

SYRACUSE REGIONAL AIRPORT AUTHORITY

SYRACUSE HANCOCK INTERNATIONAL AIRPORT
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**Syracuse Regional Airport Authority
Regular Board Meeting Agenda
Friday, June 14, 2019
11:00 a.m. – 12:30 p.m.
Syracuse Hancock International Airport Board Room**

1. Roll Call (2 Minutes)
2. **Reading and Approval of Minutes from the May 10, 2019 Regular Board Meeting and the May 31, 2019 Special Board Meeting (2 Min)**
3. **Management Report (15 Minutes)**
4. Executive Session (30 Minutes)
5. New Business (30 Minutes)
 - **Resolution authorizing the imposition of customer facilities charges in connection with rental car facility operations**
 - **Resolution adopting the 2019-2020 Syracuse Regional Airport Authority Operating Budget**
 - **Resolution (1) Adopting the 2019-2020 Syracuse Regional Airport Authority Capital Budget; (2) Authorizing Executive Director to apply for and accept grant offers and enter into grant agreements with the Federal Aviation Administration and New York State Department of Transportation for such projects; (3) Enter into contracts to undertake and complete projects (4) Authorizing expenditure of funds on projects**
 - **Resolution approving the issuance of Series 2019 Note(s)**
 - **Resolution authorizing approval of new air service incentives with United Airlines for Denver air service**
 - **Resolution authorizing the creation of the position of Director of Planning and Development for the Syracuse Regional Airport Authority**
 - **Resolution authorizing collective bargaining agreement between SRAA and AFSCME Local 400 and transfer of maintenance and custodial employees to SRAA employment**
6. Committee Reports and other updates (10 Minutes)
 - **Finance Committee**
 - **HR Committee**
 - **Governance Committee**
7. Adjournment

***Bolded items** = materials provided in packet

The mission of the Syracuse Regional Airport Authority is to provide safe, secure, efficient and low-cost air transportation service to the 12-county region that Syracuse Hancock International Airport currently serves. The Authority seeks to stimulate air service, economic development, trade and tourism by focusing on the shared goals of its stakeholders: more service to more destinations, lower operating costs and increased non-aeronautical revenue. The Authority recognizes that the Syracuse Hancock International Airport is a gateway to the central New York region and beyond and seeks to optimize customer service and exceed customer expectations with continuous improvements to the terminal building and public-use facilities.

Minutes of the Meeting of the Syracuse Regional Airport Authority

Friday, May 10, 2019

Pursuant to notice duly given and posted, the board meeting of the Syracuse Regional Airport Authority was called to order on Friday, May 10, 2019 at 11:12 a.m. in the Syracuse Regional Airport Authority Board Room located in the Syracuse Hancock International Airport by Chair, Ms. Jo Anne Gagliano.

Members Present:

Ms. Jo Anne Gagliano – Chair
Mr. William Fisher
Dr. Shiu-Kai Chin
Dr. Donna DeSiato
Mr. Kenneth Kinsey
Mr. Michael Lazar
Mr. Robert Simpson
Mr. Michael Quill
Mr. Damian Ulatowski
Ms. LaToya Allen

Members Absent:

Mr. John B. Johnson, Jr.

Also Present:

Mr. John Carni
Mr. Trent Amond
Ms. Joanne Clancy
Mr. Brian Dorman
Ms. Debi Marshall
Ms. Linda Ryan
Ms. Jennifer Sweetland
Mr. R. John Clark

Roll Call

As noted, all Board members were present, except Mr. John B. Johnson, Jr.

Ms. Jo Anne Gagliano, Chair

Chair Gagliano started by welcoming everyone to the scheduled Regular Meeting of the Board at 11:12 a.m.

Reading and Approval of the Minutes

Having no objections or additions to the minutes from the April 19, 2019 Special Meeting of the Board, a motion was made by Mr. Quill and seconded by Dr. Chin and the minutes were unanimously approved.

The motion was approved: 10 ayes, 0 nays, 0 abstain

Executive Session

Chair Gagliano made a motion to go into executive session to discuss a variety of matters pertaining to the employment history of particular persons or corporations and/or the employment of particular persons or corporations by the Authority.

The motion was approved by Dr. DeSiato and seconded by Mr. Ulatowski. Board members went into executive session at 11:13 a.m.

The motion was approved: 10 ayes, 0 nays, 0 abstain

Executive session ended at 11:17 a.m. No action was taken.

Old Business

None.

New Business

Resolution approving selection of snow removal services provider and authorizing negotiation and execution of definitive agreement to provide snow removal services

CFO Trent Amond brought the board up to speed as to the purpose of this resolution and the preparing and advertisement of the RFP, issued February 4, 2019. He further explained the details of the mandatory pre-proposal meeting, that 5 potential bidders attended that meeting and that the current contractor, Ciotti Enterprises, did not attend that meeting or respond to the RFP. There were two bids, Aero Snow Removal and Salt City Property Management. The Salt City Property Management was twice the amount of the Aero bid, therefore the review committee focused on the Aero bid when they were opened. The members of the Ad-hoc review committee met with representatives from Aero Snow Removal, a nationwide company that specializes in snow removal services at least eight airports including JFK, LGA, EWR, BOS, ORD, DEN, PHL and DFW. Following discussion, Aero confirmed that they would be able to meet SYR's snow removal requirements and that their bid was their best and final offer. The Ad-hoc committee voted unanimously to recommend that the board approve a contract to Aero Snow Removal for one 5 year base period and one 5 year renewal period. Mr. Simpson and other attendees discussed the possible reasons behind Ciotti not bidding on the work again considering the long term relationship with the SYR airport. A conversation ensued regarding the transition of the workforce where possible and that Aero is planning to maintain a year-round presence at the airport.

Having no further discussion regarding the resolution, a motion was made by Mr. Lazar and seconded by Mr. Simpson to approve this resolution.

