

April 1, 2021 -- March 31, 2026

AGREEMENT BETWEEN

THE DORMITORY AUTHORITY OF THE STATE OF NEW YORK

AND

LOCAL 698 OF THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.

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AGREEMENT BETWEEN

THE DORMITORY AUTHORITY OF THE STATE OF NEW YORK

And

LOCAL 698 OF 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 Local 698 of the Civil Service Employees Association, Inc., hereinafter referred to as "Local 698," representing Employees of the DASNY covered by the terms of this Agreement.

ARTICLE 1 RECOGNITION

- 1.1 DASNY, pursuant to Article 14 of the New York State Civil Service Law, also known as the Public Employees' Fair Employment Act, has recognized and hereby continues to recognize Local 698 as the sole and exclusive representative for collective negotiations with respect to salaries, wages, hours and other terms and conditions of employment for those employees employed in the titles and the Operational Units listed in Appendix A to this Agreement and any other positions that are placed into such bargaining unit in accordance with the provisions of Article 3 entitled "Representation Status of Future Positions". The terms "Employee" and "Employees" when referred to in this Agreement shall refer to only those employees of DASNY included in the Local 698 bargaining unit pursuant to Article 1 of this Agreement.
- 1.2 Appendix A sets forth, as of the date of Appendix A, (i) the titles comprising the bargaining unit represented by Local 698; (ii) the Operational Units in DASNY to which each title is assigned, (iii) the total number of positions in that title in the Operational Unit, and (iv) the total number of such positions in the Operational Units that are in the bargaining unit. The parties to this Agreement acknowledge that there are titles identical to those listed in Appendix A in the same Operational Unit or other Operational Units of DASNY that are not represented, including those that are employed in positions designated Managerial or Confidential.
- 1.3 The titles of Janitorial Services Assistant, Security Guard, and Student Intern are excluded from the Bargaining Unit and Local 698 agrees that it will not seek to represent such titles for the duration of this Agreement.
- 1.4 No less than full-time employee not set forth in Appendix A shall be eligible to be considered part of Local 698 until: (i) they have been continuously employed in their position with DASNY for a period of thirty-nine weeks; (ii) they have successfully completed the probationary period, and (iii) the representational status of the position has been determined pursuant to Article 3 of this Agreement. In no event shall the thirty-nine week period of time served by an employee include

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

- 1.5 Local 698 agrees that DASNY may establish and fill one or more positions performing CSEA bargaining unit work to be classified as "exempt" in accordance with the provisions of this Section 1.5. Any such exempt positions performing CSEA bargaining agreement work shall be paid from a specific budgetary line item that may be funded in an amount not to exceed \$300,000 for each fiscal year. DASNY agrees to provide Local 698 with a monthly statement detailing the exempt positions created to perform CSEA Unit work; the names of the employees hired into such exempt positions; the period of time each employee has been working in an exempt position for the fiscal year and the dollars expended year to date from this line item. These exempt positions shall be excluded from the Bargaining Unit and Local 698 agrees that it will not seek to represent such positions.
- 1.6 DASNY shall not assign work ordinarily performed by Employees to persons not represented by Local 698. This paragraph, however, shall not apply to work performed by employees designated Managerial or Confidential, and employees holding positions referred to in Sections 1.3, 1.4 and 1.5 of this Article, or work performed pursuant to a contract, other than a collective bargaining agreement, to which DASNY is a party.
- 1.7 DASNY and Local 698 agree, pursuant to section 208 of Article 14 of the New York State Civil Service Law, that Local 698 shall have unchallenged representation status for the maximum period permitted by law on the date of execution of this Agreement.

ARTICLE 2 STATEMENT OF POLICY AND PURPOSE

- 2.1 It is the policy of DASNY to continue harmonious and cooperative relationships with its Employees and to insure the orderly and uninterrupted operations of DASNY. This policy is effectuated by the provisions of the Public Employees' Fair Employment Act granting public employees the rights of organization and collective representation concerning the determination of the terms and conditions of their employment.
- 2.2 DASNY and Local 698 now desire to enter into an Agreement reached through collective negotiations that will have for its purposes, among others, the following:
 - a. To recognize the legitimate interests of the Employees of DASNY to participate through collective negotiations in the determination of the terms and conditions of their employment.
 - b. To promote fair and reasonable working conditions.
 - c. To promote individual efficiency and service to the citizens of the State.
 - d. To avoid interruption or interference with the efficient operation of DASNY.
 - e. To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

ARTICLE 3
REPRESENTATION STATUS OF FUTURE POSITIONS

- 3.1 This Article shall govern representation of employees by Local 698 and DASNY.
- 3.2 If all positions in an Operational Unit are represented by Local 698, such positions and any vacancies, newly created, reclassified or promotional positions or titles in that Operational Unit shall continue to be represented by Local 698, unless such position is designated Managerial or Confidential.
- 3.3 Any newly created position proposed to be designated Confidential by DASNY shall be considered unrepresented until PERB, pursuant to an application to be promptly filed by DASNY upon request to file made of DASNY by Local 698 determines that the position does not qualify for designation as Confidential. Upon a determination by PERB that the position is not a Confidential position, the representational status of this position shall be determined in accordance with the requirements of this Article.
- 3.4 Any newly created position proposed to be designated Managerial by DASNY for which the Grade level for that position is established as 60 or above and for which the Job Hire Rate shall be a minimum of \$103,614 (one hundred and three thousand six hundred and fourteen dollars) shall be considered unrepresented until PERB determines pursuant to an application to be promptly filed upon request to file made of DASNY by Local 698 that the position does not qualify for designation as Managerial. Upon a determination by PERB that the position is not a Managerial position, the representational status of this position shall be determined in accordance with the requirements of this Article.

ARTICLE 4
CSEA LOCAL 698 RIGHTS

4.1 Exclusive Negotiations with Local 698

Except as required by Article 14 of the New York State Civil Service Law, DASNY will not negotiate nor meet with any employee organization other than Local 698 with reference to terms and conditions of employment of Employees. When such organizations, whether organized by Employees or others, request meetings, they will be advised by DASNY to transmit their requests concerning terms and conditions of employment to Local 698. Upon such referral, Local 698 agrees to fulfill its obligation as a collective negotiating agent to represent Employees.

4.2 Payroll Deduction

- a. Local 698 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.

4.3 Bulletin Boards

- a. DASNY shall provide exclusive bulletin board space in an accessible place in each area occupied by a substantial number of Employees for the purpose of posting bulletins, notices, and material issued by Local 698, which shall be signed by the President of Local 698 or the President's authorized designee. No such material shall be posted, which is profane, obscene or defamatory of DASNY or its representatives or which constitutes election campaign material for or against any person, organization or faction.
- b. The number and location of bulletin boards, as well as arrangement with reference to placing material thereon and removing material there from, shall be subject to mutual understanding between DASNY and Local 698 provided, however, that any understanding reached with respect thereto shall provide for the removal of any bulletin or material objected to by DASNY, which removal may be contested pursuant to the Contract Grievance procedure set forth in this Agreement.

4.4 Meetings

Upon request of the President of Local 698 or the President's authorized designee, meetings of Local 698 may be held during normal business hours in appropriate, available meeting space in buildings owned or leased by DASNY, provided that such request is made in advance and that Local 698 agrees to reimburse DASNY for any additional expense incurred in the furnishing of such space.

4.5 Access to Employees

- a. Local 698 representatives shall, on an exclusive basis except during periods of challenge, as defined in section 208 of the Civil Service Law, have reasonable and appropriate access to Employees during working hours to explain Local 698 membership, services and programs under arrangements mutually developed with DASNY. Any such arrangements shall insure that such access shall not interfere with Employees' work duties or work performance.
- b. DASNY may make reasonable and appropriate arrangements with Local 698 whereby Local 698 may advise Employees of the additional availability of Local 698 representatives for consultations during non-working hours concerning Local 698 membership, services and programs.

4.6 List of Employees

A listing of the name, job title, seniority date, and position classification of all Employees of DASNY shall be provided at the expense of DASNY to the President of Local 698 or the President's authorized designee on or about May 1st of each year.

4.7 CSEA Local 698 Leave

- a. Upon request of the President of Local 698 or the President's authorized designee, DASNY will grant reasonable employee organization leave, including travel time if appropriate, to members of Local 698 for the purposes and within the provisions set forth below:
 1. For two delegate meetings per annum of the Civil Service Employees Association, Inc., hereinafter referred to as "CSEA," provided that no more than two members of Local 698 attend any one such meeting.
 2. For CSEA Board of Directors meetings, Directors' Committee meetings and Standing Committee meetings, provided the Employee is a member of CSEA's Board of Directors or a CSEA Standing Committee.
 3. For the investigation and processing of Contract Grievances pursuant to the Contract Grievance Procedure set forth in this Agreement.
 4. For mutually scheduled meetings with management of DASNY and to prepare for such meetings.
 5. Under special circumstances, and upon advance request, additional employee organization leave for meetings may be granted by the President or the President's authorized designee.
- b. The President of Local 698 or the President's authorized designee shall provide on a semi-annual basis to the President and to the Vice President or designee a list of the names and the nature of the official responsibilities for CSEA Local 698's officers and directors, and other Employees with assigned official Local 698 responsibilities.

- c. Travel time as used in this Article shall mean actual and necessary travel time, not to exceed four hours each way.
- d. Employee organization leave shall not be chargeable to an Employee's leave credits, however, the time shall be recorded to the appropriate Authority project code.

**ARTICLE 5
MANAGEMENT RIGHTS**

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

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

**ARTICLE 6
NO STRIKES**

- 6.1 Local 698 shall not engage in a strike nor cause, instigate, encourage or condone a strike.
- 6.2 Local 698 shall exert its best efforts to prevent and terminate any strike.
- 6.3 Nothing contained in this Agreement shall be construed to limit the rights, remedies or duties of DASNY, Local 698 or Employees under the laws of the State of New York.

**ARTICLE 7
CLASSIFICATION AND COMPENSATION**

- 7.1 Salary and Step Program
 - 7.1 (a) Employees are assigned to one of the following categories on the Salary and Step Program:
 - 7.1 (a) 1 Full-time Employee (F/T): An Employee who on an annual basis is regularly scheduled to work a 37.5 hour work week and is paid at an annual rate; or
 - 7.1 (a) 2 Less Than Full-Time Employee (L/FT): An Employee who on an annual basis is regularly scheduled to work less than a 37.5 hour workweek and is paid at a prorated annual rate.

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

7.1 (b)1 Appendix D, which is attached to the Agreement, reflects the Salary and Step Program in effect from April 1, 2021 through March 31, 2026 for employees hired prior to May 22, 2015 while they remain in the position in which they were employed as of May 21, 2015; and who (i) transfer to a position within the same Salary Grade; (ii) transfer to a lower salary grade; (iii) are reclassified within the same salary grade; or (iv) are assigned out-of-title within the same Salary Grade. Employees who were placed on Appendix D-1 subject to the above transactions during the term of the prior Agreement shall be placed on Appendix D on the Salary Step he/she would have been entitled to had they not been placed on Appendix D-1 through the term of the prior Agreement.

7.1 (b) 2 Appendix D establishes for each grade a hiring rate and job rate, with sixteen annual steps, including longevity steps at Steps 10, 13, and 16. The increments and longevity amounts for the 2021-2022, 2022-2023, 2023-2024, 2024-2025 and 2025-2026 fiscal years include Cost of Living Adjustments (COLAs) in the following amounts: 2.0%, 2.0%, 3.0%, 3.0% and 3.0%.

7.1 (b) 3 Appendix D-1, which is attached to this Agreement, reflects the Salary and Step Program in effect for all Employees hired on or after May 22, 2015. In addition, Employees hired prior to May 22, 2015 shall be eligible for the Extended Job Rate provided in Appendix D-1 if they are placed in or assigned a new position on or after May 22, 2015 (except as provided in Section 7.1 (b) 1 above). The Extended Job Rate shall be applicable in the following transactions: (i) promotion; (ii) reclassification to a higher Salary Grade; or (iii) assignment out-of-title in a higher Salary Grade. Appendix D-1 establishes for each grade a hiring rate and job rate with twelve annual steps, plus an Extended Job Rate for eligible employees. The increments, job rate and Extended Job Rate for 2021-2022, 2022-2023, 2023-2024, 2024-2025 and 2025-2026 fiscal years include Cost of Living Adjustments (COLAs) in the following amounts: 2%, 2%, 3%, 3% and 3%.

Employees hired prior to May 22, 2015 who accept an employment opportunity pursuant to Article 23 of this Agreement, receive out of title compensation and/or reclassification shall be assigned to Appendix D-1 with the Extended Job Rate. In such instance, applicable annual step movement for those who qualify will be provided consistent with the increment amount as defined on Appendix D-1 up to the Extended Job Rate.

Employees who return to formerly held positions pursuant to Article 24.4 or 24.9 of this Agreement shall be returned to the Appendix and the Step held in their prior position, except in cases where an employee is eligible for Step movement. Transactions resulting from "bumping" and "recall" under Article 26 shall not result in a change to or within the Appendix to which the employee was assigned at the time of layoff.

- 7.1 (b) 4 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 an outstanding, highly effective or effective rating on their annual performance evaluation as defined in Article 9. Effective April 1, 2024, the ratings shall become null and void, and employees shall be eligible for step movement provided they have met performance expectations on their annual performance evaluation as defined in Article 9.
- 7.1 (c) DASNY reserves the right to classify and assign grades to new positions in accordance with this Agreement, except as follows: Positions in existence prior to April 1, 2015 shall not be reclassified and/or reallocated into Appendix D-1 Salary Band 3 (Para & Entry Level Professional II) or Salary Band 5 (Professional II); provided, DASNY shall not be limited to allocating or classifying any positions not in existence on or after April 1, 2015 to any Salary Band.
- 7.1 (d) It is the intent of the parties to this Agreement that both the salary payments and any lump sum payments made to Employees as part of Article 7 are to be pensionable to the extent otherwise permitted by law.
- 7.1 (e) Unless the parties negotiate otherwise, there will be step movement for eligible employees in each fiscal year according to the collective bargaining agreement in effect, consistent with Civil Service Law Section 209-a (1) (d) and (e).
- 7.2 Fiscal Year 2021-2022
Effective April 1, 2021, those Employees who satisfy the requirements of Section 7.1 (b) 4 shall be assigned to the next step in their grade and paid the salary applicable to that step for the 2021-2022 fiscal year.
- 7.3 Fiscal Year 2022-2023
Effective April 1, 2022, those Employees who satisfy the requirements of Section 7.1 (b) 4 shall be assigned to the next step in their grade and paid the salary applicable to that step for the 2022-2023 fiscal year.
- 7.4 Fiscal Year 2023-2024
Effective April 1, 2023, those Employees who satisfy the requirements of Section 7.1 (b) 4 shall be assigned to the next step in their grade and paid the salary applicable to that step for the 2023-2024 fiscal year.
- 7.5 Fiscal Year 2024-2025
Effective April 1, 2024, those Employees who satisfy the requirements of Section 7.1 (b) 4 shall be assigned to the next step in their grade and paid the salary applicable to that step for the 2024-2025 fiscal year.
- 7.6 Fiscal Year 2025-2026
Effective April 1, 2025, those Employees who satisfy the requirements of Section 7.1 (b) 4 shall be assigned to the next step in their grade and paid the salary applicable to that step for the 2025-2026 fiscal year.

7.7 Promotions and Reclassifications

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

- a. The hire rate of the new position's grade; or
- b. Placement on the step in the new position's grade that results in the greatest base salary for the applicable fiscal year not in excess of a five percent (5%) increase above the Employee's current salary; provided however, that, to the extent such new base salary is less than five percent (5%) above the Employee's current salary, the difference between such new salary and the current salary plus five percent (5%) shall be paid to the Employee in a lump sum that is not added to the Employee's new base salary. Effective for individuals promoted or reclassified after ratification of this Agreement by both parties, placement on the step in the new position's grade that results in the greatest base salary for the applicable fiscal year not in excess of a seven percent (7%) increase above the Employee's current salary; provided however, that, to the extent such new base salary is less than seven percent (7%) above the Employee's current salary, the difference between such new salary and the current salary plus seven percent (7%) shall be paid to the Employee in a lump sum that is not added to the Employee's new base salary.

7.8 Location Differential

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

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

A location differential of Five Thousand and Fifty-Four Dollars (\$5,5054.00) and that amount shall continue to be paid each April 1 thereafter.

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

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

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

- c. Any L/FT Employee who is assigned to an official station in New York State situated within Nassau, Suffolk, Rockland or Westchester Counties or the City of New York or the Mid-Hudson Region in the Counties of Dutchess,

Orange and Putnam, shall receive for that fiscal year a pro-rated payment in addition to any other salary to which such Employee is entitled a location differential that is a pro-rated amount of the location differential that would be payable to a F/T Employee. The prorated portion shall be calculated by determining the percentage that the hours in DASNY's full-time workweek bear to the regularly scheduled number of hours per workweek worked by the L/FT Employee and multiplying such percentage times the location differential sum payable to a F/T Employee for that fiscal year.

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

7.9 Calculation of Bi-Weekly Salary Payments

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

7.10 Additional Longevity Payment

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

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

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

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

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

(b) Effective April 1, 2024, the language set forth in Section 7.10(a) shall become null and void and replaced as follows:

An Employee may be entitled to receive a longevity payment after the employee has completed one year of service at the job rate or the extended job rate, as applicable, on the appropriate salary schedule and has completed the years of service as follows:

Completed 15 yrs. of service:	\$500
Completed 20 yrs. of service:	\$1,000
Completed 25 yrs. of service:	\$1,500
Completed 30 yrs. of service:	\$2,000
Completed 35 yrs. of service:	\$2,500

Such longevity amounts are non-cumulative and shall not be included in base salary. Employees who have been determined to not have met performance expectations through the evaluation process as set forth in Article 9, shall not be entitled to receive the longevity payment in that year.

