Unapproved leaves by a probationary Employee shall be considered as time served in the probationary period.
- 19.6 An Employee serving a probationary period shall not be covered by Article 18: Discipline, of this Agreement with respect to the probationary position. Additionally, an Employee serving a probationary period shall not be covered by the provisions of Article 20: Contract Grievances for matters related to their probationary performance.

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

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

ARTICLE 20 CONTRACT GRIEVANCES

20.1 Policy

In order to enjoy a harmonious and cooperative relationship between DASNY and its Employees, it is the declared policy of DASNY to provide for the settlement of differences concerning this Agreement through an orderly Contract Grievance Procedure and to assure Employees the right of adjusting Contract Grievances without fear of reprisal. CSEA shall have the exclusive right to commence a Contract Grievance as defined in Section 18.2 of this Article on behalf of itself or any Employee.

20.2 Contract Grievance

A Contract Grievance is a dispute concerning the interpretation, application or claimed violation of a specific term or provision of this Agreement, except that matters provided for by statute or administrative procedures applicable to DASNY will not be considered Contract Grievances or subject to review by an arbitrator as provided in this Article 20.

20.3 Procedure Relating to Contract Grievances

a. Step 1 of the Contract Grievance Process:

1. A Contract Grievance shall be commenced by the submission of the alleged grievance in writing to DASNY's Senior Director of Operations or designee not later than 30 business days after the date on which the act or omission giving rise to the alleged Contract Grievance occurred. Only a designated officer of CSEA may initiate contract Grievances. The Contract Grievance shall identify the specific term or provisions of the Agreement alleged to have been violated and shall contain a short, plain statement of the nature of the grievance, the facts surrounding it, the names and positions of the individual Employees affected and the specific remedy sought. The date of initiation of the alleged Contract Grievance shall be the date on which the Senior Director of Operations, or designee, received the written Contract Grievance.
2. The Senior Director of Operations or designee shall convene a meeting with Management's representatives (the appropriate supervisor and the applicable Managing Director), the CSEA President or designee and such other persons as the Senior Director of Operations or designee determines

to be appropriate in an attempt to resolve the filed Contract Grievance. Such meeting will be held within thirty (30) business days of DASNY's receipt of the written grievance. Both Management's designated representatives and the President of CSEA shall be given written notice of the time and place for the meeting at least five (5) business days in advance of the meeting and shall have a reasonable opportunity to present witnesses and documents in support of their respective positions concerning the Contract Grievance. CSEA's President and Management's representatives are required to make a concerted good faith effort to reach an amicable resolution of the Contract Grievance at this stage of the Contract Grievance process. The Senior Director of Operations or designee may schedule additional follow-up meetings with the parties should the parties agree that such meetings could be reasonably expected to advance the potential resolution of the Contract Grievance.

3. The Senior Director of Operations or designee shall have the authority to determine that there has been no violation of the contract, sustain the grievance or negotiate an appropriate settlement of the grievance. The Senior Director of Operations or designee shall reduce his decision to writing and a copy shall be provided to each party and to the President of DASNY. Such decision shall be rendered within thirty (30) business days of the date of the last meeting described in Section 20.3 (a)(2).

b. Step 2 of the Contract Grievance Process:

1. In the event that CSEA does not accept the disposition of the Contract Grievance by the Senior Director of Operations or designee at Stage 1, the President of CSEA may file a Demand for Arbitration in writing with the Senior Director of Operations or designee and provide a copy to the President. The Demand for Arbitration must be filed within 20 business days of receipt by CSEA of the Senior Director of Operations' or designee's Stage 1 determination and shall identify the grievance involved, the specific term or provisions of the Agreement alleged to have been violated, and the specific remedy sought. No arbitration will be permitted for any disciplinary action taken by DASNY or for any performance evaluation by DASNY.
2. The Demand for Arbitration shall be referred by the Senior Director of Operations or designee for processing consistent with the provisions set forth in Article 21: Arbitration of this Agreement.

- c. In no event shall there be relief on a Contract Grievance for any act or omission that occurred more than thirty business days before the Contract Grievance was filed with the Senior Director of Operations or designee.
- d. All time limits set forth in this Article may be waived by mutual agreement of the parties.
- e. Working or business days shall mean Monday through Friday, excluding holidays officially recognized by DASNY, unless otherwise specified in this Agreement.

- f. CSEA may withdraw a Contract Grievance at any time provided that any such withdrawal is in writing and filed with the Senior Director of Operations or designee.
- g. Any resolution reached on a Contract Grievance will constitute precedent only if the President of CSEA and the President agree that such resolution will have such effect.