The resolution was adopted: 10- ayes, 0 nays, 0 abstain

Resolution authorizing approval of additional new air service agreement with Allegiant Travel Company

CFO Trent Amond explained this resolution recommended by the Finance Committee. There was already an approved agreement which followed the Board-approved Air Service Matrix, but due to an oversight, this resolution had not yet been brought in front of the board for consideration and approval for Allegiant's new service to Sarasota. Attorney R. John Clark created this resolution for the purpose of ratifying this agreement.

Having no further discussion regarding the resolution, a motion was made by Dr. Chin and seconded by Mr. Quill to approve this resolution.

The resolution was adopted: 10- ayes, 0 nays, 0 abstain

Customer Facility Charge (CFC) Study Report

CFO Trent Amond explained to the board that a draft resolution is in the packet to begin consideration of a Customer Facility Charge (CFC). Our consultant, Landrum & Brown, Inc. (L&B) conducted a study of a CFC related to rental cars. This would be a project to address the parking garage structural and other issues to rehabilitate it for additional parking spaces, safety and modernization goals. The option to tear down and rebuild the existing parking garage was determined to not be cost-effective. This conceptualized rehabilitation of the parking garage would result in a net increase of approx. 400 parking spots. As part of this project, a Consolidated Rental Car Facility (CONRAC) would be built which would relocate the ready-return spaces from the public garage to a new facility built in the North overflow lot area. That building would house both the ready-return and the rental car counters in that space. This new facility is not planned to include the maintenance/service facilities, those would remain where they are currently housed. This concept illustrates a slight increase from 481 ready-return spaces to roughly 600 spaces. The rental car agency survey conducted by L& B concluded that this corresponded with the rental car agencies similar request for 600 spaces.

A discussion ensued that the new facility rental car ready-return spaces would be covered. Additionally, the proposal would be to build a new long-term parking lot located near the current employee lot, within walking distance to the terminal and would be a good option for longer term parking for price-sensitive travelers. Additional monies have been built into the operating budget recognizing both long and short term needs of the parking garage. The existing open lot would be reconfigured as part of the process, relocating the exit areas and improving flow of traffic and pedestrian safety. The source of the funds for the garage would be through bonds, but the source of the CONRAC funding is proposed to be from a Customer Facility Charge, or CFC. L&B did an analysis of rental car transactions, number of usage/day data, passenger enplanement, projected passenger growth trends and other factors to determine projections in order to determine a proposed level of CFC charge. A \$3, \$4 and \$5 per rental car transaction day CFC fee were analyzed to determine how much each level would support for bonds. The determination was that the \$4-\$5 level of fee appears to be the most appropriate and research of other small and larger hub airports with a current CFC in effect in New York State comparatively, supports that a CFC fee in this range is reasonable and that the fee amount could

be reduced or increased over time if needed. The Finance committee recommends three things: 1) To impose a CFC of \$4-\$5 per day 2) That it be applicable to both on and off airport rental car operations 3) That it would be expended at the discretion of the Authority on approved projects related to rental car facilities. After speaking with rental car operations and awaiting their consideration and questions regarding the details and appropriate fee structure, the timeline being considered is that a resolution would be brought to the board for consideration at the June 14th meeting and if approved would be implemented in the September 1st timeframe. A discussion ensued regarding the comfort of the rental car workers in the current outdoor facility and the overall safety issues surrounding the recent thefts of rental car vehicles. Dr. DeSiato encouraged the board to ensure that the consumer cost is minimal and does not negatively affect the SYR airport. It was noted that the impact to the community would be limited in that the majority of the rentals came from incoming travelers vs. people currently residing within our community and that the impact of that small amount of fee is minimal. The rental car companies are strongly in support of the new facility and the new fee as well, now and for the future.

Second Draft of 2019/20 Operating Budget

CFO Trent Amond highlighted areas of the operating budget and encouraged questions about each section. Of particular note on the revenue side, we have increased our advertising budget by over \$100,000 due to Director of Marketing, Communications and Air Service Development Jennifer Sweetland's successful sales efforts for the new in-house Advertising program. On the expense side, of note, there are some new positions included in the budget and the increase in security officer staffing related to the increase in passenger traffic and reconfiguration of the roadway in front of the terminal and the new rate structure for the snow removal contract. This is the second time the Finance Committee has seen this operating budget, it is the first time the overall board has seen it and the final version will be brought to the board at the June 14th meeting.

First Draft of 2019/20 Capital budget and Reserve Status

CFO Trent Amond explained the three sections of the Capital Budget. The top section is ACIP funded projects that represent money from the FAA through yearly entitlements that for next year will be fully used to reimburse for expenses from the terminal improvement project, the second is for only essential needs for local projects, which is for an unheated storage facility that we have received a grant for the bulk of that cost, leaving only \$160,000 built into the budget and the third and lowest portion are for miscellaneous, debt service related items. There are two reserve funds. The Discretionary Fund and the PRRSM fund, those work together to add or replace equipment in the existing terminal and maintain functionality throughout. CFO Amond stated that plans are to increase this discretionary fund from surplus areas.

Committee Reports

No further committee reports were given.

Management Report

Chair Gagliano noted that due to time constrictions, the Management Report to the Board would not be given, but encouraged all board members to look at the materials for this report in Dropbox for review.

No further committee reports were provided.

Interim Director Carni took a moment to thank the board for entrusting him with the Interim Executive Director role. He further thanked management and staff for helping him during this transition period with Mr. Terreri coming in on Monday, May 13th to the new role. Chair Gagliano thanked him and the team for all of their hard work during this transition. Dr. Chin requested an official motion to thank the staff for their efforts during the transition.

Having no further discussion regarding the resolution, a motion was made by Dr. Chin and seconded by Mr. Simpson to approve this resolution.

The resolution was adopted: 10- ayes, 0 nays, 0 abstain

Adjournment

Having no other topics brought to the board, a motion was made by Mr. Fisher and seconded by Dr. DeSiato to adjourn the meeting.

The resolution was adopted: 10 ayes, 0 nays, 0 abstain

The meeting was adjourned at 12:02 p.m.