(c) Employees eligible based on their rating for the longevity payment set forth in Section 7.10 (a) or (b), as applicable, above will be entitled to said payment as of April 1st each year.

ARTICLE 8 BONUS PROGRAM

- 8.1 DASNY shall determine on an annual basis and in the President's sole and exclusive discretion whether a bonus will be granted to one or more Employees based on the individual's unique contributions to the success of DASNY. Such bonus shall be paid in an amount and at a time to be determined by DASNY, but will be paid in addition to any compensation due under Article 7 of this Agreement and will not be added to the base compensation of any Employee.
- 8.2 DASNY may reward an Employee for a specific instance of extraordinary performance by making a lump sum payment from a bonus pool. Such award of a bonus will be made in the President's sole and exclusive discretion.
- 8.3 DASNY may accelerate an Employee one or two steps on the salary schedule and increase such Employee's base salary based upon extraordinary performance. Such award of a performance advance will be made in the President's sole and exclusive discretion.

ARTICLE 9 EMPLOYEE PERFORMANCE EVALUATION PROGRAM

- 9.1 DASNY will continue a performance evaluation program for the Employees of DASNY.
- 9.2 Employee performance will be evaluated on an ongoing basis.
- 9.3 An Employee's performance will be evaluated formally at least once a year (Annual Performance Evaluation). DASNY may evaluate more frequently in its discretion; provided, however, the annual evaluation must be completed prior to March 31st of each year for the prior year performance review period. 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. If an Employee's overall written performance evaluation rating submitted by the immediate supervisor for final approval is changed by anyone other than such supervisor, a written justification for the change in rating shall be made in writing by the individual making the change and

included and attached to the final performance evaluation.

- 9.4 The rating categories for an Employee's overall annual performance evaluation shall be "Outstanding", "Highly Effective", "Effective", "Needs Improvement" and "Unsatisfactory"; and each individual rating category shall include "Outstanding", "Highly Effective", "Effective", "Needs Improvement" and "Unsatisfactory". Effective for the 2023 evaluation year, and thereafter, the rating categories set forth in Section 9.4 shall be null and void and not considered part of this Agreement. A copy of the evaluation form is attached as Appendix "G".
- 9.5 Should an Employee receive an Annual Performance Evaluation overall rating of "Needs Improvement" or "Unsatisfactory," the Employee shall be entitled to have the "Needs Improvement" or "Unsatisfactory" rating reviewed consistent with the following provisions: Effective for the 2023 evaluation year, the above language shall be considered null and void and replaced with the following: Effective for the 2023 evaluation period, and thereafter, should an employee receive an Annual Performance Evaluation that designates the Employee as not meeting performance expectations, the Employee shall be entitled to have such designation reviewed consistent with the following procedures:
- a. Unit members shall have ten (10) working days from receipt of their evaluation to provide written notice to the DASNY Vice-President, or designee, and the President of Local 698, or designee, of their desire to appeal the receipt of a "Needs Improvement" or "Unsatisfactory" evaluation rating pursuant to this Article. Failure to provide such written notice within ten (10) working days shall foreclose review of the employee's evaluation rating.
 - b. The review will be conducted by a panel of four persons, two designated by the President for that purpose and two employees designated by the President of Local 698 (Annual Performance Evaluation Rating Review Panel).
 - c. The panel may only have one member of the Employee's Division serving as a reviewing panelist.
 - d. The panel will meet within 30 business days of receiving the written request for review.
 - e. There must be agreement from a majority of the members of the panel to overturn the Employee's "Needs Improvement" or "Unsatisfactory" Annual Performance Evaluation rating and to determine the Employee's revised Annual Performance Evaluation Rating.- Effective for the 2023 evaluation period, the above language shall be null and void and replaced with the following: Effective for the 2023 evaluation period, and thereafter, there must be agreement from a majority of the members of the panel to overturn the designation that the Employee had not met performance expectations.
 - f. The Annual Performance Evaluation Rating Review Panel shall give the Employee and the Employee's immediate supervisor each a reasonable

opportunity to present their positions in writing before rendering the Panel's decision.

- g. The Panel, in their consideration of the Employee's appeal of their Annual Performance Evaluation Rating, is not limited in its deliberations to a review of the presentations made by the Employee or the Employee's supervisor. If the Panel considers information other than that presented by the Employee and the Employee's supervisor, then the Panel shall provide that information to the Employee and supervisor and give them an opportunity to respond in writing before the Panel makes a determination.
- h. The Panel's decision is final and not subject to the provisions of Article 21: Grievance and Article 22: Arbitration of this Agreement or any other administrative or judicial review process.
- i. The panel's decision shall be rendered in writing to the Employee, the President, or the President's designee, Local 698's President, the Employee's Supervisor, the Managing Director of the Employee's Division and a copy shall be provided to Human Resources for inclusion in the Employee's personnel file.

9.6 A labor management committee shall be formed for the purpose of modernizing and improving the performance evaluation process. The labor management committee shall meet within forty-five (45) days from the date of ratification of this Agreement. The committee shall consist of three (3) members chosen by CSEA Local 698 and three (3) members selected by management. Through concerted effort and cooperation, the committee shall review the performance evaluation process and make a recommendation for a new process. The committee's recommendation may only be adopted by mutual consent of CSEA Local 698 and DASNY.

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

10.1 Retirement

- a. DASNY shall continue to provide Employees the retirement benefits, optional or otherwise, which DASNY, as a participating employer of the New York State Employees' Retirement System, has provided pursuant to the provisions of the Retirement and Social Security Law of the State of New York or any other applicable statute.
- b. Waiver: All Employees for whom membership in the New York State and Local Employees' Retirement System is optional and who choose not to join the New York State and Local Employees' Retirement System are required to acknowledge to DASNY, in writing, waiver of membership.

10.2 Flexible Benefit Spending Plan

DASNY will continue the Flexible Benefit Spending Plan for Employees.

10.3 Survivor Benefit

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

10.4 Deferred Compensation Program

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

**ARTICLE 11
EMPLOYEE HEALTH INSURANCE PROGRAMS**

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

a. Health and Prescription Drug Coverage:

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

b. Dental Benefit Coverage:

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

- c. Vision Benefit Coverage:
1. DASNY will provide Employees the New York State Vision Care Plan offered to Management/Confidential New York State Employees through the New York State Civil Service Department.
 2. DASNY will provide those Retirees who retired from DASNY on or after June 1, 2004, the benefits required by COBRA for the New York State Vision Care Plan offered to Management/Confidential New York State Employees through the New York State Civil Service Department.
- d. CSEA EBF Vision and Dental Plans:
1. Bargaining unit members and their dependents shall have the option to enroll in the CSEA Employee Benefit Fund Dental and Vision Plan(s). DASNY shall contribute the same flat dollar amount for the enrollee toward the cost of the CSEA EBF Dental and Vision plans as paid by DASNY for plans provided by Articles 11.1(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 (1) dental plan for the enrollee equal to the amount paid by DASNY for Plans provided under Article 11.1(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 CSEA EBF 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.

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

- a. For Full-Time Employees:
Full-time Employees shall continue to be eligible for the benefits provided in Section 11.1 in accordance with Section 11.3.
- b. For Certain Less Than Full-Time Employees:
Those Employees who are regularly scheduled to work less than thirty-seven and one-half hours but at least eighteen and three quarter hours per workweek will be eligible for the benefits provided by Sections 11.1 in accordance with the provisions of Section 11.3 (d).

11.3 Payment of Premiums

- a.
 1. DASNY will pay seventy-one percent (71%) of the dependent coverage and eighty-four (84%) of the individual coverage and the full-time Employee will pay twenty-nine percent (29%) of the dependent coverage and sixteen percent (16%) of the individual coverage of the premium for the health and prescription drug plan coverage selected by the full-time Employee from those offered by DASNY through the New York State Civil Service Department, except that for employees hired on or after January 1, 2021, DASNY will pay sixty-nine percent (69%) of the dependent coverage and eighty-four percent (84%) of the individual coverage and the full-time employee will pay thirty-one percent (31%) of the dependent coverage and sixteen percent (16%) of the individual coverage. Employees who are classified in Salary Band 1 of the attached classification plan (Appendix D or D-1) will pay twenty-seven percent (27%) of the dependent coverage and sixteen percent (16%) of the individual coverage.
 2. NYSHIP enrollees who can demonstrate and attest to having other coverage from a provider other than NYSHIP, may annually elect to opt-out of NYSHIP's Empire Plan or Health Maintenance Organizations. Employees currently participating in individual coverage under NYSHIP who choose not to enroll in NYSHIP individual coverage will receive an annual payment of \$1,500 for not electing individual coverage. Employees currently participating in family coverage under NYSHIP who choose not to enroll in NYSHIP family coverage will receive an annual payment of \$3,500 for not electing family coverage. The Opt-out program will allow for re-entry to NYSHIP during the calendar year subject to a Federally Qualifying Event and during the annual option transfer period. The Opt-out payment will be prorated over the twenty-six (26) payroll cycles of each plan year that the employee is eligible.
- b. DASNY will pay ninety-two and one half percent (92.5%) and each full-time Employee will pay seven and one-half percent (7.5%) of the annual premiums charged to DASNY by the State of New York for the cost of the Group Health Incorporated ("GHI") Preferred Dental Plan.
- c. DASNY will pay ninety-two and one half percent (92.5%) and the full-time Employee will pay seven and one-half percent (7.5%) of the annual costs charged to DASNY by the State of New York for the cost of the New York State Vision Care Plan offered to Management/Confidential New York State Employees.
- d. Less Than Full-Time Employees.

DASNY will pay a portion of the premium for the health and prescription drug, dental and vision plan coverage selected by certain less than full-time eligible Employee as defined in Section 11.2 (b) from those plans offered by DASNY through the New York State Civil Service Department. That portion is determined by calculating the percentage that the hours in DASNY's full-time workweek bear to the regularly scheduled number of hours per workweek worked by the less than full-time eligible Employee. Thereafter multiply that percentage times the share of any insurance

premium DASNY has agreed in Section 11.3 to pay for full-time Employees. However, in no case will DASNY pay more than the percent of any premium payable on behalf of a full time employee.

- e. Retirees will continue to be responsible for their portion of the payment of any premiums associated with the benefits provided to Retirees under Section 11.1 and 11.3 (f).
- f. Retirees.
 - 1. Employees will be eligible for retiree health insurance if the Employee has at least ten cumulative years of service with DASNY, not necessarily continuous service, is enrolled in NYSHIP health insurance at the time of retirement and is otherwise eligible to retire and to meet all NYSHIP requirements to receive such retiree health insurance.
 - 2. Pre-January 1, 1983 Retirees. Employees who retired prior to January 1, 1983 shall have individual coverage for health insurance one hundred percent (100%) paid by DASNY and family coverage for health insurance seventy-five percent (75%) paid by DASNY.
 - 3. Post-January 1, 1983 Retirees. Employees who retired on or after January 1, 1983 shall have individual coverage for health insurance ninety percent (90%) paid by F and family coverage for health insurance seventy-five percent (75%) paid by DASNY.

11.4 Extension of Coverage

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

ARTICLE 12 ATTENDANCE AND LEAVE

12.1 Attendance Rules

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

12.2 Hours of Work

- a. The normal workday will consist of 7.5 hours and the normal workweek will be five 7.5-hour days for a total of a 37.5-hour workweek.
- b. An Employee's normal work schedule must be within the following parameters:

1. Monday through Friday; and
 2. Start time between 7:00 a.m. to 9:30 a.m.; and
 3. A minimum one-half hour lunch period and a maximum lunch period of one hour; and
 4. Workday end time between 3:00 p.m. and 5:30 p.m.
- c. Job sharing and reduced work schedules may be authorized at the discretion of the President (or designee). All requests shall be submitted to the President for consideration.

12.3. Telecommuting

- a. In supplement to the attached Telecommuting guidelines, employees may apply to be permitted to telecommute in accordance with the following procedures:
 1. The Telecommuting Program shall consist of three parts: Telecommuting (12.3), Limited Work From Home (LWFH) (Article 12.4), and Remote Work to Care for a Family Member (12.5)
 2. Employees must apply by completing and submitting the Telecommuting form and approval/denial must be provided by their direct supervisor and their Managing Director;
 3. Employees applying to telecommute must be able to be productive at home to qualify;
 4. Employees are required to work their regularly scheduled hours/days;
 5. Employees shall not require additional resources or expenses from DASNY to telecommute (e.g., office furniture, Wi-Fi costs etc.) Employees must comply with the attached Telecommuting guidelines/policy, including the Telecommuting form, attached as Appendix "H";
 6. Employees on probation may be considered for eligibility after completing three (3) months of probation. Recommendations to participate shall be submitted with the employee's three-month performance summary. However, if the employee is not recommended for telecommuting during their probationary period of employment, such decision is not subject to the Appeal Process set forth below in Article 12.3(e) or to the provisions of Article 21 (Grievance) and Article 22 (Arbitration) or any other administrative or judicial review process. Should an employee be denied the ability to telecommute during their probationary period, such employee can reapply to participate in accordance with the

requirements of Article 12.3, once they have completed their probationary period.

- b. The days designated as telecommute days must be consistent with operational needs as determined by DASNY division, department and/or unit management. Employees may only telecommute on up to four (4) workdays per pay period and shall be limited to no more than two (2) contiguous telecommute workdays. For purposes of this Article, Friday and Monday are considered to be two (2) contiguous workdays. Only every other Friday may be designated as a telecommute day, and employees can only telecommute in full-day increments.
- c. DASNY has the right to require employees to report to an official DASNY work location based on operational needs, if necessary, on a previously designated telecommute day.
- d. Revocation of Telecommuting

Should DASNY decide, in its sole discretion, to discontinue telecommuting pursuant to Article 12.3 throughout the entire CSEA bargaining unit (excluding telecommuting provided by Articles 12.4 and 12.5), it shall notify the Union President at least sixty (60) calendar days in advance. Should DASNY determine that it is necessary to discontinue an individual's telecommuting ability, it shall notify the individual at least seven (7) calendar days in advance. Employees who have had their individual telecommuting schedule discontinued, may reapply for permission to telecommute after twelve (12) months following the discontinuation of their telecommuting schedule.

- e. Appeal Process

Should DASNY deny a request to telecommute, such employee may appeal such decision within fifteen (15) calendar days from the date of the decision to the CSEA President and DASNY Vice President, by submitting a written notice setting forth the reasons for the appeal. The CSEA President and DASNY Vice President shall discuss the appeal within thirty (30) business days following receipt of the appeal and issue a written decision within fifteen (15) calendar days from their meeting. Should the CSEA President and DASNY's Vice President disagree as to whether to uphold or overturn the initial decision, the Employee has fifteen (15) calendar days from receipt of the written decision to submit a written appeal to the President of DASNY. The President of DASNY shall issue a final and binding decision within thirty (30) business days of receipt of the appeal. The President's Decision is final and not subject to the provisions of Article 21 (Grievance) and Article 22 (Arbitration) or any other administrative or judicial review process.

Employees who are denied the right to telecommute can reapply twelve (12) months following the discontinuation of their telecommuting schedule.

12.4 Limited Work From Home ("LWFH")

- a. Effective upon ratification of the Agreement, eligible employees may use a pro-rated amount of eight (8) LWFH days for the remainder of the calendar year. Effective January 1, 2024, and thereafter, eligible employees may use up to fifteen (15) LWFH days per year (January 1-December 31). For those who work less than a full year (January 1-December 31), the number of LWFH days shall be pro-rated.
- b. Use of LWFH days shall be limited to no more than two (2) contiguous LWFH days in a row. For purposes of this Article, Friday and Monday are considered to be two (2) contiguous workdays. Such days must be used in full day increments and shall not be carried over from year to year. LWFH days shall not be used the day before or the day after a designated holiday.
- c. In order to be eligible to use such days, unit members must be able to be productive at home, as determined by the employee's supervisor. New hires must have completed their probationary period. The supervisor's determination about productivity shall be final and not subject to the provisions of Article 21 (Grievance) and Article 22 (Arbitration) or any other administrative or judicial review process.
- d. Employees who want to utilize a LWFH day must notify their supervisor as soon as possible of their request, but prior notice to the supervisor must be provided by the employee no later than the start of the employee's scheduled workday. While no written justification is required to be provided, the supervisor may deny the employee's request if it is necessary to have the employee report to work. Such approval shall not be unreasonably withheld. The supervisor's denial of the use of LWFH shall not be subject to the provisions of Article 21 (Grievance) and Article 22 (Arbitration) or any other administrative or judicial review process.
- e. Employees utilizing LWFH days are required to work their regular schedule.
- f. Employees who are approved for an individual telecommuting schedule pursuant to Article 12.3 (Telecommuting Program) shall also be entitled to use the LWFH days in accordance with this section. However, should an individual telecommuting program be discontinued for performance reasons, such individual shall not be able to utilize LWFH days.

12.5 Remote Work to Care for Family Member

- a. Employees who need to care for an immediate family member who has a qualifying serious health condition may be permitted, in DASNY's non-grievable discretion, to work remotely.
- b. For the purposes of this Article, Serious Health Condition is defined under the Family Medical Leave Act.
- c. Immediate Family Member shall be defined as a spouse, child, step-child, parent, step-parent, parents-in-law, or individual who lives in the household.
- d. In order to be eligible to be considered to work from home pursuant to this Section, the following shall apply:
 1. Employees must have completed their probationary period;
 2. Employees are required to submit medical documentation about the family member and provide DASNY with information about what tasks the employee is required to complete to care for the family member;
 3. The employee must be acting as the dedicated caregiver for the family member on the days requested to work from home pursuant to this provision;
 4. Employees must be able to perform all of the essential functions of their job while working remotely;
 5. Employees must be able to be productive working remotely in order to qualify, in accordance with the non-grievable determination of the employee's supervisor;
- e. Employees shall be required to work their regular schedule.
- f. No more than twenty (20) workdays per year may be used pursuant to this section. Such days must be taken in one full work week increments, and is not available for single day use. One full work week is defined as five (5) continuous workdays. (e.g. Th, F, M, T, W)
- g. This provision shall not be applicable for childcare.