ARTICLE 21 ARBITRATION

- 21.1 CSEA and DASNY jointly agree to the creation of a panel of arbitrators to serve as arbitrators during the term of this Agreement and thereafter until a successor agreement is negotiated for the resolution of grievances pursuant to Articles 20 and 21 of this Agreement. The panel of arbitrators is attached as Appendix F to this Agreement and shall be administered by the Senior Director of Operations or his or her designee. Assignment of an arbitrator to a specific grievance shall be by rotation among the panel of arbitrators. An arbitrator may be removed immediately from the panel upon mutual agreement of both parties or demand by either party. The removed arbitrator shall be replaced within sixty days by another arbitrator appointed by mutual agreement of the parties.
- 21.2 All fees and expenses of the arbitrator, if any, shall be divided equally between DASNY and CSEA. Each party shall bear the cost of preparing and presenting its own case. Either party may at its own expense obtain a transcript at arbitration and shall furnish a copy to the arbitrator and to the other party.
- 21.3 Arbitrations, pursuant to this Article, shall be held at offices of DASNY where practicable.
- 21.4 Arbitrators shall conduct a hearing on any assigned grievance after being assigned. Each party to the grievance is to be provided a reasonable opportunity to examine and cross-examine witnesses and present evidence. The arbitrator's written decision shall be rendered within thirty business days of the close of the hearing, or within such other period as may have been mutually agreed to by the parties. The arbitrator's decision shall be final and binding upon the parties and not subject to further review or appeal to any forum, except as provided under Article 75 of the New York Civil Practice Law and Rules.
- 21.5 Arbitrator's Authority
 - a. Contract grievance arbitrators shall have the authority to sustain or deny the contract grievance.
 - b. All arbitrators shall have the authority to resolve a claimed failure to follow the procedural provisions of this Article or Article 20, including, but not limited to, the timeliness of the filing of the grievance.
 - c. All arbitrators shall not add to, subtract from nor modify the provisions of this Agreement.
 - d. All arbitrators shall confine themselves to the precise issue submitted for arbitration

and will have no authority to determine any other issues not so submitted, nor will the arbitrator submit observations or declarations of opinion which are not essential in reaching the determination.

- e. All arbitrators will have the authority to devise an appropriate remedy and/or penalty including an increase or decrease in the penalty sought by DASNY, but limited to a penalty which DASNY could have proposed.
- f. If either party raises an issue of arbitrability, the arbitrator must determine arbitrability before proceeding to a hearing on the merits of the claim.
- g. All arbitrators shall provide a copy of their decisions in writing to the parties.

ARTICLE 22 EMPLOYEE OPPORTUNITIES

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

ARTICLE 23 BENEFITS GUARANTEED

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

ARTICLE 24 CONCLUSION OF COLLECTIVE NEGOTIATIONS

This Agreement is the entire agreement between DASNY and CSEA terminates all prior agreements and understandings and concludes all collective negotiations during its term except as specifically set forth in Article 25 of this Agreement. During the term of this Agreement, neither party will unilaterally seek to modify its terms through legislation or any other means. The parties agree to support jointly any legislation or administrative action necessary to implement the provisions of this Agreement. The parties acknowledge that except as otherwise expressly provided herein, they have fully negotiated with respect to the terms and conditions of employment and have settled them for the term of this Agreement in accordance with the provisions thereof.

ARTICLE 25 SEVERABILITY

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

**ARTICLE 26
DURATION OF AGREEMENT**

The term of this Agreement shall become effective on April 1, 2016, and shall remain effective through March 31, 2021, and for such further period as may be agreed upon by both parties. All terms and conditions set forth in this Agreement shall remain in full force and effect until the parties have executed a new agreement.


**ARTICLE 27
APPROVAL OF THE LEGISLATURE**

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

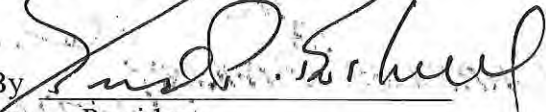
IN WITNESS THEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives.

**CIVIL SERVICE EMPLOYEES
ASSOCIATION, INC.**

By 
Date 12/13/17

By 
Date: December 13, 2017

**DORMITORY AUTHORITY OF
THE STATE OF NEW YORK**

By 
President
Date 12-13-17

ACKNOWLEDGEMENTS OF OFFICERS EXECUTING AGREEMENT

STATE OF NEW YORK)
) ss:
COUNTY OF ALBANY)

On the 13th day of December, in the year 2017, before me personally came GERRARD P. BUSHELL to me known, who, being duly sworn, did depose and say that (s)he resides in New York County, State of New York; that (s)he is the PRESIDENT of the Dormitory Authority of the State of New York, the corporation described in and which executed the above Agreement; and the (s)he signed their name thereto by order of the Board of Directors of said corporation.