Minutes of the Special Meeting of the Syracuse Regional Airport Authority

Friday, May 31, 2019

Pursuant to notice duly given and posted, the special board meeting of the Syracuse Regional Airport Authority was called to order on Friday, May 31, 2019 at 11:04 a.m. in the Syracuse Regional Airport Authority Board Room located in the Syracuse Hancock International Airport by Vice Chair, Mr. William P. Fisher.

Members Present:

Mr. William Fisher
Dr. Shiu-Kai Chin
Dr. Donna DeSiato
Mr. Robert Simpson
Mr. Michael Quill
Mr. Damian Ulatowski
Ms. LaToya Allen (11:05a.m.)

Members Absent:

Ms. Jo Anne Gagliano – Chair
Mr. John B. Johnson, Jr.
Mr. Kenneth Kinsey
Mr. Michael Lazar

Also Present:

Mr. Jason Terreri
Mr. John Carni
Mr. Trent Amond
Ms. Joanne Clancy
Mr. R. John Clark
Mr. R. Poyer

Roll Call

As noted, all Board members were present, except Ms. Jo Anne Gagliano; Mr. John B. Johnson, Jr., Mr. Kenneth Kinsey and Mr. Michael Lazar.

Mr. William P. Fisher, Vice Chair

Vice Chair Fisher started by welcoming everyone to the scheduled Special Meeting of the Board at 11:04 a.m.

Executive Session

Vice Chair Fisher made a motion to go into executive session to discuss matters pertaining to the appointment and employment of a particular person or corporation and other matters made confidential by federal or state law.

The motion was approved by Mr. Ulatowski and seconded by Mr. Simpson. Board members went into executive session at 11:05 a.m.

The motion was approved: 7 ayes, 0 nays, 0 abstain

Executive session ended at 11:41 a.m. No action was taken.

Old Business

None.

New Business

Initial project resolution

Vice Chair Fisher explained aspects of this resolution.

Having no further discussion regarding the resolution, a motion was made by Dr. DeSiato and seconded by Mr. Quill to approve this resolution.

The resolution was adopted unanimously: 7 ayes, 0 nays, 0 abstain

Engagement Letter

Vice Chair Fisher noted that during executive session and without counsel present, a discussion was held regarding an engagement letter for an exception to our procurement policy and the board had no issues with that and stated that it should be noted for the record that no resolution is needed and that the board is comfortable with management going forward with that exception.

Committee Reports

None.

Adjournment

Having no other topics brought to the board, a motion was made by Dr. Chin and seconded by Dr. DeSiato to adjourn the meeting.

The motion was approved: 7 ayes, 0 nays, 0 abstain

The meeting was adjourned at 11:43 p.m.

RESOLUTION AUTHORIZING THE IMPOSITION OF CUSTOMER FACILITIES CHARGES IN CONNECTION WITH RENTAL CAR FACILITY OPERATIONS

WHEREAS, the Syracuse Regional Airport Authority (the "Authority") is a public benefit corporation, formed and operating pursuant to Chapter 463 of the Laws of New York 2011 and Article 8, Title 34 of the New York Public Authorities Law, as amended (collectively the "Enabling Act"); and

WHEREAS, Section 2799-bbb of the Enabling Act provides that the purposes of the Authority include the development, expansion, maintenance and financing of aviation related facilities in Central New York in general and the Syracuse Hancock International Airport ("Airport") in particular; and

WHEREAS, the operations of the Airport include the provision of commercial rent a car operations through various concession agreements with private rent a car companies ("Concession Agreements") in order to serve the needs of the traveling public, and as operator of the Airport the Authority is charged with the maintenance, development and expansion of Airport rent a car operations as necessary; and

WHEREAS, private rent a car counters are currently located in the Airport terminal and rental cars are located in the Airport's approximately 38 year old parking garage and occupy approximately 480 ready return spaces, in addition to other Airport locations used for cleaning, fueling and repair of rent a cars (collectively the "Consolidated Airport Facilities"); and

WHEREAS, the Consolidated Airport Facilities require substantial improvements in order to meet the increasing needs of the traveling public at the Airport; and

WHEREAS, Section 2799-hhh of the Enabling Act authorizes the Authority to fix, revise, levy and collect such fares, rentals, rates, charges and other fees for the use and operation of any real property, aviation facility, or other facility operated by the Authority; and

WHEREAS, Section 396-Z of the New York General Business law allows rent a car companies to recover from vehicle renters any consolidated facility charges (“CFC’s”) imposed by an airport operator or its governing entity for the finance, design, construction and operation of consolidated airport facilities; and

WHEREAS, by Resolution 36 of 2018 the Authority engaged the professional airport financial consulting firm of Landrum & Brown, Inc. (“L&B”) to advise it, among other things, with regard to the renovation and/or redesign of the Consolidated Airport Facilities and the financing necessary for such improvements; and

WHEREAS, L&B has recommended, among other things, that the Authority:

- a. Commencing on or about September 1, 2019 impose a CFC on each car rental transaction at the Airport in the amount of \$_____ and that such amount be adjusted from time to time as necessary to support the costs and expenses described at c. below;
- b. That on or about September 1, 2019 such CFC also be imposed at such other vehicle rental locations subject to the imposition of such charge by the Authority; and
- c. That all CFC’s imposed and collected by the Authority be used to fund capital costs, debt service, reserve funds and all other costs and expenses associated with the improvement of the existing Consolidated Airport Facilities or the construction of new Consolidated Airport Facilities; and

WHEREAS, Counsel to the Authority has recommended that the Authority’s general Rules and Regulations and/or Commercial Ground Transportation Rules and Regulations be amended to

incorporate the above recommendations as well and as such further amendments as may be recommended by L&B and approved by Counsel and that such amendments be timely filed with and published by the Office of the New York Secretary of State; and

WHEREAS, Counsel to the Authority has also recommended that rent a car Concession Agreements also be amended as necessary to address the imposition of CFC's; the rent a car companies obligations to collect such CFC's on behalf of and in trust for the Authority; the timely remittance of and accounting for such CFC's; and such other items as necessary and appropriate.