12.6 Recall Pay/On-Call Pay

- a. Recall Pay: FLSA non-exempt employees who are recalled into work during off hours shall be compensated for four (4) hours of work when the actual work performed is four (4) hours or less. Employees recalled into work during their off hours who work more than four (4) hours will be paid for actual hours worked. FLSA non-exempt employees will be compensated pursuant to compensatory overtime pay practices. Meals and transportation reimbursement shall be provided pursuant to current DASNY policies and pay practices.
- b. On-Call Pay: At certain times, DASNY Building Services unit employees may be required to come in during their off-hours to respond to work related events within a limited period of time. CSEA Local 698 and DASNY agree to provide compensation to Buildings department employees who are required to respond during off-hours and report to work within a limited amount of time. The requirement to report to work during off-hours is called "On-Call status".

Building Services unit employees placed in On-Call status shall receive a stipend of fifty dollars (\$50) per day for weekday (Monday through Friday) On-Call status, and one-hundred dollars (\$100) per day for weekend On-Call status (Saturday through Sunday). The On-Call status shall be limited to a seven (7) calendar day period and notification of such status shall be in writing. DASNY shall provide a mobile phone to employees placed in On-Call status for the purpose of contacting the employee during off-hours.

Management shall establish an On-Call pool of volunteer employees. Seniority shall be used to determine On-Call status in each seven (7) day period, meaning the On-Call shall be offered to the most senior employee first, in descending order, qualified to perform the required duties, until the number of employees needed for the On-Call assignments are met. When the pool consists of two (2) or more employees, no employee shall work consecutive On-Call periods.

If the employee is recalled into work, section (a) (Recall Pay) shall also apply.

12.7 Overtime

- a. Overtime is defined as hours worked at the request or direction of DASNY in excess of 40 hours in any workweek, Thursday through Wednesday by Employees in positions that are overtime eligible by application of federal and state law. Such Employees shall be paid for such overtime worked at the rate of one and one half times an Employee's annual compensation converted to an hourly rate.
- b. In no event shall an Employee be entitled to Overtime unless the Employee is scheduled, requested or directed to work Overtime by DASNY.
- c. Employees who are overtime eligible (non-exempt) are eligible for compensatory time for hours worked in excess of 37.5, up to and including 40 hours. This compensatory time is granted on an hour for hour basis and

requires authorization from their supervisors to work in excess of 37.5 hours.

- d. Compensatory time earned on or after (enter date of full ratification of this Agreement) and for which compensatory time off is provided, shall be paid no later than the close of the fiscal year following the one in which it was earned, at the rate in effect at the time the compensatory time is paid out.

12.8 Holiday Observance

- a. The following holidays shall be observed by DASNY:

1. New Year's Day	8. Columbus Day
2. Dr. Martin Luther King, Jr., Day	9. Election Day
3. Washington's Birthday (Observed)	10. Veteran's Day
4. Memorial Day	11. Thanksgiving Day
5. Juneteenth	12. Day After Thanksgiving Day
6. Independence Day	13. Christmas Day
7. Labor 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 or Sunday.
- e. Holiday Leave credits shall not be added to vacation accruals. An Employee who elects to accrue Holiday Leave credits will be permitted to carry over accrued holiday credits from one year to the next but will not be paid for such accruals if the Employee leaves the service of DASNY.

12.9 Additional Vacation Credit

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

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

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

12.10 Vacation Credit Accumulation

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

12.11 Sick Leave Accumulation

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

12.12 Use of Sick Leave at Half Pay

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

12.13 Use of Personal Leave

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

12.14 Leave for Bereavement or Family Illness

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

12.15 Use of Workers' Compensation Leave with Pay

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

12.16 Maintenance of Time Records

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

12.17 Office Closure

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

12.18 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.

12.19 Leave Donation/Sick Leave Bank

The DASNY Leave Donation Program, dated March 22, 2005, shall be modified to permit the donation of both vacation and compensatory time to employees who are otherwise eligible. Effective upon ratification of this Agreement, DASNY's Leave Donation program referred to above shall be null and void, and shall be replaced by the following:

- a. Employees who wish to participate in a Sick Bank are required to donate two (2) sick days within sixty (60) days following July 26, 2023, by sending written notification to HumanResources@dasny.org. All DASNY employees (i.e. M/C, CSEA) are eligible to participate.
- b. In order to be eligible to donate and participate in the Sick Bank, employees must be on DASNY's payroll for at least 12 months. Following completion of 12 months of employment, such employees are permitted to donate two (2) sick days during the next open enrollment period.
- c. Employees who are otherwise eligible to donate, but who did not initially donate within sixty (60) days after ratification of the Agreement, have the ability to donate two (2) sick days during the annual open enrollment period held each year. However, such employees will be required to wait six (6) months before utilizing the sick bank.

- d. The annual open enrollment period shall be consistent with the open enrollment period for health insurance.
- e. For those members of the sick bank who have donated the necessary number of days as set forth in this section and completed the required waiting period, if applicable, may access the days provided:
 - 1. The sick leave bank participant must have exhausted all of their accrued time (sick, personal, and vacation);
 - 2. The sick leave bank participant has a catastrophic or long-term illness/injury; and
 - 3. The sick leave bank participant has provided medical documentation to DASNY regarding the illness/injury and has provided written consent authorizing the disclosure of such medical documentation to those involved in the sick bank processes.
- f. One representative from DASNY and one representative from CSEA will meet to confer whether or not an injury constitutes a catastrophic or long-term illness/injury. Sick Bank days shall only be provided if it is a unanimous decision between DASNY and CSEA. The decision to approve or not approve sick-bank days is non-grievable and shall not be subject to the provisions of Article 21 (Grievance) and Article 22 (Arbitration) or any other administrative or judicial review process.
- g. Employees who qualify to access days from the Sick Bank, may use up to a maximum of 30 sick bank days related to the same diagnosis.
- h. Should the number of sick days in the bank fall below fifty (50) days, employees who are participants of the sick bank shall have an additional two (2) days deducted from their sick allotment. DASNY shall notify the unit members prior to making such deduction.

ARTICLE 13 EMPLOYEE ASSISTANCE PROGRAM

- 13.1 DASNY will provide an Employee Assistance Program at DASNY's expense in an amount not to exceed twenty-five dollars (\$25) per Employee. DASNY and Local 698 will jointly designate an Employee Assistance Program representative. The representative will receive confidential reports from the contractor providing the Program regarding the number of contacts made by Employees. The sole purpose of such reports will be to enable DASNY and Local 698 to jointly evaluate the utilization and effectiveness of the program.
- 13.2 DASNY will not maintain records regarding the identification of any Employee utilizing the Program whether by name or by any classification without the Employee's consent. No referrals made to the Program will be noted in an individual's personnel file.

ARTICLE 14
EMPLOYEE DEVELOPMENT PROGRAM

- 14.1 DASNY's Employee Development Program is intended to give Employees an opportunity to improve job-related skills and to acquire additional job-related specialized knowledge. The Employee Development Program has as its basic purposes the improvement of Employees' Authority job performance and increasing the number of trained personnel available to fill new and promotional vacancies at DASNY.
- 14.2 DASNY will reimburse any active Employee for the following:
- a. The full tuition cost of any course taken at the direction of DASNY, including books and fees.
 - b. Seventy five percent (75%) of the cost of tuition, books and fees of any course taken outside the normal hours of work at any college, university or professional or technical school registered with the State of New York Department of Education, on the Employee's own initiative, provided that the course is directly related to the duties of the Employee's current job, or that the course is required in a degree program in which the Employee has enrolled and which relates directly to the Employee's current job; that prior Authority approval has been obtained and that the Employee provides evidence of tuition payment and satisfactory course completion.
 - c. Fifty percent (50%) of the cost of tuition, books and fees of any course taken outside the normal hours of work at any college, university or professional or technical school registered with the State of New York Department of Education, on the Employee's own initiative, provided that the course will improve the Employee's general competence for performing the duties of the Employee's current job or a job the Employee can reasonably be expected to assume at DASNY in the future, or that the course is required in a degree program in which the Employee has enrolled and which will improve the Employee's general competence for performing the duties of the Employee's current job or a job the Employee can reasonably be expected to assume at DASNY in the future; that prior Authority approval has been obtained; and that the Employee provides evidence of tuition payment and satisfactory course completion.
 - d. For Employees reimbursed pursuant to subdivisions b. or c. of this section, if at the end of the calendar year in which such reimbursement took place such reimbursement is subject to federal income taxation for Employees generally, DASNY will reimburse one-half (1/2) of the portion not previously reimbursed.
- 14.3 The President or the President's authorized designee shall determine whether a course meets the criteria for reimbursement specified in this Article and shall approve or disapprove applications for reimbursement.
- 14.4 If an Employee is entitled to educational benefits for tuition from any other source for courses covered by this Article, the benefits under this Article will be reduced so

that the total of all benefits from all sources does not exceed the full tuition charges incurred.

- 14.5 Applications for benefits under this Article are available from DASNY. Requests for reimbursement must be submitted within one year of the date of application.
- 14.6 Employees will be limited to a five thousand two hundred (\$5,200) dollars reimbursement for each calendar year. From the start of this Agreement until December 31, 2017 the estimated amount of reimbursement expected under this Article for any course may be advanced to the Employee, provided such Employee is classified as Grade 2 and below on Schedule D or is classified as Grade 4 and below on Schedule D-1 and shall have been employed by DASNY for at least six months prior thereto, and providing the Employee agrees in writing to promptly reimburse DASNY for any advanced funds which exceed the actual reimbursement such Employee is entitled to hereunder. Commencing January 1, 2018, reimbursement may be advanced to any employee earning an annual salary of \$83,088 or less and shall have been employed by DASNY for at least six months prior thereto, and providing the Employee agrees in writing to promptly reimburse DASNY for any advanced funds which exceed the actual reimbursement such Employee is entitled to hereunder.
- 14.7 Any Employee who seeks reimbursement for a course/program pursuant to this Article must present proof of successful completion and passing of the course/program before obtaining reimbursement. For those Employees seeking an advancement of the estimated reimbursement for a course/program, submission of proof of successful completion and a passing grade for the course/program must be submitted within thirty (30) calendar days of the course's/programs' conclusion.
- 14.8 Employees will be eligible under the terms of this Article and subject to the same restrictions of this Article to receive reimbursement for:
 - a. On-line educational courses from a degree granting institution that DASNY would recognize in determining Employee qualifications for hire or promotion; and
 - b. Out-of-state college, university or professional or technical school registered with that state; and
 - c. One hundred percent of (100%) of CLEP examination fees and CLEP course credit, subject to the same conditions of other course reimbursement.
 - d. All fees and other membership costs associated with any professional accreditation/licensure that is required as a minimum qualification in the job description for the employee's current job title.

ARTICLE 15 WORKING CONDITIONS

15.1 Safety Standards

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

15.2 Work Out of Title

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

DASNY shall continue the existing practice of performing desk audits, which are defined as audits of an employee's work for the purpose of determining whether an employee is appropriately classified, his/her position is allocated to the proper grade, and/or whether the employee is working out of their appointed job title.

When desk audits occur, DASNY shall notify the Local 698 President of the affected CSEA Local 698 member and the nature of the desk audit request. Specifically, such notification shall include the name of the employee, the current title of the employee, and the potential title(s) implicated in the request, and the work location where the alleged out of title work is occurring. The notification shall be provided at the beginning of the desk audit process. At the conclusion of the desk Audit, DASNY shall also notify the Local 698 President of the results and determination of the desk audit.

If the desk audit confirms that the employee has been performing higher level duties requiring compensation under this Article 15.2, but the work has been performed for less than twelve (12) months, then management shall place the employee in an out of title status, provide them with backpay effective no less than the date notice was provided to Human Resources, less twenty-five (25) workdays, and post the position pursuant to Article 23 of this Agreement. If the desk audit confirms that the employee is performing higher level duties pursuant to this Article 15.2 for greater than twelve (12) months, the employee shall receive the reclassification and appropriate backpay effective no less than the date notice was provided to Human Resources, less twenty-five (25) workdays, and other applicable articles of this Agreement.

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

- a. DASNY will provide hard hats, safety glasses, rubber boots and rubber rain slickers at field sites for use by field site Employees and those Employees visiting field sites as part of their Authority duties.
- b. DASNY will equip all Authority vehicles with a fire extinguisher, flashlight and emergency flares. During the months of November through April all Authority vehicles shall be equipped with snow tires.
- c. DASNY agrees to reimburse Employees for loss of or damage to personal property suffered in the course of employment upon the following conditions:
 1. Loss of personal property may only be reimbursed if DASNY in advance of the loss authorized the Employee to have the personal property at the work site for the benefit of DASNY
 2. In no event shall payment pursuant to this section exceed two thousand five hundred dollars (\$2,500).
 3. No payment shall be made if it is found that the loss or damage occurred as a result of the negligence of the Employee.
 4. No payment shall be made if the loss or damage occurs while the Employee is not using or wearing the protective safety equipment or clothing provided by DASNY as appropriate to the situation.

15.4 Parking

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

**ARTICLE 16
SEXUAL HARASSMENT**

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

**ARTICLE 17
NO DISCRIMINATION**

- 17.1 Local 698 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, gender identity or expression, military status, predisposing genetic characteristics or familial status.
- 17.2 DASNY agrees that it will comply with all applicable federal and state laws concerning the prohibition against discrimination in the work place, including the non-discrimination protections afforded Employees by the Public Employees' Fair Employment Act.
- 17.3 Claims of discrimination shall not be subject to review under the grievance or arbitration provisions of this Agreement.

**ARTICLE 18
TRAVEL AND MOVING EXPENSES**

18.1 Meal and Lodging Expenses

DASNY agrees to reimburse eligible Employees for their actual and necessary expenses incurred while in travel status in the performance of their official duties for hotel or motel lodging, meals and incidental expenses related thereto at rates agreed to by Local 698 and in accordance with rules and regulations established by DASNY. Employees who are assigned or reassigned to a different official station which is located more than a reasonable day's travel from their former official station shall, for a reasonable period of time as determined by DASNY, be considered to be eligible for reimbursement, pursuant to this section, as if they were in travel status.

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

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

Breakfast	\$ 6.00
Lunch	10.00
Dinner	<u>43.00</u>
Total	\$59.00

Remainder of State:

Breakfast	\$ 5.00
Lunch	7.00
Dinner	<u>31.00</u>
Total	\$43.00

18.2 Mileage Allowance

DASNY agrees to provide a maximum mileage allowance for the use of personal vehicles for eligible Employees, in connection with official travel, unless otherwise agreed by Local 698 and DASNY, at rates allowed by the Internal Revenue Service as rates permissible for such purposes without having to document costs of operation of the vehicle or itemize expenses and in accordance with procedures established by DASNY.

18.3 Relocation Expenses

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

18.4 Accidental Death and Dismemberment

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

18.5 Alternative Agreement

Travel and transportation expenses will be reimbursed by DASNY in accordance with the Rules and Regulations of the Office of the Comptroller of New York State in the absence of agreement between Local 698 and Management concerning the rates to be applied in Sections 18.1 and 18.2 of this Article.

**ARTICLE 19
COPIES OF AGREEMENT**

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

**ARTICLE 20
DISCIPLINE**

20.1 Applicability

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

20.2 Employee Rights

- a. An Employee will be entitled to representation through Local 698 at each step of the disciplinary procedure, including any discussions concerning resignation or settlement of any proposed or pending disciplinary action.
- b. If an employee elects not to be represented by Local 698 at any step in the disciplinary process provided by this Article 20 and the employee chooses to retain other representation, the employee shall be responsible for all costs associated with that alternative representation.
- c. If an Employee requests representation through Local 698 or an alternative representative as provided for in this Article, and that representative is not available within a reasonable time, then DASNY may proceed with the interrogation, signing of a statement of resignation, or arbitration without the Employee having such representation.
- d. No Employee will be required to submit to interrogation concerning alleged incompetence or misconduct unless such Employee is notified in writing in advance of the opportunity of having a Local 698 or other representative present for such interrogation.
- e. The Employee shall be provided a copy of any statement regarding incompetence or misconduct signed by the Employee. Upon receipt by DASNY of the written consent of the Employee, Local 698 shall be provided a copy of any statement regarding incompetence or misconduct signed by the Employee.
- f. No recording devices or stenographic or other record will be made during an interrogation unless the Employee is advised in advance that a written or electronic record is being made. A copy of such record shall thereafter be supplied to the Employee. Upon receipt by DASNY of the written consent of the Employee, Local 698 shall be provided a copy of any record made during an interrogation of the Employee by DASNY.

- g. In all disciplinary proceedings, the Employee will be presumed innocent until proven guilty, and the burden of proof on all charges will rest upon DASNY. Such burden of proof will be a fair preponderance of the evidence on the record and will in no case require proof beyond a reasonable doubt.
- h. An Employee will not be coerced, intimidated or suffer any reprisals either directly or indirectly for exercising their rights under this Agreement.
- i. An Employee may waive their rights to any step of the disciplinary processes set forth in this Article. The waiver, if given, must be reduced to a writing signed by the Employee, a copy of which shall be provided to the Employee and their representative.
- j. An Employee shall not be disciplined for acts that occurred more than one (1) year prior to the notice of discipline except those acts that would constitute a crime.
- k. At such time that an Employee is served with a notice of discipline, Local 698 shall be provided simultaneously with a written or electronic notice that a Notice of Discipline has been served and the name and title of the Employee upon whom the Notice of Discipline was served.