[Handwritten signature of Debra Pulenskey Drescher]

Notary Public
DEBRA PULENSKEY DRESCHER
Notary Public, State of New York
No. 02DR4812413
Qualified in Albany County
Commission Expires March 30, 2018
Aug. 4,

STATE OF NEW YORK)
) ss:
COUNTY OF ALBANY)

On the 13th day of Dec., in the year 2017, before me personally came ELIZABETH MORAN to me known, who, being duly sworn, did depose and say that (s)he resides in SARATOGA County, State of New York; that (s)he is the PRESIDENT of Civil Service Employees Association, Inc., the labor organization described in and which executed the above Agreement; and that (s)he signed their name thereto by order of the PRESIDENT of said labor organization and that the members of said labor organization did ratify said Agreement by a vote of the membership on the 12th day of Dec. 2017.

[Handwritten signature of Debra Pulenskey Drescher]

Notary Public
DEBRA PULENSKEY DRESCHER
Notary Public, State of New York
No. 02DR4812413
Qualified in Albany County
Commission Expires March 30, 2018
Aug. 4

STATE OF NEW YORK)
) ss:
COUNTY OF ALBANY)

On the 13th day of Dec. in the year 2017, before me personally came CHARLES BARLEY to me known, who, being duly sworn, did depose and say that (s)he resides in SARATOGA County, State of New York; that (s)he is the LABOR RELATIONS SPECIALIST of Civil Service Employees Association, Inc., the labor organization described in and which executed the above Agreement; and that (s)he signed their name thereto by order of the PRESIDENT of said labor organization and that the members of said labor organization did ratify said Agreement by a vote of the membership on the 12th day of Dec. 2017.

[Handwritten signature of Debra Pulenskey Drescher]

Notary Public

DASNY Draft POSITION CLASSIFICATION CATEGORIES

AND

SALARY RANGES

JANITORIAL SERVICES & SECURITY GUARD STAFF

	Increment Amount	Hire Rate	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Job Rate
Hourly Rates													
Janitorial Services Assistant													
1-Apr-16	\$ 0.38	\$ 12.08	\$ 12.46	\$ 12.85	\$ 13.23	\$ 13.61	\$ 14.00	\$ 14.38	\$ 14.76	\$ 15.15	\$ 15.53	\$ 15.92	\$ 16.30
1-Apr-17	\$ 0.39	\$ 12.32	\$ 12.71	\$ 13.10	\$ 13.50	\$ 13.89	\$ 14.28	\$ 14.67	\$ 15.06	\$ 15.45	\$ 15.84	\$ 16.23	\$ 16.62
1-Apr-18	\$ 0.40	\$ 12.57	\$ 12.97	\$ 13.37	\$ 13.77	\$ 14.16	\$ 14.56	\$ 14.96	\$ 15.36	\$ 15.76	\$ 16.16	\$ 16.56	\$ 16.96
1-Apr-19	\$ 0.41	\$ 12.82	\$ 13.23	\$ 13.63	\$ 14.04	\$ 14.45	\$ 14.85	\$ 15.26	\$ 15.67	\$ 16.08	\$ 16.48	\$ 16.89	\$ 17.30
1-Apr-20	\$ 0.41	\$ 13.08	\$ 13.49	\$ 13.91	\$ 14.32	\$ 14.74	\$ 15.15	\$ 15.57	\$ 15.98	\$ 16.40	\$ 16.81	\$ 17.23	\$ 17.64
Security Guard													
1-Apr-16	\$ 0.45	\$ 14.75	\$ 15.20	\$ 15.66	\$ 16.11	\$ 16.56	\$ 17.01	\$ 17.46	\$ 17.91	\$ 18.36	\$ 18.82	\$ 19.27	\$ 19.72
1-Apr-17	\$ 0.46	\$ 15.05	\$ 15.51	\$ 15.97	\$ 16.43	\$ 16.89	\$ 17.35	\$ 17.81	\$ 18.27	\$ 18.73	\$ 19.19	\$ 19.65	\$ 20.11
1-Apr-18	\$ 0.47	\$ 15.35	\$ 15.82	\$ 16.29	\$ 16.76	\$ 17.23	\$ 17.70	\$ 18.17	\$ 18.64	\$ 19.11	\$ 19.58	\$ 20.05	\$ 20.52
1-Apr-19	\$ 0.48	\$ 15.66	\$ 16.14	\$ 16.61	\$ 17.09	\$ 17.57	\$ 18.05	\$ 18.53	\$ 19.01	\$ 19.49	\$ 19.97	\$ 20.45	\$ 20.93
1-Apr-20	\$ 0.49	\$ 15.97	\$ 16.46	\$ 16.95	\$ 17.43	\$ 17.92	\$ 18.41	\$ 18.90	\$ 19.39	\$ 19.88	\$ 20.37	\$ 20.86	\$ 21.34