NOW, THEREFORE, after due deliberation having been had thereon, it is hereby

RESOLVED, by the Board of the Syracuse Regional Airport Authority, that it hereby adopts and imposes a Customer Facility Charge to finance the needed improvements to, or new construction of, the Consolidated Airport Facilities as set forth in this Resolution; that the general Rules and Regulations and/or the Commercial Ground Transportation Rules and Regulations of the Authority be amended as necessary and consistent with the recommendations of Landrum & Brown and the advice of Counsel (the "Amended Regulations"); that the Amended Regulations be timely filed with and published by the Office of the New York Secretary of State in order to effectuate the collection of Customer Facility Charges by the Authority on or about September 1, 2019; and that the Concession Agreements be amended as necessary to implement all of the foregoing.

Resolution Adopted Date: May __, 2019

Vote: Ayes ____ Nays: ____ Abstentions: ____.

Signed: _____.
Secretary

Resolution No. ___

2019

**RESOLUTION ADOPTING THE 2019-2020
SYRACUSE REGIONAL AIRPORT AUTHORITY OPERATING BUDGET**

WHEREAS, the Syracuse Regional Airport Authority (the "**Authority**") is a public benefit corporation, formed and operating pursuant to Chapter 463 of the Laws of New York 2011 (the "**Enabling Act**") and Article 8, Title 34 of the New York Public Authorities Law, as amended; and

WHEREAS, the Enabling Act gives the Authority the responsibility to keep and maintain annual records of its revenues and expenditures; and

WHEREAS, the Finance Committee has developed the 2019-2020 Operating Budget for the Authority (the "**Operating Budget**") which is attached hereto and made part of this Resolution as Exhibit "A"; and

WHEREAS, the Finance Committee has met and reviewed the Operating Budget and has recommended its approval and adoption by the Authority Board.

NOW, THEREFORE, after due deliberation having been had there on, it is hereby **RESOLVED**, by the Board that the Syracuse Regional Airport Authority hereby adopts the 2019-2020 Operating Budget as set forth on Exhibit A" of this Resolution.

Resolution Adopted Date: June __, 2019

Vote: Ayes____ Nays ____ Abstentions____

Signed: _____
Secretary

Syracuse Regional Airport Authority
Operating Budget Summary

6/7/2019, 12:56 PM

	2017/18 <u>Act</u>	2018/19 <u>Bdgt</u>	02/19 YTD 2018/19 <u>Act</u>	02/19 YTD 2018/19 <u>Pri.</u>	\$ Var. - Prj. <u>From Budget</u>	\$ Var. - Prj. <u>From YTD</u>	Proposed 2019/20 <u>Budget</u>	\$ Variance <u>18/19 Bdgt</u>	% Var <u>18/19 Bdgt</u>	\$ Variance <u>04/19 Pri.</u>	% Var <u>04/19 Pri.</u>
REVENUE											
Aviation 075A, 080A	15,749,900	14,403,200	10,386,000	14,403,200	-	4,017,200	16,164,800	1,761,600	12.2%	1,761,600	12.2%
Services Revenue 090A, 091A	13,351,100	12,776,400	9,481,800	12,776,400	-	3,294,600	14,195,400	1,419,000	11.1%	1,419,000	11.1%
Other Revenue 092A	<u>4,322,300</u>	<u>4,268,800</u>	<u>3,049,000</u>	<u>4,268,800</u>	<u>-</u>	<u>1,219,800</u>	<u>4,560,600</u>	<u>291,800</u>	6.8%	<u>291,800</u>	6.8%
TOTAL REVENUE	33,423,300	31,448,400	22,916,800	31,448,400	-	8,531,600	34,920,800	3,472,400	11.0%	3,472,400	11.0%
EXPENSE											
Airfield Ops & Maint 070, 075B	6,979,900	6,066,700	3,814,400	6,066,700	-	2,252,300	6,741,500	674,800	11.1%	674,800	11.1%
Terminal 080B, 085	7,251,000	7,372,800	3,527,700	7,372,800	-	3,845,100	7,686,900	314,100	4.3%	314,100	4.3%
Support 005 - 060	11,377,000	12,216,700	8,023,800	12,196,700	(20,000)	4,172,900	13,241,000	1,024,300	8.4%	1,044,300	8.6%
Services Expense 090B, 091B	5,120,100	5,444,700	1,749,800	5,444,700	-	3,694,900	5,605,300	160,600	2.9%	160,600	2.9%
Other Expense 092B	51,500	95,000	-	95,000	-	95,000	95,000	-	0.0%	-	0.0%
Non-Operating 065	<u>-</u>	<u>252,600</u>	<u>-</u>	<u>252,600</u>	<u>-</u>	<u>252,600</u>	<u>1,551,400</u>	<u>1,298,800</u>	514.2%	<u>1,298,800</u>	514.2%
TOTAL EXPENSE	30,779,500	31,448,500	17,115,700	31,428,500	(20,000)	14,312,800	34,921,100	3,472,600	11.0%	3,492,600	11.1%
<i>Surplus/(Deficit)</i>	<i>2,643,800</i>	<i>(100)</i>	<i>5,801,100</i>	<i>19,900</i>	<i>20,000</i>	<i>(5,781,200)</i>	<i>(300)</i>	<i>(200)</i>		<i>(20,200)</i>	<i>(0)</i>