20.3 Actions Not Constituting Discipline

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

- a. Counseling; written or oral;
- b. Verbal warning;
- c. Administrative leave with full pay and all benefits provided in Articles 10 and 11 of this Agreement during an investigation.

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

- a. Prior to service of a Level 2 notice of discipline pursuant to Paragraph (b) of Section 20.7, or completion of the disciplinary process relating thereto, if DASNY believes either that: (i) there is probable cause to believe that such Employee's continued presence on the job represents an imminent danger to persons or property or (ii) would severely interfere with the operations of DASNY, then DASNY may suspend an Employee without pay for a period not to exceed 30 days. Effective July 26, 2023, DASNY may suspend an Employee without pay for a period not to exceed ninety (90) calendar days. During the ninety (90) day period, employees shall be permitted to maintain health insurance benefits, provided they continue to make their applicable health insurance premium contribution. During the ninety (90) day suspension period, suspended employees may

utilize their accrued but unused vacation time, but shall not continue to accrue any additional leave or benefit time (e.g., vacation, sick, personal) during such suspension period. In addition, employees shall not receive any holiday pay pursuant to Section 12.8 (Holiday Observance) for any holidays that fall during the period of suspension. In such circumstance, a notice of discipline shall be served upon the Employee within 72 hours and notice of the service of the notice of discipline shall be provided electronically or in writing to Local 698.

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

20.5 Resignations Related to Disciplinary Matters

- a. An Employee may choose to resign upon such terms and conditions as DASNY may offer and the Employee may accept at any time prior to or after charges of misconduct or incompetence have been served.
- b. The Employee may seek representation through Local 698 or may consult with an alternative representative before agreeing to resign and a reasonable period of time will be afforded for such purpose.
- c. A resignation obtained under this Article in a manner inconsistent with this Article will be null and void.

20.6 Settlement

Any disciplinary charges may be settled between the parties, provided the terms of the settlement are reduced to writing and signed by the parties and the terms are not inconsistent with this Agreement. A summary of the nature of the terms of any settlement shall be provided contemporaneously to Local 698 if the Employee was not represented by Local 698.

20.7 Disciplinary Proceedings

- a. Level 1 Disciplinary Proceedings:
 - 1. DASNY may institute Level 1 disciplinary proceedings as provided by this Paragraph A against an Employee related to the following acts or omissions constituting incompetence or misconduct:
 - i. Absenteeism;
 - ii. Tardiness;
 - iii. Violations of State or Authority Ethics Policies involving infractions not exceeding \$500.00;

- iv. Failure to Appropriately Charge Leave Accruals for Absences from Work;
 - v. Incompetence; or
 - vi. misconduct.
2. A Level 1 Disciplinary Proceeding shall be decided by the Vice President or designee upon the written recommendation of the Managing Director having responsibility for the Employee. The Senior Director shall reduce such discipline to writing.
3. DASNY may propose and implement, as appropriate, the following penalties pursuant to a Level I disciplinary proceeding:
 - i. Letter of warning;
 - ii. Written reprimand;
 - iii. Fine or restitution not exceeding \$100;
 - iv. Loss of accrued time of not more than one workday;
 - v. Any combination of the above.
4. Local 698 or the Employee may appeal the Level 1 disciplinary charges to the President or a designee of the President not involved in the initial determination of the Level 1 Grievance. The appeal must be made in writing within ten business days of receipt by the Employee of the written determination of the Vice President or designee. The appeal shall be conducted as an informal meeting with the President or designee and the Employee wherein the underlying merits of the disciplinary charges and/or the proposed penalty are discussed. The Employee may have representation by Local 698 at the meeting and may present those documents the Employee reasonably deems appropriate concerning the merits of the disciplinary charges. The meeting with the President or designee shall be held within 20 business days from receipt by the President of the appeal or at such later time as Local 698 and the President or designee may agree.
5. The President or designee may conduct such investigations, as he or she may deem relevant before rendering a determination on the Employee's appeal.
6. The President or designee may confirm the Level 1 disciplinary charges in whole or in part; may dismiss the charges; and may sustain the proposed penalty or institute a different penalty provided the penalty is within the scope of the penalties authorized for Level 1 disciplinary proceedings in this Article.
7. The Employee shall have ten business days from receipt of the President's or designee's determination on the appeal to file with the President, if desired, a written response to the determination and a copy of that response shall be placed in the Employee's

personnel file.

8. There will be no appeal or review in any forum from the President or designee's determination in a Level 1 Disciplinary Proceeding.
9. DASNY may only initiate a Level 1 disciplinary proceeding against the same Employee for the same offense once in a thirty-six month period before DASNY is required to initiate disciplinary proceedings for the same offense pursuant to Section 20.7 (b) of this Article. DASNY shall only initiate three Level 1 disciplinary proceedings against the same Employee for unrelated offenses within a five-year period before DASNY is required to initiate any further disciplinary proceedings pursuant to Section 20.7 (b) of this Article for the subject five-year period.
10. A Level 1 disciplinary proceeding letter of warning or reprimand shall be removed from Employee's personnel file after five years if within that period the Employee has not been counseled or disciplined upon the same ground.

b. Level 2 Disciplinary Proceedings

1. DASNY may institute Level 2 disciplinary proceedings against an Employee consistent with this Paragraph "b." relating to acts or omissions by the Employee constituting misconduct or incompetence.
2. A Level 2 disciplinary proceeding will commence with service of a notice of discipline on the Employee.
 - i. Where service is by personal delivery, such service will be deemed complete upon delivery. If an Employee cannot reasonably be served by personal service, a copy may be served by mailing to the Employee's last provided home address and such service shall be deemed complete five business days after such mailing. Local 698 shall also be notified electronically or in writing of the service of charges on an Employee at the time the Employee is served.
 - ii. The Level 2 notice of discipline served on the Employee will include:
 - aa. A copy of the Employee Rights pursuant to this Article; and
 - bb. A written notice of discipline setting forth the specific nature of the charges of misconduct or incompetence and the kind of penalty sought; and
 - cc. A copy of this Article.
3. The Employee, with notice to Local 698, or Local 698 may object to a Level 2 notice of discipline by filing with the President or designee a written disciplinary grievance within 15 business days of the Employee being served with a Level 2 notice of discipline.

The disciplinary grievance must state whether the objection is to the charge, the facts alleged or to the proposed penalty. The timely filing of such disciplinary grievance shall constitute a demand for arbitration. The filing of such a disciplinary grievance shall be complete on:

- i. The date hand delivered to the President or designee; or,
 - ii. The date of mailing by certified or registered mail, return receipt or proof of delivery requested. The date of mailing shall be the date stamped on the official postal receipt provided by the U.S. Post Office for registered or certified mail and not any date stamped on the return receipt. Only if the official receipt for the registered or certified mail is produced undated by the U. S. Post Office, will the date of the postmark on the envelope that contained the grievance be acceptable. No other documentation or evidence of the date of such mailing will be acceptable.
4. Any penalty proposed in a Level 2 notice of discipline may not be implemented until:
- i. Local 698 or the Employee fails to file a disciplinary grievance within the fifteen (15) business days of the service of the notice of discipline; or
 - ii. Having filed a disciplinary grievance, Local 698 or the Employee elects not to pursue it in a timely manner; or
 - iii. The penalty is upheld by the disciplinary arbitrator or a different penalty is determined by the arbitrator to be appropriate; or
 - iv. The matter is settled.
5. Within ten (10) business days of receipt of a Disciplinary Grievance, the President or designee shall direct the Vice President or designee or his or her designee to initiate the Disciplinary Arbitration process consistent with the provisions of Article 22: Arbitration of this Agreement.

**ARTICLE 21
CONTRACT GRIEVANCES**

21.1 Policy

In order to enjoy a harmonious and cooperative relationship between DASNY and its Employees, it is the declared policy of DASNY to provide for the settlement of differences concerning this Agreement through an orderly Contract Grievance Procedure and to assure Employees the right of adjusting Contract Grievances without fear of reprisal. Local 698 shall have the exclusive right to commence a Contract Grievance as defined in Section 21.2 of this Article on behalf of itself or any Employee.

21.2 Contract Grievance

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

21.3 Procedure Relating to Contract Grievances

a. Step 1 of the Contract Grievance Process:

1. A Contract Grievance shall be commenced by the submission of the alleged grievance in writing to DASNY's Vice President or designee, 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 Local 698 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 Vice President or designee, or designee, received the written Contract Grievance.
2. The Vice President or designee, or designee, shall convene a meeting with Management's representatives (the appropriate supervisor and the applicable Managing Director), the Local 698 President or designee, and such other persons as the Vice President or designee, or designee, determines to be appropriate in an attempt to resolve the filed Contract Grievance. Such meeting will be held within thirty (30) business days of DASNY's receipt of the written grievance. Both Management's designated representatives and the President of Local 698 shall be given

written notice of the time and place for the meeting at least five (5) business days in advance of the meeting and shall have a reasonable opportunity to present witnesses and documents in support of their respective positions concerning the Contract Grievance. Local 698'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 Vice President or designee, 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 Vice President or designee, or designee, shall have DASNY to determine that there has been no violation of the contract, sustain the grievance or negotiate an appropriate settlement of the grievance. The Vice President or designee, or designee, shall reduce his decision to writing and a copy shall be provided to each party and to the President of DASNY. Such decision shall be rendered within thirty (30) business days of the date of the last meeting described in Section 21.3 (a)(2).

b. Step 2 of the Contract Grievance Process:

1. In the event that Local 698 does not accept the disposition of the Contract Grievance by the Vice President or designee, or designee at Stage 1, the President of Local 698 may file a Demand for Arbitration in writing with the Vice President or designee, or designee, and provide a copy to the President. The Demand for Arbitration must be filed within 20 business days of receipt by Local 698 of the Vice President or designee', or designee's Stage 1 determination and shall identify the grievance involved, the specific term or provisions of the Agreement alleged to have been violated, and the specific remedy sought.
 2. The Demand for Arbitration shall be referred by the Vice President or designee, or designee, for processing consistent with the provisions set forth in Article 22: Arbitration of this Agreement.
- c. In no event shall there be relief on a Contract Grievance for any act or omission that occurred more than thirty business days before the Contract Grievance was filed with the Vice President or designee, or designee.
- d. All time limits set forth in this Article may be waived by mutual agreement of the parties.
- e. Working or business days shall mean Monday through Friday, excluding holidays officially recognized by DASNY, unless otherwise specified in this Agreement.
- f. Local 698 may withdraw a Contract Grievance at any time provided that any such withdrawal is in writing and filed with the Vice President or designee, or designee.

- g. Any resolution reached on a Contract Grievance will constitute precedent only if the President of Local 698 and the President agree that such resolution will have such effect.

ARTICLE 22 ARBITRATION

- 22.1 Local 698 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 Public Employment Relations Board. Assignment of an arbitrator to a specific grievance shall be by rotation among the panel of arbitrators. However if the parties, including the arbitrator, cannot agree to an arbitration date within ninety (90) days of the date the arbitrator is appointed by PERB, the parties shall move to the next arbitrator in the rotation. An arbitrator may be removed immediately from the panel upon mutual agreement of both parties or demand by either party. The removed arbitrator shall be replaced within sixty days by another arbitrator appointed by mutual agreement of the parties.
- 22.2 All fees and expenses of the arbitrator, if any, shall be divided equally between DASNY and Local 698 (or the Employee if in a disciplinary arbitration the Employee is not represented by Local 698). Each party shall bear the cost of preparing and presenting its own case. Either party may at its own expense obtain a transcript at arbitration and shall furnish a copy to the arbitrator and to the other party.
- 22.3 Arbitrations, pursuant to this Article, shall be held at offices of DASNY where practicable.
- 22.4 Arbitrators shall conduct a hearing on any assigned grievance after being assigned. Each party to the grievance is to be provided a reasonable opportunity to examine and cross-examine witnesses and present evidence. The arbitrator's written decision shall be rendered within thirty business days of the close of the hearing, or within such other period as may have been mutually agreed to by the parties. The arbitrator's decision shall be final and binding upon the parties and not subject to further review or appeal to any forum, except as provided under Article 75 of the New York Civil Practice Law and Rules.
- 22.5 Arbitrator's Authority
 - a. Contract grievance arbitrators shall have DASNY to sustain or deny the contract grievance.
 - b. Disciplinary arbitrators shall confine themselves to determinations of guilt or innocence of the charges set forth in the notice of discipline and the

appropriateness of proposed penalties. Disciplinary arbitrators shall also have DASNY to review DASNY's basis for all or part of the suspension without pay of an Employee instituted pursuant to Section 20.7 of this Article.

- c. All arbitrators shall have DASNY to resolve a claimed failure to follow the procedural provisions of this Article or Article 21, including, but not limited to, the timeliness of the filing of the grievance.
- d. All arbitrators shall not add to, subtract from nor modify the provisions of this Agreement.
- e. All arbitrators shall confine themselves to the precise issue submitted for arbitration and will have no authority to determine any other issues not so submitted, nor will the arbitrator submit observations or declarations of opinion which are not essential in reaching the determination.
- f. Disciplinary arbitrators shall not consider the fact that DASNY has temporarily reassigned an Employee rather than suspending the Employee without pay for any purpose.
- g. All arbitrators will have DASNY to devise an appropriate remedy and/or penalty including an increase or decrease in the penalty sought by DASNY, but limited to a penalty which DASNY could have proposed.
- h. Disciplinary arbitrators may consider the Employee's entire record of employment with DASNY with respect to the appropriateness of the penalty to be imposed.
- i. If either party raises an issue of arbitrability, the arbitrator must determine arbitrability before proceeding to a hearing on the merits of the claim.
- j. All arbitrators shall provide a copy of their decisions in writing to the parties.

ARTICLE 23 EMPLOYEE OPPORTUNITIES

As new permanent positions are created and existing positions become vacant, DASNY will provide Employees 14 calendar days notice of any position to be filled. The notice will be provided on DASNY's Intranet and will include the description of the positions proposed to be filled and the qualifications for the positions. Effective upon ratification of this Agreement, DASNY shall endeavor to interview all minimally qualified internal candidates.

ARTICLE 24 PROBATION

- 24.1 After the effective date of this Agreement, a probationary term of no less than 26 weeks must be successfully served by any Employee appointed to any position.
- 24.2 The probationary term starts on the first day the Employee starts work in the position for which a probationary term is required to be served.
- 24.3 An Employee's probationary term may be extended once for another 26 week period to a total of 52 weeks upon the prior approval of the Managing Director of the Division in which the position belongs and the approval of the President or his designee.
- 24.4 If the probationary Employee's job performance is unsatisfactory, their appointment may be terminated at any time after eight weeks and before completion of the probation period.
- 24.5 If the probationary Employee's conduct is unsatisfactory, their appointment may be terminated at any time during the probationary period.
- 24.6 If a probationary Employee is absent from their position because of an approved leave greater than a total of five days, the probationary period's minimum and maximum periods shall be extended by the period(s) of such approved leave(s).
- 24.7 Unapproved leaves by a probationary Employee shall be considered as time served in the probationary period.
- 24.8 An Employee serving a probationary period shall not be covered by Article 20: Discipline, or Article 26: Job Security of this Agreement with respect to the probationary position. Additionally, an Employee serving a probationary period shall not be covered by the provisions of Article 21: Contract Grievance for matters related to their probationary performance.
- 24.9 An Employee who has successfully completed the probationary period in a position and who is appointed to another probationary position will be entitled to return to the former position:
- a. If the Employee requests such reinstatement within the first eight weeks of the probationary period; or
 - b. If DASNY determines that the Employee will not satisfactorily complete probation.
- 24.10 A probationary Employee shall receive written notice of the fact that he or she has not satisfactorily passed probation.

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

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

ARTICLE 25 UNEMPLOYMENT BENEFITS

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

ARTICLE 26 JOB SECURITY

26.1 Layoff Procedure

- a. **Sequence:** In the event of a reduction in the work force in a Job Title within the bargaining unit, the Employee within the affected Job Title with the least service seniority shall be the first laid off. Service Seniority is defined in Section 26.2.
- b. **Bumping Rights:** An Employee who is laid off shall be entitled to displace ("bump") an Employee in an equal or lower Job Title within the bargaining unit, provided the Employee has more service seniority than the Employee being bumped and the Employee meets the minimum qualifications of the equal or lower Job Title. An Employee who is bumped shall be entitled to bump an Employee in an equal or lower Job Title within the bargaining unit in like fashion as set forth above until the last Employee eligible to bump another Employee has had the opportunity to do so.
- c. **Notice of Layoff:** DASNY shall provide an Employee who is to be laid off with written notice of the layoff at least thirty calendar days prior to the effective date of the layoff. If not, DASNY shall pay the Employee the equivalent of one day's pay at the Employee's daily rate of pay for each day of notice short of the thirty-day notice requirement.
- d. **Insurance Benefits:** An Employee who has been laid off shall remain eligible to receive all of the benefits provided in Article 11 of this Agreement for a period of one year following such layoff. Such benefits shall be provided at DASNY's expense to the same extent as if the Employee had not been laid off. Thereafter, such Employee may continue in such plans at the Employee's own expense for the period allowed by applicable law.