Syracuse Regional Airport Authority
Operating Budget

6/7/2019, 12:07 PM

Data fed from "SRAA GL" Tab

CCtr	REVENUE	2017/18	2018/19	2018/19	02/19 YTD	\$ Var. - Prj. From Budget	\$ Var. - Prj. From YTD	Proposed	\$ Variance 18/19 Bdgt	% Var 18/19 Bdgt	\$ Variance 04/19 Prj.	% Var 04/19 Prj.
		Act	Bdgt	Act	2018/19 Prj.			2019/20 Budget				
075A	Airfield	8,576,600	8,353,300	6,064,800	8,353,300	0	2,288,500	9,599,100	1,245,800	14.9%	1,245,800	14.9%
080A	Terminal	7,173,300	6,049,900	4,321,200	6,049,900	0	1,728,700	6,565,700	515,800	8.5%	515,800	8.5%
090A	Parking	11,968,600	11,375,000	8,480,100	11,375,000	0	2,894,900	12,633,000	1,258,000	11.1%	1,258,000	11.1%
091A	Concessions	1,382,500	1,401,400	1,001,700	1,401,400	0	399,700	1,562,400	161,000	11.5%	161,000	11.5%
092A	Other	4,322,300	4,268,800	3,049,000	4,268,800	0	1,219,800	4,560,600	291,800	6.8%	291,800	6.8%
TOTAL REVENUE		33,423,300	31,448,400	22,916,800	31,448,400	0	8,531,600	34,920,800	3,472,400	11.0%	3,472,400	11.0%
CCtr	EXPENSE	2017/18	2018/19	2018/19	2018/19	\$ Var. - Prj. From Budget	\$ Var. - Prj. From YTD	Proposed	\$ Variance 18/19 Bdgt	% Var 18/19 Bdgt	\$ Variance 04/19 Prj.	% Var 04/19 Prj.
		Act	Bdgt	Act	Prj.			2019/20 Budget				
070	Airfield Operations	1,384,200	1,334,300	754,300	1,334,300	0	580,000	1,450,600	116,300	8.7%	116,300	8.7%
075B	Airfield Maintenance	5,595,700	4,732,400	3,060,100	4,732,400	0	1,672,300	5,290,900	558,500	11.8%	558,500	11.8%
080B	Terminal Maintenance	6,353,200	6,442,900	2,915,400	6,442,900	0	3,527,500	6,744,200	301,300	4.7%	301,300	4.7%
085	Trades	897,800	929,900	612,300	929,900	0	317,600	942,700	12,800	1.4%	12,800	1.4%
090B	Parking	5,120,100	5,444,700	1,699,200	5,444,700	0	3,745,500	5,605,300	160,600	2.9%	160,600	2.9%
091B	Concessions	0	0	50,600	0	0	(50,600)	0	0		0	
092B	Other	51,500	95,000	0	95,000	0	95,000	95,000	0	0.0%	0	0.0%
005	ARFF	3,296,700	3,336,400	2,254,900	3,336,400	0	1,081,500	3,613,000	276,600	8.3%	276,600	8.3%
010	Airport Security	440,400	502,700	309,200	502,700	0	193,500	607,600	104,900	20.9%	104,900	20.9%
015	Uniformed Security	2,558,700	2,714,800	1,757,100	2,714,800	0	957,700	3,006,100	291,300	10.7%	291,300	10.7%
020	Finance	643,000	669,400	471,900	669,400	0	197,500	700,100	30,700	4.6%	30,700	4.6%
025	Personnel	285,300	263,400	174,000	243,400	(20,000)	69,400	366,500	103,100	39.1%	123,100	50.6%
030	Legal Affairs	182,800	179,500	133,800	179,500	0	45,700	441,000	261,500	145.7%	261,500	145.7%
040	Marketing	184,300	195,400	206,800	195,400	0	(11,400)	351,600	156,200	79.9%	156,200	79.9%
042	Business Development	68,200	174,500	99,800	174,500	0	74,700	168,800	(5,700)	-3.3%	(5,700)	-3.3%
045	Facilities Planning/GIS	276,200	281,300	217,600	281,300	0	63,700	294,200	12,900	4.6%	12,900	4.6%
050	Director's Office	1,379,800	1,528,500	816,800	1,528,500	0	711,700	1,573,100	44,600	2.9%	44,600	2.9%
055	Deputy Comm. Office	102,700	120,800	87,500	120,800	0	33,300	119,600	(1,200)	-1.0%	(1,200)	-1.0%
060	General Administrative	1,958,900	2,250,000	1,494,400	2,250,000	0	755,600	1,999,400	(250,600)	-11.1%	(250,600)	-11.1%
065	Non-Operating	0	252,600	0	252,600	0	252,600	1,551,400	1,298,800	514.2%	1,298,800	514.2%
TOTAL EXPENSE		30,779,500	31,448,500	17,115,700	31,428,500	(20,000)	14,312,800	34,921,100	3,472,600	11.0%	3,492,600	11.1%
<i>Surplus/(Deficit)</i>		<i>2,643,800</i>	<i>(100)</i>	<i>5,801,100</i>	<i>19,900</i>	<i>20,000</i>	<i>(5,781,200)</i>	<i>(300)</i>	<i>(200)</i>		<i>(20,200)</i>	

Signatory Rates

Based on 2016/17 AUA

Premium	Approved Budget, v5 2017/18	% Δ LY Bdgt	Actual 2017/18	% Δ Budget	% Δ LY Act	Approved Budget, v5.1 2018/19	% Δ LY Bdgt	Proposed Budget, v3.0 2019/20	% Δ LY Bdgt
Airfield									
Landing Fee per 1,000 lbs	4.65	5.2%	4.93	6.0%	11.5%	4.80	3.2%	4.99	4.0%
RON Fee per night	100	0.0%	100	0.0%	0.0%	105	5.0%	110	4.8%
Terminal									
Gate/Door Fee (Annual)									
Jet Bridge	73,936	6.8%	68,046	-8.0%	5.8%	71,762	-2.9%	71,787	0.0%
Split	55,452	6.8%	51,034	-8.0%	5.8%	53,821	-2.9%	53,840	0.0%
Ground	36,968	6.8%	34,023	-8.0%	5.8%	35,881	-2.9%	35,893	0.0%
Gate/Door Fee (Per Turn)									
Jet Bridge	67.52	6.8%	62.14	-8.0%	5.8%	65.54	-2.9%	65.56	0.0%
Split	50.64	6.8%	46.61	-8.0%	5.8%	49.15	-2.9%	49.17	0.0%
Ground	33.76	6.8%	31.07	-8.0%	5.8%	32.77	-2.9%	32.78	0.0%
Fixed Fee (Annual)	110,904	6.8%	102,069	-8.0%	5.8%	92,265	-16.8%	107,680	16.7%
Passenger Fee (Total pax)	2.30	5.5%	1.97	-14.3%	-1.0%	2.02	-12.2%	1.88	-6.9%
Ancillary Space									
Ancillary Space (Annual per sq. ft.)	24.90	11.0%	24.18	-2.9%	15.5%	24.68	-0.9%	25.32	2.6%

Non-Signatory Rates

Based on 2016/17 AUA

Premium	Approved Budget, v5 2017/18	% Δ LY Bdgt	Actual 2017/18	% Δ Budget	% Δ LY Act	Approved Budget, v5.1 2018/19	% Δ LY Bdgt	Draft Budget, v2.0 2019/20	% Δ LY Bdgt
Airfield									
Landing Fee per 1,000 lbs	5.35	5.3%	5.66	5.8%	11.4%	5.52	3.2%	5.73	3.8%
RON Fee per night	115	0.0%	115	0.0%	0.0%	121	5.2%	127	5.0%
Terminal									
Gate/Door Fee (Annual)									
Jet Bridge	85,026	6.8%	78,253	-8.0%	5.8%	82,526	-2.9%	82,555	0.0%
Split	63,770	6.8%	58,690	-8.0%	5.8%	61,894	-2.9%	61,916	0.0%
Ground	42,513	6.8%	39,126	-8.0%	5.8%	41,263	-2.9%	41,278	0.0%
Gate/Door Fee (Per Turn)									
Jet Bridge	77.65	6.8%	71.46	-8.0%	5.8%	75.37	-2.9%	75.39	0.0%
Split	58.24	6.8%	53.60	-8.0%	5.8%	56.52	-3.0%	56.54	0.0%
Ground	38.82	6.8%	35.73	-8.0%	5.8%	37.68	-2.9%	37.70	0.1%
Fixed Fee (Annual)	127,539	6.8%	117,379	-8.0%	5.8%	106,105	-16.8%	123,833	16.7%
Passenger Fee (Total pax)	2.65	6.1%	2.27	-14.3%	-0.4%	2.32	-12.5%	2.17	-6.5%
Ancillary Space									
Ancillary Space (Annual per sq. ft.)	28.63	11.0%	27.81	-2.9%	15.5%	28.37	-0.9%	29.12	2.6%

RESOLUTION: (1) ADOPTING THE 2019-2020 SYRACUSE REGIONAL AIRPORT AUTHORITY CAPITAL BUDGET; (2) AUTHORIZING EXECUTIVE DIRECTOR TO APPLY FOR AND ACCEPT GRANT OFFERS AND ENTER INTO GRANT AGREEMENTS WITH THE FEDERAL AVIATION ADMINISTRATION AND NEW YORK STATE DEPARTMENT OF TRANSPORTATION FOR SUCH PROJECTS; (3) ENTER INTO CONTRACTS TO UNDERTAKE AND COMPLETE PROJECTS; (4) AUTHORIZING EXPENDITURE OF FUNDS ON PROJECTS

WHEREAS, the Syracuse Regional Airport Authority (the "Authority") is a public benefit corporation, formed and operating pursuant to Chapter 463 of the Laws of New York 2011 (the "Enabling Act") and Article 8, Title 34 of the New York Public Authorities Law, as amended; and

WHEREAS, the Enabling Act provides that the purposes of the Authority include the construction, development, improvement, maintenance and operation of aviation and related facilities within central New York; and

WHEREAS, the Enabling Act authorizes the Authority to enter into contracts with the federal government, the state, the county, the city or any other source in furtherance of its corporate purposes; and

WHEREAS, the Federal Aviation Administration ("FAA") and the New York State Department of Transportation ("NYSDOT") provide grants to airports participating in capital improvement programs ("CIP") sponsored by the FAA and/or NYSDOT; and

WHEREAS, the Authority is the operator of the Syracuse Hancock International Airport ("Airport") which is a participant in the CIP program and has a need for the grants available through the FAA and NYSDOT; and

WHEREAS, the Finance Committee has developed the 2019-2020 Capital Improvement Budget for the Authority (the "2019-2020 Projects") which is attached hereto and made part of

this Resolution as Exhibit “A”; and

WHEREAS, the Authority wishes to obtain available funding for the 2019-2020 Projects through the FAA and NYSDOT CIP program and to accept CIP program grant monies and expend such monies on the 2019-2020 Projects; and

WHEREAS, the CIP program requires that the Authority contribute a portion or in some instances all of the overall cost of the 2019-2020 Projects as further detailed in Schedule “A”; and

WHEREAS, the Finance Committee has met and reviewed the Capital Budget and has recommended its approval and adoption by the Authority Board.

NOW, THEREFORE, after due deliberation having been had thereon, it is hereby RESOLVED, that the Board of the Syracuse Regional Airport Authority hereby: (1) adopts the 2019-2020 Capital Budget as set forth on Exhibit “A” of this Resolution; (2) authorizes the Executive Director to apply for and accept any and all FAA and NYSDOT grant monies available for the 2019-2020 Projects through the CIP program; (3) with the advice of counsel to the Authority to enter into such contracts as necessary to undertake and complete the 2019-2020 Projects; and (4) expend such grant monies and funds of the Authority for each 2019-2020 Project as shown on Schedule “A”, plus an additional twenty percent (20%) as may be necessary in order to accommodate change orders and other routine construction and contract administration matters in order to undertake and complete the 2019-2020 Projects.