26.2

Employee Service Seniority

- a. Employee service seniority will be determined in the event of a lay-off of Employees by DASNY as follows:
1. For Employees other than those who were in a Field Representative Job Title at DASNY on April 1, 2003:
 - i. Service seniority shall be first determined by the length of continuous service with DASNY.
 - ii. In the event that application of Section 26.2(a)(1)(i) is insufficient to resolve the relative service seniority of all Employees holding the affected Job Title, the service seniority of the remaining Employees holding the affected Job Title shall be determined by ascertaining the length of continuous service with DASNY and with the State of New York. For purposes of this Article, service with the State of New York shall include service with any entity that was a participating Employer in the New York State and Local Employees' Retirement System (ERS) at the time of the service and the number of years of service shall be those years of service determined by the ERS consistent with its rules and regulations to be creditable to the Employee. The Employee holding the affected Job Title having the greater length of combined continuous service with DASNY and with the State of New York shall be deemed more senior than the remaining affected Employees and so on.
 2. For Employees serving in any of the Field Representative Job Titles at DASNY on or before April 1, 2003:
 - i. Service seniority is determined by ascertaining the length of continuous service with DASNY measured from April 1, 2003. The Employee in the affected Job Title with the most continuous service with DASNY shall be deemed the most senior Employee.
 - ii. In the event of equal lengths of continuous service with DASNY measured from April 1, 2003, the most senior Employee in the affected Job Title will be determined by the length of continuous service with DASNY in any capacity and then by service with the State of New York as defined in Section 26.2(a)(1)(ii).
- b. Notwithstanding Subsection (a) and for the purpose of this Agreement, an Employee on an unpaid leave of absence for a period of six months or less shall continue to accrue seniority. Thereafter, no seniority shall accrue until the Employee returns to work at DASNY.

26.3 Recall Rights

- a. An Employee who is laid off shall have the following rights of recall, which shall be applicable to any F/T or LF/T Employee lay off by DASNY, and shall extend for a period of one year following the effective date of the layoff.
- b. Recall to Same Job Title within the Bargaining Unit: When there is a vacancy or an increase in the workforce in the Job Title within the Bargaining Unit from which an Employee has been laid off, DASNY shall first recall the Employee who was in the affected Job Title within the Bargaining Unit with the most service seniority. This process shall be followed until a recalled Employee accepts the available position or until each laid off Employee who was within the affected Job Title within the Bargaining Unit has been notified of the recall, whichever occurs first.
- c. Recall to a Different Job Title within the Bargaining Unit: When there is a vacancy in a new or an existing Job Title within the bargaining unit, DASNY shall first offer the position to the laid off Employee with the most service seniority, provided the Employee meets the minimum qualifications of the Job Title. This process shall be followed until the position is filled in accordance with this Agreement, or until each laid off Employee has been notified of the recall, whichever first occurs.
- d. Notice of Recall: DASNY shall notify the recalled Employee of the available position by giving written notice thereof. Such notice will be given by registered or certified mail with return receipt requested, to the Employee's last address as it appears in the records of DASNY. If the recalled Employee does not respond within fourteen calendar days of receipt of the notice, either in person or in writing, or if the Employee declines to accept the position, the Employee shall be deemed to have resigned.
- e. Change of Address: A laid off Employee must notify DASNY of any change of address or telephone number.

ARTICLE 27 BENEFITS GUARANTEED

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

**ARTICLE 28
CONCLUSION OF COLLECTIVE NEGOTIATIONS**

This Agreement is the entire agreement between DASNY and Local 698 terminates all prior agreements and understandings and concludes all collective negotiations during its term except as specifically set forth in Article 29 of this Agreement. During the term of this Agreement, neither party will unilaterally seek to modify its terms through legislation or any other means. The parties agree to support jointly any legislation or administrative action necessary to implement the provisions of this Agreement. The parties acknowledge that except as otherwise expressly provided herein, they have fully negotiated with respect to the terms and conditions of employment and have settled them for the term of this Agreement in accordance with the provisions thereof.

**ARTICLE 29
SEVERABILITY**

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

**ARTICLE 30
DURATION OF AGREEMENT**

The term of this Agreement shall become effective on April 1, 2021, and shall remain effective through March 31, 2026, and for such further period as may be agreed upon by both parties. All terms and conditions set forth in this Agreement shall remain in full force and effect until the parties have executed a new agreement.

**ARTICLE 31
AVAILABILITY OF FUNDS**

It is agreed that DASNY will use its best efforts to secure funds to carry out fully the terms of this Agreement. However, if funds are not available to DASNY to carry out the terms of this Agreement, DASNY shall carry out such portion of this Agreement as may be agreed upon between DASNY and Local 698, and failure to agree shall be deemed a Contract Grievance within the meaning of this Agreement.

**ARTICLE 32
LABOR/MANAGEMENT COMMITTEE**

DASNY and Local 698 shall establish Labor Management Committees to meet and confer in good faith on matters of mutual interest with regard to issues identified by Employees and DASNY.

Each Committee shall consist of three designees of DASNY and three designees of Local 698.

DASNY designees shall meet with Local 698 designees at mutually agreed upon times to discuss and attempt to resolve matters of mutual concern. At the request of the other party, each party shall submit a written agenda at least fourteen (14) business days in advance of the meeting. Meetings shall be held at least quarterly, subject to the agenda for any such meeting having been mutually agreed upon in advance.

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

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

**ARTICLE 33
APPROVAL OF THE LEGISLATURE**

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

33.2 All other provisions set forth in this Agreement shall become binding upon the execution of this Agreement by DASNY and Local 698. Neither DASNY nor Local 698 shall refuse to execute this Agreement because the approvals referred to in Section 33.1 have not yet been obtained.


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

LOCAL 698 OF THE CIVIL SERVICE
EMPLOYEES ASSOCIATION, INC.

By 
President

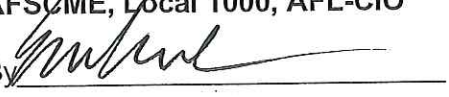
Date 12/8/2023

DORMITORY AUTHORITY OF
THE STATE OF NEW YORK

By 
Vice President

Date 12/5/2023

THE CIVIL SERVICE EMPLOYEES
ASSOCIATION, INC.
AFSCME, Local 1000, AFL-CIO

By 

Date 12/8/23

ACKNOWLEDGEMENTS OF OFFICERS EXECUTING AGREEMENT

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

On the 5th day of December in the year 2023, before me personally came Charles R. Williams III to me known, who, being duly sworn, did depose and say that (s)he resides in Albany County, State of New York; that (s)he is the Vice 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.

Lorna Shaffer Brunnett

LORNA SHAFER BRUNETT
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 02PL5012921
Qualified in Albany County
Commission Expires June 15, 2027

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

On the 8th day of December in the year 2023, 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 the Local 698 of the Civil Service Employees Association, Inc., the labor organization described in and which executed the above Agreement.

Iwona B. Olbromska-Smallig
Notary Public

IWONA B. OLBROMSKA-SMALLING
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01OL6420746
Qualified in Schenectady County
Commission Expires August 16, 2025

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

On the 8th day of December in the year 2023, before me personally came Eric Muldoon to me known, who, being duly sworn, did depose and say that (s)he resides in Greene County, State of New York; that (s)he is the Labor Relations Specialist of the Civil Service Employees Association, Inc. AFSCME, Local 1000, AFL-CIO., the labor organization described in and which executed the above Agreement.

Iwona B. Olbromska-Smallig
Notary Public

IWONA B. OLBROMSKA-SMALLING
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01OL6420746
Qualified in Schenectady County
Commission Expires August 16, 2025

Appendix A

Titles and Operating Units for CSEA Local 698 as of 7/26/2023

Schedule A - CSEA Titles as of 07/26/2023

	Job Title	Salary Grade	Classification	Division	Subunit
	Accountant	Grade 2 - D-1		D12 Finance	Accounts Payable
		Grade 2 - D-1		D12 Executive	Budget
		Grade 2 - D-1		D12 Executive	Budget
		Grade 2 - D-1		D12 Finance	Financial Mgt-Accounting
		Grade 2 - D-1		D12 Finance	Financial Mgt-Accounting
		Grade 2 - D-1		D12 Finance	Investments
Accountant - Headcount: 6					
	Accountant	Band 2	Para & Entry-Level Professional	Finance	Financial Mgt-Accounting
Accountant - Headcount: 1					
	Accountant II	Grade 3 - D-1		D13 Finance	Accounts Payable
		Grade 3 - GF D1		GF3 Finance	Accounts Payable
		Grade 3 - GF D1		GF3 Finance	Accounts Payable
		Grade 3 - GF D1		GF3 Finance	Financial Mgt-Accounting
		Grade 3 - GF D1		GF3 Finance	Investments
		Grade 3 - GF D1		GF3 Finance	Payroll
Accountant II - Headcount: 6					
	Administrative Assistant	Grade 2 - D-1		D12 Executive	Grants Administration
		Grade 2 - D-1		D12 Executive	Grants Administration
		Grade 2 - D-1		D12 Finance	IS Administration
		Grade 2 - D-1		D12 Executive	NYCO Operations
		Grade 2 - D-1		D12 Public Fin & Port Monitor	Pub Fin/Port Mon Admin
Administrative Assistant - Headcount: 5					
	Administrative Assistant	Band 2	Para & Entry-Level Professional	Executive	Environmental Affairs
		Band 2	Para & Entry-Level Professional	Executive	Environmental Affairs
Administrative Assistant - Headcount: 2					
	Applic Solution Dev Lead	Grade 5 - D-1		D15 Finance	Application Solution Deve
Applic Solution Dev Lead - Headcount: 1					
	Application Solution Spec	Grade 3 - D-1		D13 Finance	Application Solution Deve
Application Solution Spec - Headcount: 1					
	Architect	Band 4	Sr. Professional	Construction	Code Compliance
		Grade 6 - D-1		D16 Construction	Downstate Design
		Band 4	Sr. Professional	Construction	Downstate Design
		Band 4	Sr. Professional	Construction	Downstate Design
		Grade 6 - D-1		D16 Construction	Downstate Design
		Band 4	Sr. Professional	Construction	Downstate Design
		Grade 6 - D-1		D16 Construction	Upstate Design
		Band 4	Sr. Professional	Construction	Upstate Design
		Grade 6 - D-1		D16 Construction	Upstate Design
		Grade 6 - GF D1		GF6 Construction	Upstate Design
		Grade 6 - D-1		D16 Construction	Upstate Design
		Grade 6 - D-1		D16 Construction	Upstate Design
		Grade 6 - D-1		D16 Construction	Western NY Design
Architect - Headcount: 13					
	Associate Counsel	Grade 7 - D-1		D17 Counsel	Counsel-Construction Unit
Associate Counsel - Headcount: 1					
	Asst Bldg Control Tech	Grade 3 - D-1		D13 Executive	Bldg Services-Albany
Asst Bldg Control Tech - Headcount: 1					
	Asst Building Manager	Grade 5 - D-1		D15 Executive	Bldg Services-Albany
Asst Building Manager - Headcount: 1					
	Asst Dir PubFin&PortMon	Grade 7 - GF D1		GF7 Public Fin & Port Monitor	Public Finance
		Grade 7 - GF D1		GF7 Public Fin & Port Monitor	Public Finance
Asst Dir PubFin&PortMon - Headcount: 2					

Schedule A - CSEA Titles as of 07/26/2023

	Job Title	Salary Grade	Classification	Division	Subunit
	Asst Dir, Application Ser	Grade 7 - GF D1		GF7 Finance	Application Solution Deve
Asst Dir, Application Ser - Headcount: 1					
	Asst Dir, Const Fin & Adm	Grade 7 - GF D1		GF7 Construction	Project Financial Adminis
Asst Dir, Const Fin & Adm - Headcount: 1					
	Asst Dir, Financial Mgt	Grade 7 - GF D1		GF7 Finance	Financial Mgt - Debt
Asst Dir, Financial Mgt - Headcount: 1					
	Asst Dir, Grants Admin	Grade 7 - D-1		D17 Executive	Grants Administration
		Grade 7 - GF D1		GF7 Executive	Grants Administration
		Grade 7 - D-1		D17 Executive	Grants Administration
Asst Dir, Grants Admin - Headcount: 3					
	Asst Dir, Information Sys	Band 5	Manager or Equivalent	Finance	Application Support
Asst Dir, Information Sys - Headcount: 1					
	Asst Dir, Investments	Grade 7 - GF D1		GF7 Finance	Investments
Asst Dir, Investments - Headcount: 1					
	Asst Dir, Opp Programs	Band 5	Manager or Equivalent	Construction	Opportunity Program Group
Asst Dir, Opp Programs - Headcount: 1					
	Asst Interior Designer	Grade 2 - D-1		D12 Construction	Interior Design
Asst Interior Designer - Headcount: 1					
	Asst Procurement Administ	Grade 2 - D-1		D12 Construction	Construction Contracts
		Grade 2 - D-1		D12 Construction	Construction Contracts
		Grade 2 - D-1		D12 Construction	Contract Support Services
		Grade 2 - D-1		D12 Construction	Professional Services
		Grade 2 - D-1		D12 Construction	Professional Services
		Grade 2 - D-1		D12 Construction	Purchasing
		Grade 2 - D-1		D12 Construction	Purchasing
Asst Procurement Administ - Headcount: 7					
	Asst Project Manager	Band 2	Para & Entry-Level Professional	Construction	Downstate Construction
		Band 2	Para & Entry-Level Professional	Construction	JOCs
		Band 2	Para & Entry-Level Professional	Construction	Sust, Energy & Envir Prog
		Grade 2 - D-1		D12 Construction	Upstate Construction
		Grade 2 - D-1		D12 Construction	Upstate Design
Asst Project Manager - Headcount: 5					
	Asst Purchasing Coord	Grade 2 - GF D1		GF2 Construction	Purchasing
Asst Purchasing Coord - Headcount: 1					
	Bldg Svcs Asst II	Grade 2 - GF D1		GF2 Executive	NYCO Operations
Bldg Svcs Asst II - Headcount: 1					
	Bldg Svcs Asst II (O/T)	Grade 2 - GF D1		GF2 Executive	Bldg Services-Albany
Bldg Svcs Asst II (O/T) - Headcount: 1					
	Building Manager	Grade 6 - GF D1		GF6 Executive	Bldg Services-Albany
Building Manager - Headcount: 1					
	Building Svcs Assistant	Grade 1 - GF D1		GF1 Executive	Bldg Services-Albany
		Band 1		Clerical Executive	Building Services-Delmar
Building Svcs Assistant - Headcount: 2					
	Chief Project Manager	Grade 8 - D-1		D18 Construction	Downstate Construction
		Grade 8 - D-1		D18 Construction	Downstate Construction
		Grade 8 - D-1		D18 Construction	Downstate Construction
		Grade 8 - D-1		D18 Construction	Downstate Construction
		Grade 8 - D-1		D18 Construction	Downstate Construction
		Grade 8 - D-1		D18 Construction	Downstate Construction
		Grade 8 - D-1		D18 Construction	Upstate Administration
		Grade 8 - D-1		D18 Construction	Upstate Administration
		Grade 8 - D-1		D18 Construction	Upstate Administration
Chief Project Manager - Headcount: 9					

Schedule A - CSEA Titles as of 07/26/2023

	Job Title	Salary Grade	Classification	Division	Subunit
	Chief, Estimating	Grade 8 - D-1		D18 Construction	Project Controls
Chief, Estimating - Headcount: 1					
	Code Administrator	Grade 5 - D-1		D15 Construction	Code Compliance
		Grade 5 - D-1		D15 Construction	Code Compliance
Code Administrator - Headcount: 2					
	Construc Program Analyst	Grade 4 - GF D1		GF4 Construction	Contract Support Services
		Band 3		Professional Construction	Project Financial Adminis
		Grade 4 - D-1		D14 Construction	Project Financial Adminis
		Grade 4 - GF D1		GF4 Construction	Project Financial Adminis
		Band 3		Professional Construction	Project Financial Adminis
Construc Program Analyst - Headcount: 5					
	Construct Contract Coord	Band 2	Para & Entry-Level Professional	Construction	Construction Contracts
		Grade 2 - GF D1		GF2 Construction	Contract Support Services
Construct Contract Coord - Headcount: 2					
	Construct Svcs Spec (O/T)	Grade 2 - GF D1		GF2 Construction	Opportunity Program Group
Construct Svcs Spec (O/T) - Headcount: 1					
	Construction Analyst	Band 3		Professional Finance	Application Support
Construction Analyst - Headcount: 1					
	Construction Svcs Spec	Grade 2 - D-1		D12 Construction	C S Administration
		Band 2	Para & Entry-Level Professional	Construction	Code Compliance
		Grade 2 - GF D1		GF2 Construction	Code Compliance
		Band 2	Para & Entry-Level Professional	Construction	Construction Contracts
		Band 2	Para & Entry-Level Professional	Construction	Downstate Construction
		Band 2	Para & Entry-Level Professional	Construction	Downstate Construction
		Band 2	Para & Entry-Level Professional	Construction	Downstate Design
		Band 2	Para & Entry-Level Professional	Construction	Downstate Design
		Band 2	Para & Entry-Level Professional	Construction	Opportunity Program Group
		Band 2	Para & Entry-Level Professional	Construction	Professional Services
		Grade 2 - D-1		D12 Construction	Project Financial Adminis
		Band 2	Para & Entry-Level Professional	Construction	Project Financial Adminis
		Grade 2 - GF D1		GF2 Construction	Upstate Design
		Grade 2 - GF D1		GF2 Construction	Upstate Design
		Band 2	Para & Entry-Level Professional	Construction	Upstate Design
		Grade 2 - D-1		D12 Construction	Western NY Admin
		Grade 2 - D-1		D12 Construction	Western NY Construction
Construction Svcs Spec - Headcount: 17					
	Contract Administrator	Grade 4 - GF D1		GF4 Construction	Construction Contracts
		Grade 4 - D-1		D14 Construction	Professional Services
		Grade 4 - D-1		D14 Construction	Professional Services
		Grade 4 - GF D1		GF4 Construction	Professional Services
Contract Administrator - Headcount: 4					
	Contract Comp Auditor	Band 3		Professional Construction	Opportunity Program Group
Contract Comp Auditor - Headcount: 1					
	Cyber Security Lead	Grade 5 - D-1		D15 Finance	IS Administration
Cyber Security Lead - Headcount: 1					
	Engineer	Band 4		Sr. Professional Construction	Code Compliance
		Grade 6 - D-1		D16 Construction	Code Compliance
		Grade 6 - D-1		D16 Construction	Downstate Design
		Band 4		Sr. Professional Construction	Downstate Design
		Grade 6 - D-1		D16 Construction	Downstate Design
		Band 4		Sr. Professional Construction	Downstate Design
		Grade 6 - D-1		D16 Construction	Downstate Design
		Grade 6 - D-1		D16 Construction	Downstate Design