Resolution Adopted Date: June __, 2019

Vote: Ayes _____ Nay _____ Abstentions _____

Signed: _____

Secretary

Proposed Capital Budget									
Status as of: Proposed, v3.0									
ACIP Funded Projects									
				90%		5%			
2018/19	Cost			Total	AIP	NYS	Local	Share	Grant/
Year	Center	Owner	Project Description	Cost*	Share	Share	PRRSM	Discretionary	Restricted
	Airfield	BD	Terminal Improvement Prj. Reimbursement	4,650,000	4,185,000	232,500	232,500		
	Airfield	BD	Taxiway Reconfiguration Construction	8,335,000	7,501,500	416,750	416,750		
Sub-total ACIP				12,985,000	11,686,500	649,250	649,250	-	-
Local Projects									
				90%		5%			
2018/19	Cost			Total	AIP	NYS	Local Funding Source		Grant/
Year	Center	Project Description		Cost	Share	Share	PRRSM	Discretionary	Restricted
	Airfield	RB	Pickup Trucks (2) - Replacement	100,000			100,000		
	Airfield	BD	Cold Storage Facility	482,740				144,822	337,918
	Terminal	JS	Advertising infrastructure	125,000				125,000	
	SRAA	BD	Parking Garage - Required Repairs	250,000			250,000		
Sub-total Local				957,740	-	-	350,000	269,822	337,918
Additional Projects									
				90%		5%			
2018/19	Cost			Total	AIP	NYS	Local Funding Source		Grant/
Year	Center	Project Description		Cost	Share	Share	PRRSM	Discretionary	Restricted
	SRAA	TA	Debt Service	280,000			280,000		
	SRAA	TA	Debt Service - TIP	357,700			357,700		
	SRAA	TA	Discretionary Airfield Stabilization	33,000				33,000	
	SRAA	TA	ASD Incentives	180,000				180,000	
Sub-total Additional				850,700	-	-	637,700	213,000	-
GRAND TOTAL				14,793,440	11,686,500	649,250	1,636,950	482,822	337,918
* To be approved plus 20% to "accommodate change orders and other routine construction and contract administration matters."									
						Airfield	749,250	144,822	337,918
						Terminal		125,000	
						SRAA	887,700	213,000	
						Total	1,636,950	482,822	337,918

Actual 2016/2017**PRRSM**

	Airfield Ops/Maintenance	Terminal	SRAA	Total
Opening Balance	\$ -	\$ -	\$ -	\$ -
Deposits	\$ 263,100	\$ 1,576,600	\$ 2,324,800	\$ 4,164,500
Expenditures	\$ (399,626)	\$ (3,335,761)	\$ (2,710,694)	\$ (6,446,081)
Ending Balance	\$ (136,526)	\$ (1,759,161)	\$ (385,894)	\$ (2,281,581)

Actual 2017/2018**PRRSM**

	Airfield Ops/Maintenance	Terminal	SRAA	Total
Opening Balance	\$ (136,526)	\$ (1,759,161)	\$ (385,894)	\$ (2,281,581)
Deposits	\$ 327,238	\$ 1,260,034	\$ 2,652,101	\$ 4,239,373
Expenditures	\$ (916,036)	\$ (522,802)	\$ (1,020,755)	\$ (2,459,593)
Ending Balance	\$ (725,324)	\$ (1,021,929)	\$ 1,245,452	\$ (501,801)

Budget 2018/2019**PRRSM**

	Airfield Ops/Maintenance	Terminal	SRAA	Total
Opening Balance	\$ (725,324)	\$ (1,021,929)	\$ 1,245,452	\$ (501,801)
Budgeted Deposits	\$ 333,917	\$ 1,323,249	\$ 2,706,226	\$ 4,363,392
Budgeted Expenditures	\$ (610,000)	\$ (5,140,271)	\$ (787,500)	\$ (6,537,771)
Ending Balance	\$ (1,001,407)	\$ (4,838,951)	\$ 3,164,178	\$ (2,676,180)

Budget 2019/2020**PRRSM**

	Airfield Ops/Maintenance	Terminal	SRAA	Total
Opening Balance	\$ (1,001,407)	\$ (4,838,951)	\$ 3,164,178	\$ (2,676,180)
Budgeted Deposits	\$ 333,917	\$ 1,367,542	\$ 2,734,806	\$ 4,436,265
Budgeted Expenditures	\$ (749,250)	\$ (1,265,863)	\$ (887,700)	\$ (2,902,813)
Ending Balance	\$ (1,416,740)	\$ (4,737,272)	\$ 5,011,284	\$ (1,142,728)

Actual 2016/2017 Discretionary Beginning Balance **\$ 11,414,692.09**

	Airfield Ops/Maintenance	Terminal	SRAA	Total
Expenditures			\$ (3,102,772)	\$ (3,102,772)
Deposit				\$ 2,449,015
Ending Balance				\$ 10,760,935

Actual 2017/2018 Discretionary \$ 10,760,935

	Airfield Ops/Maintenance	Terminal	SRAA	Total
Expenditures	\$ (59,356)	\$ (20,395)	\$ (567,017)	\$ (646,768)
Deposit			\$ 1,982,994	\$ 1,982,994
Ending Balance				\$ 12,097,161

Budget 2018/2019 Discretionary \$ 12,097,161

	Airfield Ops/Maintenance	Terminal	SRAA	Total
Budgeted Expenditures		\$ (20,000)	\$ (3,179,557)	\$ (3,199,557)
Budgeted Deposit				\$ 750,000
Ending Balance				\$ 9,647,604

Budget 2019/2020 Discretionary \$ 9,647,604

	Airfield Ops/Maintenance	Terminal	SRAA	Total
Budgeted Expenditures	\$ (144,822)	\$ (658,120)	\$ (213,000)	\$ (1,015,942)
Budgeted Deposit				\$ 1,163,536
Ending Balance				\$ 9,795,198

Budget 2019/2020 Discretionary \$ 9,795,198

NOTE RESOLUTION
(Syracuse Regional Airport Authority)

A regular meeting of the Syracuse Regional Airport Authority was convened in public session on June 14, 2019 at _____, local time, at 1000 Colonel Eileen Collins Boulevard, Syracuse, New York.

On a motion duly made by _____ and seconded by _____ the following resolution (the "**Resolution**") was placed before the members of the Syracuse Regional Airport Authority:

RESOLUTION AUTHORIZING THE ISSUANCE OF THE
ISSUER'S AIRPORT TERMINAL GRANT ANTICIPATION
NOTES (SYRACUSE REGIONAL AIRPORT AUTHORITY),
SERIES 2019 IN THE AGGREGATE PRINCIPAL AMOUNT
NOT TO EXCEED \$19,000,000 AND THE EXECUTION OF
RELATED DOCUMENTS.