Schedule A - CSEA Titles as of 07/26/2023

Job Title	Salary Grade	Classification	Division	Subunit
	Grade 6 - D-1		D16 Construction	Downstate Design
	Grade 6 - D-1		D16 Construction	Downstate Design
	Band 4	Sr. Professional	Construction	Downstate Design
	Band 4	Sr. Professional	Construction	Sust, Energy & Envir Prog
	Grade 6 - D-1		D16 Construction	Upstate Design
	Band 4	Sr. Professional	Construction	Upstate Design
	Grade 6 - D-1		D16 Construction	Upstate Design
	Grade 6 - D-1		D16 Construction	Upstate Design
	Grade 6 - D-1		D16 Construction	Western NY Design
	Grade 6 - D-1		D16 Construction	Western NY Design
Engineer - Headcount: 18				
Environmental Manager	Band 4	Sr. Professional	Executive	Environmental Affairs
Environmental Manager - Headcount: 1				
Environmental Specialist	Grade 5 - GF D1		GF5 Construction	Code Compliance
	Grade 5 - GF D1		GF5 Construction	Code Compliance
	Grade 5 - GF D1		GF5 Construction	Code Compliance
	Grade 5 - D-1		D15 Construction	Code Compliance
	Grade 5 - D-1		D15 Construction	Code Compliance
Environmental Specialist - Headcount: 5				
Field Representative	Grade 4 - GF D1		GF4 Construction	Downstate Construction
	Grade 4 - D-1		D14 Construction	Upstate Construction
	Grade 4 - D-1		D14 Construction	Upstate Construction
	Grade 4 - D-1		D14 Construction	Upstate Construction
	Grade 4 - D-1		D14 Construction	Upstate Construction
	Grade 4 - D-1		D14 Construction	Upstate Construction
	Grade 4 - D-1		D14 Construction	Upstate Construction
	Grade 4 - D-1		D14 Construction	Upstate Construction
	Grade 4 - D-1		D14 Construction	Upstate Construction
	Grade 4 - D-1		D14 Construction	Upstate Construction
	Grade 4 - D-1		D14 Construction	Upstate Construction
	Grade 4 - D-1		D14 Construction	Upstate Construction
	Grade 4 - D-1		D14 Construction	Upstate Construction
	Grade 4 - D-1		D14 Construction	Upstate Construction
	Grade 4 - D-1		D14 Construction	Upstate Construction
	Grade 4 - D-1		D14 Construction	Upstate Construction
	Grade 4 - D-1		D14 Construction	Upstate Construction
	Grade 4 - D-1		D14 Construction	Upstate Construction
	Grade 4 - D-1		D14 Construction	Upstate Construction
	Grade 4 - D-1		D14 Construction	Upstate Construction
	Grade 4 - D-1		D14 Construction	Upstate Construction
	Grade 4 - D-1		D14 Construction	Upstate Construction
	Grade 4 - D-1		D14 Construction	Western NY Admin
	Grade 4 - D-1		D14 Construction	Western NY Construction
	Grade 4 - D-1		D14 Construction	Western NY Construction
	Grade 4 - D-1		D14 Construction	Western NY Construction
	Grade 4 - D-1		D14 Construction	Western NY Construction
Field Representative - Headcount: 24				
Field Representative I	Band 2	Para & Entry-Level Professional	Construction	Upstate Construction
Field Representative I - Headcount: 1				
Field Representative II	Band 3	Professional	Construction	Downstate Construction
	Band 3	Professional	Construction	Downstate Construction
	Band 3	Professional	Construction	Upstate Construction
	Band 3	Professional	Construction	Upstate Construction
	Band 3	Professional	Construction	Upstate Construction
Field Representative II - Headcount: 5				
Field Representative III	Band 4	Sr. Professional	Construction	Downstate Construction

Schedule A - CSEA Titles as of 07/26/2023

	Job Title	Salary Grade	Classification	Division	Subunit
		Band 4	Sr. Professional	Construction	Downstate Construction
		Band 4	Sr. Professional	Construction	Downstate Construction
		Band 4	Sr. Professional	Construction	Downstate Construction
		Band 4	Sr. Professional	Construction	Downstate Construction
		Band 4	Sr. Professional	Construction	Downstate Construction
Field Representative III - Headcount: 6					
	File Clerk	Grade 1 - D-1		D11 Executive	Bldg Services-Albany
File Clerk - Headcount: 1					
	File Clerk	Band 1		Clerical Executive	Bldg Services-Albany
File Clerk - Headcount: 1					
	Finance Clerk	Band 1		Clerical Finance	Payroll
Finance Clerk - Headcount: 1					
	Financial Systems Analyst	Grade 4 - GF D1		GF4 Finance	Financial Mgt-Accounting
Financial Systems Analyst - Headcount: 1					
	FOIL Specialist	Grade 3 - GF D1		GF3 Counsel	Counsel-Construction Unit
FOIL Specialist - Headcount: 1					
	Grant Administrator I	Grade 4 - D-1		D14 Executive	Grants Administration
		Grade 4 - D-1		D14 Executive	Grants Administration
		Grade 4 - D-1		D14 Executive	Grants Administration
		Grade 4 - D-1		D14 Executive	Grants Administration
Grant Administrator I - Headcount: 4					
	Grant Administrator II	Grade 5 - D-1		D15 Executive	Grants Administration
		Grade 5 - GF D1		GF5 Executive	Grants Administration
		Grade 5 - GF D1		GF5 Executive	Grants Administration
		Grade 5 - D-1		D15 Executive	Grants Administration
Grant Administrator II - Headcount: 4					
	Grant Program Assistant	Grade 2 - D-1		D12 Executive	Grants Administration
		Grade 2 - D-1		D12 Executive	Grants Administration
		Grade 2 - D-1		D12 Executive	Grants Administration
		Grade 2 - D-1		D12 Executive	Grants Administration
		Grade 2 - GF D1		GF2 Executive	Grants Administration
Grant Program Assistant - Headcount: 5					
	Helpdesk Support	Grade 3 - D-1		D13 Finance	Help Desk
Helpdesk Support - Headcount: 1					
	Infrastructure Administra	Grade 4 - D-1		D14 Finance	Infrastructure
Infrastructure Administra - Headcount: 1					
	Infrastructure Sec Engrnr	Grade 5 - GF D1		GF5 Finance	Infrastructure
Infrastructure Sec Engrnr - Headcount: 1					
	Interior Designer	Grade 4 - GF D1		GF4 Construction	Interior Design
		Grade 4 - GF D1		GF4 Construction	Interior Design
Interior Designer - Headcount: 2					
	Legal Assistant	Grade 2 - GF D1		GF2 Counsel	Counsel-Finance Unit
Legal Assistant - Headcount: 1					
	Manager, Accounts Payable	Grade 6 - GF D1		GF6 Finance	Accounts Payable
Manager, Accounts Payable - Headcount: 1					
	Manager, App Solution Dev	Grade 6 - GF D1		GF6 Finance	Application Solution Deve
		Grade 6 - GF D1		GF6 Finance	Application Solution Deve
Manager, App Solution Dev - Headcount: 2					
	Manager, Budget	Grade 6 - GF D1		GF6 Executive	Budget
Manager, Budget - Headcount: 1					
	Manager, Infrastructure	Grade 6 - D-1		D16 Finance	Infrastructure
Manager, Infrastructure - Headcount: 1					
	Manager, IS Help Desk	Grade 5 - D-1		D15 Finance	Help Desk

Schedule A - CSEA Titles as of 07/26/2023

	Job Title	Salary Grade	Classification	Division	Subunit
Manager, IS Help Desk - Headcount: 1					
	Manager, Purchasing	Grade 7 - GF D1		GF7 Construction	Purchasing
Manager, Purchasing - Headcount: 1					
	Office Assistant	Band 1		Clerical Construction	Downstate Construction
		Grade 1 - D-1		D11 Executive	Grants Administration
		Band 1		Clerical Construction	Project Financial Adminis
		Band 1		Clerical Construction	Upstate Construction
		Band 1		Clerical Construction	Western NY Construction
Office Assistant - Headcount: 5					
	Office Manager	Grade 4 - GF D1		GF4 Executive	NYCO Operations
Office Manager - Headcount: 1					
	Opp Prog Systems Analyst	Grade 4 - GF D1		GF4 Construction	Opportunity Program Group
Opp Prog Systems Analyst - Headcount: 1					
	Opp Progs Analyst	Grade 4 - GF D1		GF4 Construction	Opportunity Program Group
		Band 3		Professional Construction	Opportunity Program Group
Opp Progs Analyst - Headcount: 2					
	Opp Progs Analyst (O/T)	Grade 4 - GF D1		GF4 Construction	Opportunity Program Group
Opp Progs Analyst (O/T) - Headcount: 1					
	Procurement Administrator	Grade 4 - GF D1		GF4 Construction	Contract Support Services
Procurement Administrator - Headcount: 1					
	Programmer, FMS	Band 3		Professional Finance	Application Support
Programmer, FMS - Headcount: 1					
	Project Accountant	Band 3		Professional Construction	Professional Services
Project Accountant - Headcount: 1					
	Project Executive	Mgt Grade 60		M60 Construction	Upstate Construction
Project Executive - Headcount: 1					
	Project Manager	Grade 6 - GF D1		GF6 Construction	Construction Contracts
		Grade 6 - D-1		D16 Construction	Downstate Construction
		Grade 6 - D-1		D16 Construction	Downstate Construction
		Grade 6 - D-1		D16 Construction	Downstate Construction
		Grade 6 - D-1		D16 Construction	JOCs
		Grade 6 - GF D1		GF6 Construction	JOCs
		Grade 6 - GF D1		GF6 Construction	JOCs
		Grade 6 - D-1		D16 Construction	JOCs
		Grade 6 - GF D1		GF6 Construction	Upstate Construction
		Grade 6 - D-1		D16 Construction	Upstate Construction
		Grade 6 - D-1		D16 Construction	Upstate Construction
		Grade 6 - D-1		D16 Construction	Upstate Construction
		Grade 6 - D-1		D16 Construction	Upstate Construction
		Grade 6 - D-1		D16 Construction	Upstate Construction
		Grade 6 - GF D1		GF6 Construction	Upstate Construction
		Grade 6 - D-1		D16 Construction	Upstate Construction
		Grade 6 - D-1		D16 Construction	Upstate Construction
		Grade 6 - D-1		D16 Construction	Western NY Construction
		Grade 6 - GF D1		GF6 Construction	Western NY Construction
		Grade 6 - GF D1		GF6 Construction	Western NY Construction
		Grade 6 - D-1		D16 Construction	Western NY Construction
		Grade 6 - GF D1		GF6 Construction	Western NY Construction
		Grade 6 - D-1		D16 Construction	Western NY Construction
		Grade 6 - GF D1		GF6 Construction	Western NY Construction
		Grade 6 - D-1		D16 Construction	Western NY Construction
Project Manager - Headcount: 22					
	Project Manager	Band 4		Sr. Professional Construction	Downstate Construction
		Band 4		Sr. Professional Construction	Downstate Construction
		Band 4		Sr. Professional Construction	Downstate Construction
		Band 4		Sr. Professional Construction	Downstate Construction

Schedule A - CSEA Titles as of 07/26/2023

	Job Title	Salary Grade	Classification	Division	Subunit
		Band 4	Sr. Professional	Construction	Downstate Construction
		Band 4	Sr. Professional	Construction	Downstate Construction
		Band 4	Sr. Professional	Construction	Downstate Construction
		Band 4	Sr. Professional	Construction	Downstate Construction
		Band 4	Sr. Professional	Construction	Downstate Construction
		Band 4	Sr. Professional	Construction	Downstate Construction
		Band 4	Sr. Professional	Construction	Downstate Construction
		Band 4	Sr. Professional	Construction	Downstate Construction
		Band 4	Sr. Professional	Construction	Downstate Construction
		Band 4	Sr. Professional	Construction	Downstate Construction
		Band 4	Sr. Professional	Construction	Downstate Construction
		Band 4	Sr. Professional	Construction	Downstate Construction
		Band 4	Sr. Professional	Construction	JOCs
		Band 4	Sr. Professional	Construction	JOCs
		Band 4	Sr. Professional	Construction	Upstate Construction
		Band 4	Sr. Professional	Construction	Upstate Construction
		Band 4	Sr. Professional	Construction	Upstate Construction
		Band 4	Sr. Professional	Construction	Western NY Construction
		Band 4	Sr. Professional	Construction	Western NY Construction
Project Manager - Headcount: 23					
	Project Manager (O/T)	Band 4	Sr. Professional	Construction	Downstate Construction
		Band 4	Sr. Professional	Construction	Downstate Construction
Project Manager (O/T) - Headcount: 2					
	Project Scheduling Mgr	Band 4	Sr. Professional	Construction	Project Controls
Project Scheduling Mgr - Headcount: 1					
	Purchasing Coordinator	Grade 4 - D-1		D14 Construction	Purchasing
		Band 3	Professional	Construction	Purchasing
Purchasing Coordinator - Headcount: 2					
	Real Prop Analyst (O/T)	Grade 4 - GF D1		GF4 Construction	Real Property
Real Prop Analyst (O/T) - Headcount: 1					
	Real Property Analyst	Band 3	Professional	Construction	Real Property
		Grade 4 - D-1		D14 Construction	Real Property
		Band 3	Professional	Construction	Real Property
		Grade 4 - D-1		D14 Construction	Real Property
		Grade 4 - D-1		D14 Construction	Real Property
Real Property Analyst - Headcount: 5					
	Regional Project Manager	Grade 7 - D-1		D17 Construction	Western NY Construction
Regional Project Manager - Headcount: 1					
	Responsibility Review Ana	Grade 4 - D-1		D14 Construction	Procurement Admin
		Grade 4 - D-1		D14 Construction	Procurement Admin
Responsibility Review Ana - Headcount: 2					
	Risk Mgt Claims Analyst	Band 3	Professional	Executive	Insurance
		Grade 4 - D-1		D14 Executive	Insurance
Risk Mgt Claims Analyst - Headcount: 2					
	Safety Manager	Grade 6 - D-1		D16 Construction	Proj Sup Svc-Tech
Safety Manager - Headcount: 1					
	Scheduling Specialist	Band 2	Para & Entry-Level Professional	Construction	Project Financial Adminis
Scheduling Specialist - Headcount: 1					
	Senior Accountant II	Grade 5 - GF D1		GF5 Finance	Accounts Payable
		Grade 5 - GF D1		GF5 Finance	Financial Mgt - Debt
		Grade 5 - GF D1		GF5 Finance	Financial Mgt-Accounting
		Grade 5 - D-1		D15 Finance	Financial Mgt-Accounting
		Grade 5 - D-1		D15 Finance	Investments

Schedule A - CSEA Titles as of 07/26/2023

	Job Title	Salary Grade	Classification	Division	Subunit
Senior Accountant II - Headcount: 5					
	Senior Engineer	Band 5	Manager or Equivalent	Construction	Code Compliance
		Grade 7 - GF D1		GF7 Construction	Code Compliance
		Grade 7 - D-1		D17 Construction	Downstate Design
Senior Engineer - Headcount: 3					
	Senior Financial Analyst	Grade 6 - D-1		D16 Finance	Financial Mgt - Debt
		Grade 6 - D-1		D16 Finance	Financial Mgt - Debt
		Band 4	Sr. Professional	Finance	Financial Mgt - Debt
		Grade 6 - GF D1		GF6 Finance	Financial Mgt - Debt
		Grade 6 - GF D1		GF6 Public Fin & Port Monitor	Portfolio Monitoring
		Grade 6 - D-1		D16 Public Fin & Port Monitor	Portfolio Monitoring
		Grade 6 - D-1		D16 Public Fin & Port Monitor	Public Finance
Senior Financial Analyst - Headcount: 7					
	Senior Training Spec	Grade 4 - GF D1		GF4 Construction	Proj Sup Svc-Admin
Senior Training Spec - Headcount: 1					
	Sr Accountant	Grade 4 - D-1		D14 Finance	Accounts Payable
		Grade 4 - D-1		D14 Finance	Investments
		Band 3	Professional	Finance	Payroll
Sr Accountant - Headcount: 3					
	Sr Accountant	Grade 4 - GF D1		GF4 Finance	Accounts Payable
		Grade 4 - GF D1		GF4 Finance	Accounts Payable
		Grade 4 - GF D1		GF4 Finance	Accounts Payable
		Grade 4 - GF D1		GF4 Finance	Financial Mgt - Debt
Sr Accountant - Headcount: 4					
	Sr Architect	Grade 7 - D-1		D17 Construction	Code Compliance
		Grade 7 - D-1		D17 Construction	Downstate Design
		Band 5	Manager or Equivalent	Construction	Downstate Design
		Grade 7 - GF D1		GF7 Construction	Upstate Design
		Grade 7 - D-1		D17 Construction	Western NY Design
Sr Architect - Headcount: 5					
	Sr Asst Project Manager	Band 3	Professional	Construction	Downstate Construction
		Band 3	Professional	Construction	Downstate Construction
		Grade 4 - D-1		D14 Construction	Downstate Construction
		Grade 4 - D-1		D14 Construction	Downstate Design
		Grade 4 - D-1		D14 Construction	Upstate Construction
		Grade 4 - GF D1		GF4 Construction	Upstate Construction
		Grade 4 - D-1		D14 Construction	Upstate Construction
		Band 3	Professional	Construction	Upstate Construction
		Grade 4 - D-1		D14 Construction	Western NY Construction
Sr Asst Project Manager - Headcount: 9					
	Sr Bldg Controls Technic	Grade 5 - D-1		D15 Executive	Bldg Services-Albany
Sr Bldg Controls Technic - Headcount: 1					
	Sr Building Services Asst	Grade 3 - GF D1		GF3 Executive	Bldg Services-Albany
Sr Building Services Asst - Headcount: 1					
	Sr Code Administrator	Grade 6 - D-1		D16 Construction	Code Compliance
Sr Code Administrator - Headcount: 1					
	Sr Contract Administrator	Grade 6 - GF D1		GF6 Construction	Professional Services
Sr Contract Administrator - Headcount: 1					
	Sr Cost Control Analyst	Grade 6 - GF D1		GF6 Construction	Construction Contracts
		Band 4	Sr. Professional	Construction	Construction Contracts
		Grade 6 - D-1		D16 Construction	Construction Contracts
		Band 4	Sr. Professional	Construction	Construction Contracts
Sr Cost Control Analyst - Headcount: 4					

Schedule A - CSEA Titles as of 07/26/2023

	Job Title	Salary Grade	Classification	Division	Subunit
Sr Systems Specialist - Headcount: 4					
	Sr. Project Manager	Band 5	Manager or Equivalent	Construction	Downstate Construction
		Grade 7 - GF D1		GF7 Construction	Downstate Construction
		Band 5	Manager or Equivalent	Construction	Downstate Construction
		Grade 7 - GF D1		GF7 Construction	Downstate Construction
		Grade 7 - GF D1		GF7 Construction	Downstate Construction
		Band 5	Manager or Equivalent	Construction	Downstate Construction
		Grade 7 - GF D1		GF7 Construction	Downstate Construction
Sr. Project Manager - Headcount: 7					
	Strategic Commun&Mktg Mgr	Grade 6 - GF D1		GF6 Executive	Communications&Marketing
Strategic Commun&Mktg Mgr - Headcount: 1					
	Systems Specialist	Band 2	Para & Entry-Level Professional	Finance	Help Desk
		Band 2	Para & Entry-Level Professional	Finance	Infrastructure
Systems Specialist - Headcount: 2					
	Training Specialist	Grade 3 - D-1		D13 Construction	Proj Sup Svc-Admin
Training Specialist - Headcount: 1					
	Web Developer	Band 3		Professional Finance	Application Solution Deve
Web Developer - Headcount: 1					
Total Headcount: 377					

Appendix B

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Appendix C

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Appendix D
Salary and Step Program

Schedule D

Classification	Increment Amount	Longevity Amount	Hire Rate	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Longevity 10	Step 11	Step 12	Longevity 13	Step 14	Step 15	Job Rate
1 Clerical																		
1-Apr-21	1,287	3,576	\$ 36,096	37,383	38,670	39,957	41,245	42,532	43,819	45,106	46,394	49,969	49,969	49,969	53,545	53,545	53,545	57,120
1-Apr-22	1,313	3,647	\$ 36,818	38,131	39,444	40,757	42,070	43,383	44,695	46,008	47,321	50,969	50,969	50,969	54,616	54,616	54,616	58,263
1-Apr-23	1,352	3,757	\$ 37,922	39,275	40,627	41,979	43,332	44,684	46,036	47,389	48,741	52,498	52,498	52,498	56,254	56,254	56,254	60,011
1-Apr-24	1,393	3,869	\$ 39,060	40,453	41,846	43,239	44,632	46,025	47,417	48,810	50,203	54,073	54,073	54,073	57,942	57,942	57,942	61,811
1-Apr-25	1,435	3,985	\$ 40,232	41,666	43,101	44,536	45,971	47,405	48,840	50,275	51,709	55,695	55,695	55,695	59,680	59,680	59,680	63,665
2 Para & Entry Level Professional																		
1-Apr-21	1,716	5,578	\$ 51,828	53,545	55,261	56,977	58,694	60,410	62,126	63,843	65,559	71,137	71,137	71,137	76,715	76,715	76,715	82,293
1-Apr-22	1,751	5,690	\$ 52,865	54,616	56,366	58,117	59,868	61,618	63,369	65,119	66,870	72,560	72,560	72,560	78,249	78,249	78,249	83,939
1-Apr-23	1,803	5,860	\$ 54,451	56,294	58,057	59,860	61,664	63,467	65,270	67,073	68,876	74,736	74,736	74,736	80,597	80,597	80,597	86,457
1-Apr-24	1,857	6,036	\$ 56,085	57,942	59,799	61,656	63,513	65,371	67,228	69,085	70,942	76,978	76,978	76,978	83,014	83,014	83,014	89,050
1-Apr-25	1,913	6,217	\$ 57,767	59,680	61,593	63,506	65,419	67,332	69,245	71,158	73,071	79,288	79,288	79,288	85,505	85,505	85,505	91,722
3 Professional																		
1-Apr-21	1,716	5,721	\$ 75,428	77,144	78,860	80,576	82,293	84,009	85,725	87,442	89,158	94,879	94,879	94,879	100,600	100,600	100,600	106,321
1-Apr-22	1,751	5,835	\$ 76,936	78,667	80,437	82,188	83,939	85,689	87,440	89,190	90,941	96,776	96,776	96,776	102,612	102,612	102,612	108,447
1-Apr-23	1,803	6,010	\$ 79,244	81,047	82,850	84,654	86,457	88,260	90,063	91,866	93,669	99,680	99,680	99,680	105,690	105,690	105,690	111,701
1-Apr-24	1,857	6,191	\$ 81,621	83,479	85,336	87,193	89,050	90,908	92,765	94,622	96,479	102,670	102,670	102,670	108,861	108,861	108,861	115,052
1-Apr-25	1,913	6,376	\$ 84,070	85,963	87,896	89,809	91,722	93,635	95,548	97,461	99,374	105,750	105,750	105,750	112,127	112,127	112,127	118,503
4 Sr. Professional																		
1-Apr-21	2,145	6,436	\$ 92,590	94,736	96,881	99,027	101,172	103,317	105,463	107,608	109,753	116,190	116,190	116,190	122,626	122,626	122,626	129,062
1-Apr-22	2,188	6,555	\$ 94,442	96,631	98,819	101,007	103,195	105,384	107,572	109,760	111,948	118,513	118,513	118,513	125,078	125,078	125,078	131,643
1-Apr-23	2,254	6,762	\$ 97,276	99,529	101,783	104,037	106,291	108,545	110,799	113,053	115,307	122,069	122,069	122,069	128,830	128,830	128,830	135,592
1-Apr-24	2,322	6,965	\$ 100,194	102,515	104,837	107,158	109,480	111,802	114,123	116,445	118,766	125,731	125,731	125,731	132,695	132,695	132,695	139,660
1-Apr-25	2,391	7,174	\$ 103,200	105,591	107,982	110,373	112,764	115,155	117,547	119,938	122,329	129,503	129,503	129,503	136,676	136,676	136,676	143,850
5 Manager or Equivalent																		
1-Apr-21	2,145	7,866	\$ 112,614	114,759	116,905	119,050	121,195	123,341	125,486	127,631	129,777	137,643	137,643	137,643	145,510	145,510	145,510	153,376
1-Apr-22	2,188	8,024	\$ 114,866	117,054	119,243	121,431	123,619	125,808	127,996	130,184	132,372	140,396	140,396	140,396	148,420	148,420	148,420	156,443
1-Apr-23	2,254	8,264	\$ 118,312	120,566	122,820	125,074	127,328	129,582	131,836	134,090	136,344	144,608	144,608	144,608	152,872	152,872	152,872	161,137
1-Apr-24	2,322	8,512	\$ 121,862	124,183	126,505	128,826	131,148	133,469	135,791	138,112	140,434	148,946	148,946	148,946	157,458	157,458	157,458	165,971
1-Apr-25	2,391	8,768	\$ 125,517	127,909	130,300	132,691	135,082	137,473	139,864	142,256	144,647	153,415	153,415	153,415	162,182	162,182	162,182	170,950

Schedule D-1

Classification	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	Job Rate	Extended Job Rate
1 Clerical															
1-Apr-21	1,249	\$ 35,738	36,987	38,235	39,484	40,733	41,982	43,230	44,479	45,728	46,976	48,225	49,474	50,722	51,971
1-Apr-22	1,274	\$ 36,453	37,726	39,000	40,274	41,547	42,821	44,095	45,369	46,642	47,916	49,190	50,463	51,737	53,011
1-Apr-23	1,312	\$ 37,546	38,858	40,170	41,482	42,794	44,106	45,418	46,730	48,042	49,353	50,665	51,977	53,289	54,601
1-Apr-24	1,351	\$ 38,673	40,024	41,375	42,726	44,078	45,429	46,780	48,132	49,483	50,834	52,185	53,537	54,888	56,240
1-Apr-25	1,392	\$ 39,833	41,225	42,616	44,008	45,400	46,792	48,184	49,575	50,967	52,359	53,751	55,143	56,535	57,927
2 Para & Entry Level Professional I															
1-Apr-21	1,356	\$ 44,895	46,251	47,607	48,963	50,320	51,676	53,032	54,388	55,744	57,100	58,456	59,812	61,168	62,524
1-Apr-22	1,383	\$ 45,793	47,176	48,560	49,943	51,326	52,709	54,092	55,475	56,858	58,242	59,625	61,008	62,391	63,774
1-Apr-23	1,425	\$ 47,167	48,592	50,016	51,441	52,866	54,290	55,715	57,140	58,564	59,989	61,414	62,839	64,263	65,688
1-Apr-24	1,467	\$ 48,582	50,049	51,517	52,984	54,452	55,919	57,387	58,854	60,321	61,789	63,256	64,724	66,191	67,659
1-Apr-25	1,511	\$ 50,039	51,551	53,062	54,574	56,085	57,597	59,108	60,620	62,131	63,643	65,154	66,665	68,177	69,688
3 Para & Entry Level Professional II															
1-Apr-21	1,418	\$ 54,839	56,257	57,675	59,092	60,510	61,927	63,345	64,762	66,180	67,598	69,015	70,433	71,850	73,268
1-Apr-22	1,446	\$ 55,936	57,382	58,828	60,274	61,720	63,166	64,612	66,058	67,504	68,950	70,396	71,841	73,287	74,733
1-Apr-23	1,489	\$ 57,614	59,104	60,593	62,082	63,572	65,061	66,550	68,039	69,529	71,018	72,507	73,997	75,486	76,975
1-Apr-24	1,534	\$ 59,343	60,877	62,411	63,945	65,479	67,013	68,547	70,081	71,615	73,149	74,683	76,217	77,751	79,285
1-Apr-25	1,580	\$ 61,123	62,703	64,283	65,863	67,443	69,023	70,603	72,183	73,763	75,343	76,923	78,503	80,083	81,663
4 Professional I															
1-Apr-21	1,631	\$ 65,235	66,866	68,497	70,128	71,760	73,391	75,022	76,653	78,284	79,915	81,546	83,177	84,808	86,439
1-Apr-22	1,664	\$ 66,540	68,203	69,867	71,531	73,195	74,858	76,522	78,186	79,850	81,514	83,178	84,841	86,505	88,169
1-Apr-23	1,714	\$ 68,536	70,250	71,963	73,677	75,391	77,104	78,818	80,532	82,245	83,959	85,673	87,386	89,100	90,814
1-Apr-24	1,765	\$ 70,582	72,357	74,122	75,887	77,652	79,417	81,182	82,946	84,711	86,475	88,240	89,999	91,758	93,517
1-Apr-25	1,818	\$ 72,770	74,528	76,346	78,164	79,982	81,800	83,618	85,436	87,254	89,072	90,890	92,708	94,526	96,344
5 Professional II															
1-Apr-21	1,522	\$ 77,196	78,718	80,240	81,763	83,285	84,807	86,329	87,851	89,373	90,895	92,417	93,940	95,462	96,984
1-Apr-22	1,553	\$ 78,740	80,293	81,845	83,398	84,950	86,503	88,056	89,608	91,161	92,713	94,266	95,818	97,371	98,923
1-Apr-23	1,599	\$ 81,102	82,702	84,301	85,900	87,499	89,098	90,697	92,296	93,895	95,494	97,093	98,692	100,291	101,890
1-Apr-24	1,647	\$ 83,535	85,183	86,830	88,477	90,124	91,771	93,418	95,065	96,712	98,359	100,007	101,654	103,301	104,948
1-Apr-25	1,697	\$ 86,042	87,738	89,435	91,131	92,828	94,524	96,221	97,917	99,614	101,310	103,007	104,703	106,400	108,096
6 Sr. Professional															
1-Apr-21	2,124	\$ 91,673	93,797	95,921	98,046	100,170	102,294	104,418	106,542	108,666	110,790	112,914	115,039	117,163	119,287
1-Apr-22	2,167	\$ 93,507	95,673	97,840	100,006	102,173	104,340	106,506	108,673	110,840	113,006	115,173	117,339	119,506	121,672
1-Apr-23	2,232	\$ 96,312	98,543	100,775	103,007	105,238	107,470	109,701	111,933	114,165	116,396	118,628	120,860	123,092	125,324
1-Apr-24	2,299	\$ 99,201	101,500	103,798	106,097	108,395	110,694	112,993	115,291	117,590	119,888	122,187	124,485	126,784	129,082
1-Apr-25	2,368	\$ 102,177	104,545	106,912	109,280	111,647	114,015	116,382	118,750	121,117	123,485	125,852	128,220	130,588	132,955
7 Manager or Equivalent															
1-Apr-21	2,253	\$ 111,499	113,752	116,005	118,258	120,511	122,763	125,016	127,269	129,522	131,775	134,027	136,280	138,533	140,786
1-Apr-22	2,298	\$ 113,729	116,027	118,325	120,623	122,921	125,219	127,516	129,814	132,112	134,410	136,708	139,006	141,304	143,602
1-Apr-23	2,367	\$ 117,141	119,508	121,875	124,242	126,608	128,975	131,342	133,709	136,076	138,442	140,809	143,176	145,543	147,910
1-Apr-24	2,438	\$ 120,666	123,093	125,531	127,969	130,407	132,844	135,282	137,720	140,158	142,596	145,033	147,471	149,909	152,347
1-Apr-25	2,511	\$ 124,275	126,786	129,297	131,808	134,319	136,830	139,341	141,852	144,363	146,873	149,384	151,895	154,406	156,917
8 Senior Manager or Equivalent															
1-Apr-21	2,253	\$ 111,499	113,752	116,005	118,258	120,511	122,763	125,016	127,269	129,522	131,775	134,027	136,280	138,533	140,786
1-Apr-22	2,298	\$ 113,729	116,027	118,325	120,623	122,921	125,219	127,516	129,814	132,112	134,410	136,708	139,006	141,304	143,602
1-Apr-23	2,367	\$ 117,141	119,508	121,875	124,242	126,608	128,975	131,342	133,709	136,076	138,442	140,809	143,176	145,543	147,910
1-Apr-24	2,438	\$ 120,666	123,093	125,531	127,969	130,407	132,844	135,282	137,720	140,158	142,596	145,033	147,471	149,909	152,347
1-Apr-25	2,511	\$ 124,275	126,786	129,297	131,808	134,319	136,830	139,341	141,852	144,363	146,873	149,384	151,895	154,406	156,917

Appendix E

Workers Compensation Supplement Program

Appendix E
Workers' Compensation Supplemental Benefits
Rules and Regulations

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

(b) A workers' compensation injury shall mean any occupational injury, disease or condition found compensable as defined in the Workers' Compensation Law.
2. (a) An employee who suffers a compensable occupational injury shall receive, in addition to the payment by the insurance carrier, a payment (Supplement) sufficient to provide an employee with 100% of the net pay that the employee received prior to the occupational injury, subject to §2 (c) below.

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

(c) The Authority shall make all previously authorized payroll deductions to the extent practicable from the net Supplement. Where the net supplement is large enough, the Authority shall first make health insurance, retirement, and union dues/agency fee deductions and thereafter such other deductions that the supplement may accommodate.
3. (a) In order to be eligible for the supplement to the insurance carrier payment from the first day of the award, an employee who suffers an occupational injury shall notify the Authority upon the employee's first day of absence or within seven (7) calendar days of sustaining the injury.

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

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

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

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

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

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

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

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

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

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

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

(e) Upon an employee's return to work or payment from the insurance carrier, whichever is later, the employee shall receive the Supplement and workers' compensation award for the period covered by §5(d) and the notice requirements of §3.

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

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

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

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

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

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

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

(c) The supplement shall be provided for a period of up to nine (9) months (39 weeks) for each occupational injury as defined in the Appendix. At the expiration of the nine (9) months (39 weeks) of the Supplement period, as an employee shall be allowed to draw accrued leave credits, and upon exhausting leave credits, shall be allowed sick leave at half pay, if eligible.

(d) An employee who draws leave credits as provided in §8 (c) shall be entitled to restoration of such credits, including those used for absences of less than one full day, as are used during a period of absence for which an award of compensation has been made

and credited to the Authority as reimbursement for wages paid. Such restoration shall occur upon the issuance of an award by the Workers' Compensation Board.

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

Appendix F

Jeffrey Cassidy
Sheila Cole
Jacqueline Drucker
Jeffrey Selchick
Bonnie Weinstock

Appendix G

Performance Evaluation Form

INSTRUCTIONS

AT THE BEGINNING OF THE
REVIEW PERIOD
Complete Section 1 & 2

MIDYEAR
Complete Section 3

AT THE END OF THE REVIEW
PERIOD
Complete Sections 4 through 7

SECTION 1 – EMPLOYEE IDENTIFICATION

Employee:	Title:
Division-Department:	Supervisor:
Employee's Bargaining Unit:	

SECTION 2 – ESTABLISH PERFORMANCE EXPECTATIONS

Briefly describe the Employee's performance expectations for the 20XX performance period. Use numbering where applicable.

SECTION 3 – MID-YEAR FEEDBACK

Complete within one month of the approximate midpoint of the performance period to discuss the employee's performance and to review or revise the expectations. *If expectations have been revised, revisions should be noted below.* Changes to expectations shall have been discussed by the supervisor and employee.

SECTION 4 – COMPETENCIES AND JOB PERFORMANCE SUMMARY

Utilizing the competencies guide together with the established performance expectations, provide a comprehensive summary of the employee's performance.

SECTION 5 – TRAINING AND DEVELOPMENT

List training courses or on-the-job training the employee is recommended to complete/pursue during the next review period. Provide explanation as to what skill or knowledge the employee is recommended to gain and the impact on performance.

--

The Employee has NOT met performance expectations.

SECTION 6 – PERFORMANCE MEETING

Supervisor:		Date:
Employee:		Date:

Signatures signify that the performance review and applicable job description were received, and the supervisor has met with the employee to discuss the completed performance expectation form and corresponding job description.

Employee Comments:

SECTION 7 – SECOND-LEVEL SUPERVISOR REVIEW

Second-level supervisor to review and respond after the supervisor and employee have completed the review meeting.

Second-level supervisor:		Date:
--------------------------	--	-------

Employee Response to Second-level Review

Employee must sign and provide comments within five (5) business days of receiving the review from the second-level supervisor. The employee's signature does not indicate agreement with the review.

Employee:		Date:

Date HR Received Completed Review: _____

HR Notes -- To be completed if the performance review is accessed by or distributed to parties other than the employee file. Employees shall be notified.

Performance Review Competency Guidelines

Employee Competencies

Personal Accountability

- Commitment to Quality – Takes pride in work, strives for excellence. Takes responsibility for performance and fixes mistakes. Continually looks to improve the quality/quantity of work. Accepts construction criticism.
- Attendance and Punctuality – Fulfills work and time requirements. Keeps unscheduled absences to a minimum. Plans for coverage of responsibilities where appropriate. Communicates leave time requests / requirements.
- Reliability/Dependability – Meets task deadlines and work commitments. Fulfills work obligations in a timely and satisfactory manner. Takes responsibility for personal actions and performance.
- Organizational Effectiveness -- Works to stay organized. Takes initiative to get things done. Actively sets priorities. Runs effective meetings; starts/stops on time, maintains focus on topic. Makes decisions or responds in a timely manner.

Professionalism

- General – Demonstrates continuous professionalism, respect, and workplace civility. Mindful of actions: topic, tone, volume, and body language. Respects and responds to customer-agency requests and requirements.
- Working with Others – Approachable, inclusive, and respectful. Exhibits teamwork, takes initiative to help. Courteous and cooperative. Conscientious of others. Readily transfers knowledge to peers and customer-agency staff.
- Relationship to Supervisor – Responds and acts cooperatively; works to maintain positive relationships with supervisor/manager. Keeps supervisor informed.
- Gives and Receives Feedback – Provides constructive feedback to colleagues. Receptive to feedback from others.
- Professional Conduct – Conducts self in fair and trustworthy manner. Upholds professional and ethical standards. Represents the Dormitory Authority in a professional manner during interactions with peers, vendors, and customer-agencies.

Functional Expertise

- Job Knowledge – Clearly demonstrates functional expertise as it relates to the job. Seeks and requests training in expected areas of expertise.
- Strives for excellence. Asks relevant questions when uncertain. Shares information and knowledge with others.
- Learning Agility – Keeps abreast of new developments and enhancements to systems, procedures, and products. Values learning; seeks out new learning and development opportunities. Completes learning assignments in a timely manner. Shares learning content with peers and customer-agency staff.
- Safety Consciousness – Contributes to a safe working environment; performs duties in a clean and safe manner. Brings safety concerns to appropriate parties; takes initiative to resolve when possible.

Service Excellence

- Treatment Toward Others – Exhibits good listening skills (empathic listening) where appropriate. Mindful of the perspective and needs of others, (e.g., colleagues, clients, customers, and others).
- Service – Embraces organization and department mission. Works to understand expectations and objectives of the unit or the department. Consistently strives to deliver value-added customer-agency services.
- Communication – Communicates ideas and messages clearly and concisely. Actively listens, seeks to understand others. Answers questions clearly and asks clarifying questions when needed. Keeps others informed when deadlines are challenged.
- Productivity – Works to deliver an expected volume of work; seeks operating efficiencies without sacrificing quality. Uses technology as needed/where appropriate.
- Change – Adapts to changing priorities. Handles unexpected situations and does so in a calm and positive manner. Recommends alternatives to new processes and procedures.

Leadership and Change Management

- Champions change and innovation.
- Readily adapts to change.
- Helps others overcome resistance to change.
- Stays calm in the face of great change.
- Actively encourages and supports new ideas.
- Leads process improvement, encourages efficiency, works to build value for the organization.
- Helps develop innovative solutions.

Supervisor Competencies

Partnership and Teambuilding

- Values, respects and is open to other points of view.
- Interacts well with staff within the organization.
- Actively works to build a team.
- Empowers employees to act.
- Supports team decisions both publicly and privately.
- Manages conflict; builds common ground, focuses on the positive and seeks constructive outcomes.
- Demonstrates care and concern for all team members and those we serve.

Performance Management

- Tracks, monitors, communicates, and documents employee performance.
- Provides timely, effective, and constructive feedback.
- Holds team members accountable for their performance and results.
- Delegates tasks appropriately.
- Creates an environment where employees and others feel valued and appreciated.
- Routinely recognizes team members for their contributions formally and/or informally.

Leadership and Change Management

- Champions change and innovation.
- Readily adapts to change.
- Helps others overcome resistance to change.
- Stays calm in the face of great change.
- Actively encourages and supports new ideas.
- Leads process improvement, encourages efficiency, works to build value for the organization.
- Helps develop innovative solutions.

Appendix H
Telecommuting Guidelines

Telecommuting Guidelines

I. Overview

The **Telecommuting Guidelines** are intended to provide guidance to management and staff on the parameters of **Telecommuting**.

II. Definitions

Telecommuting Program consists of three parts: Telecommuting, Limited Work From Home (LWFH), and Remote Work to Care for a Family Member.

Telecommuting is an alternate work arrangement that allows employees to conduct all or some of their work away from their official work site.

Telecommuters - Employees who have been approved to participate in Telecommuting.

Official Work Site - This is the employee's official DASNY office. This is also known as the official workstation or the usual and customary work address.

Alternate Work Site - A location away from the official work site where the employee is authorized to conduct business. This location must meet all criteria set forth in this document.

Set Schedule - Approved hours and days worked in a pay period.

Telecommuting Work Plan - A document outlining an employee's telecommuter's schedule and tasks and functions to be performed while telecommuting.

III. Application and Approval Process for Telecommuting

The following steps must be completed to participate in Telecommuting:

1. The employee must submit a Telecommuting Workplan to their supervisor.
2. The supervisor will review the Work Plan to initially determine if it meets the criteria. In doing so, the supervisor shall also meet with their Unit Chief/Director or equivalent to discuss any scheduling implications or any other issues associated with the telecommuting plans for the staff within their Unit/Division prior to submitting to the Managing Director.
3. If approved the supervisor will forward the Work Plan to the Managing Director for final approval/denial.

4. The Managing Director approves/denies the Work Plan. A copy will be sent to the supervisor and the employee. The application will also be forwarded to Human Resources (hr@dasny.org) for inclusion in the employee's personnel file.
5. If denied the employee will be notified in writing of the reason for the denial.

IV. Guidelines for Participation in the Telecommuting Program

The following are general guidelines for the employees participating in the Program.

1. Employee participation is voluntary.
2. Employees must comply with all NYS laws and rules during this program as if they were at their official work site. Failure to abide by all rules and laws may result in exclusion from telecommuting, administrative and/or disciplinary action.
3. All assigned duties will be performed in a manner consistent with applicable DASNY rules, policies, practices, collective bargaining agreements, and ethical standards.
4. Full discretion to either approve, deny or revoke an application for telecommuting rests solely within the discretion of DASNY.
5. Telecommuting is not operationally feasible for all job functions. Employees with responsibilities that require on site presence may be denied approval of telecommuting.
6. DASNY is not responsible for fully equipping an employee's Alternate Work Site with office equipment and technology to allow them to telecommute. Employees must be able to transport on a regular basis appropriate equipment to and from their Official Station to their Alternate Work site to accomplish their normal work tasks.
7. Official work site coverage needs, including certain days and work hours, will be among the considerations made by management when making individual telecommuting scheduling decisions.
8. Telecommuters will treat telecommuting days like regular workdays (between the hours of 7:00am and 5:30pm) and will be expected to maintain the same work schedule while telecommuting as they do at their Official Work Site. Daily changes of work schedules are not permitted.
9. Changes to an approved set schedule or telecommuting day must be submitted to the supervisor/manager in advance and subject to approval as set forth under Section III. Only permanent changes will be considered for approval. Daily and/or frequent requests to change telecommuting workdays or hours will not be allowed.
10. A telecommuter is required to report to the official work site upon DASNY's request except where the employee has otherwise requested and received leave approval for the day.
11. If the alternate work site becomes unavailable management may require a telecommuter to immediately report to the official work site. A telecommuter may request to charge accruals.
12. Employees are permitted a total of four (4) telecommuting days every two weeks with:
 - no more than two contiguous workdays over the two-week span (Friday and Monday are considered to be 2 contiguous workdays);
 - and only one Friday over the two-week span.
13. Telecommuters must be available via all required methods of communication throughout the workday including having a working camera available either through their computer or DASNY cell phone. Should a telecommuter not be available through official channels, DASNY may contact the telecommuter via their alternate site contact

- information, provided in the work plan.
14. Telecommuters may be required to forward their official work site phone to the phone that will be used while telecommuting.
 15. Work-related in-person meetings in the telecommuter's alternative work site are prohibited. This restriction does not preclude a telecommuter from participating in phone or web-based meetings from the alternative work site.
 16. Management may require an employee to submit a new telecommuting workplan if they leave their current position or program area or if their functions significantly change.
 17. Supervisors may request, and employees shall provide, documentation of work performed while participating in Telecommuting.
 18. The same attendance rules and call-in procedures for the Official Station apply when telecommuting.
 19. Employees must safeguard all passwords used in connection with DASNY files or programs and ensure case and customer information is protected.
 20. New employees on probation may be considered for eligibility after three months of probation. Recommendations to participate shall be submitted with an employee's three-month performance summary.

V. DASNY Expectations for Participation in Telecommuting

In approving telecommuting work plans DASNY generally expects the following:

1. The employee can perform a substantial portion of their regular assigned duties and tasks at their Alternate Work Site.
2. Employee productivity will not decrease when performing tasks at the alternate work site.
3. Additional work will not be generated for co-workers due to the employee telecommuting.
4. Permissible resources can be easily transported between the employee's official work site and the alternate work site to allow for effective performance of their job; and,
5. Employee's will not violate any confidentiality agreement that may prohibit records or information from being removed from a DASNY official worksite.

VI. Work Hours

Telecommuters will work their approved workday (including overtime when appropriate and authorized). Telecommuters must request time off in advance and submit all leave requests as currently required. All current laws, regulations, contract provisions and standard work rules apply.

When telecommuters are required by management to report to the official work site on a scheduled telecommuting day, there is no expectation that the telecommuter will be granted a substitute telecommuting day in return.

If an emergency occurs at the alternate work site and the telecommuter is unable to work at the telecommuting site that day or if the telecommuter is unable to, for any reason, continue working during their scheduled hours, the supervisor/manager may direct the telecommuter to come to the official work site or grant appropriate charge to leave accruals.

VII. Equipment and Supplies

DASNY may provide telecommuters the necessary equipment and software, within reason, to telecommute. Employees shall not require additional resources or expenses from DASNY to telecommute. DASNY will not supply duplicate computers or monitors for approved telecommuters to maintain at the Alternate Work Site. DASNY will also not provide desks, chairs, file cabinets or other office-related furniture.

Minimal office supplies may be provided by DASNY and should be requested during the telecommuter's in-office work period as supplies will not be shipped to the alternate work site. Out-of-pocket expenses will not be reimbursed.

The telecommuter is responsible to secure and pay for an Internet connection. DASNY will not reimburse internet costs. The telecommuter must have an internet connection with bandwidth that is appropriate for conducting official business without disruption.

All telecommuters may be issued a DASNY cell phone if requested. This device should be used for telephone calls when conducting DASNY business.

Telecommuters shall follow DASNY's Acceptable Use of Information Resources Policy while telecommuting.

Employees will not incur any financial liability for lost, stolen or damaged DASNY equipment unless actions by the employee resulting in damage or theft to DASNY equipment were willful or negligent. Loss or theft of equipment must immediately be reported to the telecommuter's supervisor.

VIII. Alternate Work Site

The telecommuter is responsible for arranging a dedicated workspace at the alternate work site. The workspace must have:

1. Equipment and supplies appropriate to conduct official business.
2. Appropriate means of communication to complete the job duties.
3. Appropriate security measures to maintain confidential information that the telecommuter will have access to as part of their job duties.
4. A safe work environment, free from hazards that might present a danger.
5. A professional environment free from distraction, disruptive noises and unprofessional background sounds.

Telecommuters shall not invite third parties into their alternate work sites for purposes of conducting State business.

DASNY is not liable for conditions at the alternate work site which are found to violate local, state or federal ordinances.

IX. Agency Policies/Security of Information

Any DASNY information possessed by the telecommuter cannot be shared with or made available to any other individuals.

Telecommuters must ensure that DASNY records and information are secure and not maintained in a way that would make them available to any other individuals. Telecommuters are responsible for adhering to all DASNY policies, procedures and standards concerning use of computer equipment and the security of data/information while telecommuting. Telecommuters are also responsible for adhering to the "New York State Information Technology Policy: Acceptable Use of Information Technology Resources."

Breaches in security must be immediately reported to the telecommuter's supervisor/manager. A breach of information security, including the release of confidential information or the personally identifiable information of DASNY staff or customers, which happened due to the telecommuter's neglect, will be addressed through administrative actions. Any suspected data breach containing sensitive data must immediately be reported to the telecommuter's supervisor and the Director of Information Services.

Telecommuters must also take the following specific precautions:

1. Only take confidential information offsite when authorized by their supervisor.
2. Do not transmit confidential information from work email to personal email addresses (e.g. aol.com, yahoo.com or g-mail.com).
3. Securely store all hard copy documents or office media so that others cannot access it.
4. Do not communicate confidential information where others can listen.
5. Place documents requiring destruction in DASNY Confidential/Sensitive destruction bins located at the official work site.

Under no circumstance may DASNY data or information be transferred to or stored on any personal devices. Under no circumstance may the telecommuter allow their DASNY issued work computer to be used by any other person. Telecommuters must log off and secure any computer being utilized to conduct official business when not in use.

X. Revocation of Telecommuting

This Program may be modified or suspended at DASNY's discretion. Should DASNY decide, in its sole discretion, to discontinue telecommuting throughout the entire bargaining unit, it shall notify the Union President at least sixty (60) calendar days in advance. Should DASNY determine that it is necessary to discontinue an individual's telecommuting ability, it shall notify the individual at least seven (7) calendar days in advance. Employees who have had their individual telecommuting schedule discontinued, may reapply for permission to telecommute after twelve (12) months following the discontinuation of their telecommuting schedule.

XI. Appeal Process

Should DASNY deny a request to telecommute, such employee may appeal such decision within fifteen (15) calendar days from the date of the decision to the CSEA Local President and DASNY Vice President, by submitting a written notice setting forth the reasons for the appeal. The CSEA Local President and Vice President shall discuss the appeal within thirty (30) business days following receipt of the appeal and issue a written decision within fifteen (15) calendar days from their meeting. Should the Union President (if applicable) and DASNY's Vice President disagree as to whether to uphold or overturn the initial decision, the Employee has fifteen (15) calendar days from receipt of the written decision to submit a written appeal to the President of DASNY. The President of DASNY shall issue a final and binding

decision within thirty (30) business days of receipt of the Appeal. The President's Decision is final and not subject to the provisions of Article 21 (Grievance) and Article 22 (Arbitration) or any other administrative or judicial review process.

- XII. Employees who are denied the right to telecommute can reapply twelve (12) months following the discontinuation of their telecommuting schedule.

Telecommuting Work Plan

Name: _____ Date of Request: _____

Job Title: _____

Unit/Division: _____

Supervisor: _____

Managing Director: _____

Scheduled Work Hours (e.g. 8 a.m. – 4 p.m.): _____

Does your alternate work site comply with all rules set forth in the guidelines? Yes No

Do you have all equipment necessary to telecommute? Yes No

	Please use an "X" to indicate your telecommute days for each work week. *				
Work Week	Monday	Tuesday	Wednesday	Thursday	Friday
Week 1					
Week 2					

**Only one Friday during a pay period is permitted. No more than two consecutive days are allowed in a two-week span.*

1. Provide a list of the tasks/functions you will be performing while telecommuting.

2. Provide a list of any tasks/functions you normally perform that cannot be completed while telecommuting, and any restrictions in what your duties might be if telecommuting, if applicable.

*Employee Signature**

Date

**Submission via email will constitute employee signature.*

To be completed by Supervisor and Managing Director:

I have reviewed the Employee's Telecommuting Work Plan with the Division Managing Director.

Supervisor Signature

Date

This Workplan has been:

Approved

Denied

Denial Justification

Performance Concerns

Duties require physical presence

Technology/Equipment limitations

Operational Hardship

Tasks cannot be quantified and/or evaluated

Other

Provide details to support denial:

Managing Director Signature

Date