WHEREAS, the **SYRACUSE REGIONAL AIRPORT AUTHORITY** (the "**Issuer**") is authorized and empowered by provisions of the Syracuse Airport Authority Act, Chapter 463 of the 2011 Laws of the State of New York constituting Title 34 of Article 8 of the Public Authorities Law, Chapter 43-A of the Consolidated Laws of New York, as amended (the "**Enabling Act**") to: (A) stimulate and promote economic development, trade and tourism; (B) acquire, construct, reconstruct, continue, develop, equip, expand, improve, maintain, finance and operate aviation and other related facilities and services within central New York; (C) promote safe, secure, efficient and economical air transportation by preserving and enhancing airport capacity; (D) form an integral part of a safe and effective nationwide system of airports to meet the present and future needs of civil aeronautics and national defense and to assure inclusion of the authority's facilities in state, national and international programs for air transportation and for airport or airway capital improvement, all in accordance with the provisions of the Enabling Act; and (E) ensure that aviation facilities authorized pursuant to this title shall provide for the protection and enhancement of the natural resources and the quality of the environment of the state and the central New York area; and

WHEREAS, on May 31, 2019, the board of the Issuer adopted a certain Initial Project Resolution (the "**Initial Project Resolution**") describing Issuer's intent to issue its grant anticipation notes (the "**Series 2019 Notes**") in an aggregate amount not to exceed \$19,000,000 to finance a project (the "**Project**") consisting of (A) the refinancing of certain revolving indebtedness to KeyBank National Association (the "**Line of Credit**") incurred to finance (i) the construction of certain capital improvements (the "**Improvements**") in and around the terminal (the "**Terminal**") of the airport complex located at 1000 Colonel Eileen Collins Boulevard, Syracuse, New York leased by the Issuer from the City of Syracuse (Tax Map ID Nos. 58.-1-10, 58.-1-7, 58.1-8 and 58.-1-13) consisting of approximately 2,000 acres (the "**Airport Complex**"), and (ii) the equipping of the Terminal with certain items of equipment, machinery, fixtures, and

other items of tangible personal property (the "**Equipment**" and, together with the Terminal, the Airport Complex, Improvements, the "**Project Facility**"); (B) paying certain costs and expenses incidental to the issuance of the Series 2019 Notes; and (C) funding any debt service reserve or similar fund, if any; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the "**SEQR Act**"), and the regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York, being 6 NYCRR Part 617, as amended (the "**Regulations**", and collectively with the SEQR Act, "**SEQRA**"), the Project is a Type II action constituting routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment; and

WHEREAS, pursuant to the Initial Project Resolution, the directors of the Issuer agreed, subject to numerous conditions, including satisfaction of all requirements of SEQRA that relate to the Project, to declare their official intent to reimburse expenditures made in connection with the Project; and

WHEREAS, pursuant to the authorization contained in the Initial Project Resolution, the Issuer (A) caused notice of public hearing of the Issuer (the "**Public Hearing**") pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended (the "**Code**"), to hear all persons interested in the Project and the issuance of the Series 2019 Notes to be published on the Issuer's public website, (B) conducted the Public Hearing on June 13, 2019, at 8:00 a.m., local time at 1000 Colonel Eileen Collins Boulevard, Syracuse, New York, and (C) prepared a report of the Public Hearing (the "**Report**") which fairly summarized the views presented at said Public Hearing and distributed the Report to the directors of the Issuer and to the Mayor of the City of Syracuse, New York (the "**Mayor**"); and

WHEREAS, the Issuer now proposes to authorize the issuance of the Series 2019 Notes in an aggregate principal amount not to exceed \$19,000,000 for the purpose of financing the costs of undertaking the Project; and

WHEREAS, prior to issuance of the Series 2019 Notes, the Mayor must approve issuance of the Series 2019 Notes for purposes of Section 147(f) of the Code; and

WHEREAS, pursuant to a note purchase and continuing covenants agreement (the "**Note Purchase Agreement**"), by and among the Issuer and Key Government Finance, Inc., as the purchaser of the Series 2019 Notes (the "**Note Purchaser**"), the Note Purchaser will purchase the Series 2019 Notes on substantially the terms set forth in that certain term sheet attached hereto as Exhibit "A" (the "**Term Sheet**"); and

WHEREAS, to secure the repayment of the Series 2019 Notes, the Issuer will grant the Note Purchaser a security interest in (A) Federal Aviation Administration Airport Improvement Program Entitlement Grants and New York State Matching Grants (the "**Grants**"); and (B) the gross receipts of the Issuer (the "**Gross Receipts**"), pursuant to one or more assignments, pledges or other security documents (the "**Collateral Security Documents**"); and

WHEREAS, to demonstrate compliance with the provisions of the Code relating to the issuance of tax-exempt obligations, (A) the Issuer will (1) execute a tax and arbitrage certificate dated the date of delivery of the Series 2019 Notes (the "**Arbitrage Certificate**") relating to certain requirements set forth in Section 148 of the Code, and (2) execute a completed Internal Revenue Service ("**IRS**") Form 8038 (Information Return for Private Activity Bonds) relating to the Series 2019 Notes (an "**Information Return**") pursuant to Section 149(e) of the Code, and (B) the Note Purchaser will execute a certificate (the "**Issue Price Certificate**") confirming the issue price of the Series 2019 Notes for purposes of Section 148 of the Code.

NOW, THEREFORE, BE IT RESOLVED BY THE SYRACUSE REGIONAL AIRPORT AUTHORITY AS FOLLOWS:

Section 1. The Issuer hereby finds and determines that:

(a) By virtue of the Enabling Act, the Issuer has been vested with all the powers necessary and convenient to carry out and effectuate the purposes and provisions of the Enabling Act and to exercise all powers granted to it under the Enabling Act;

(b) The refinancing of the construction and installation of the Project Facility (i) will stimulate and promote economic development, trade and tourism; (ii) will acquire, construct, reconstruct, continue, develop, equip, expand, improve, maintain, finance and operate aviation and other related facilities and services within central New York; (iii) will promote safe, secure, efficient and economical air transportation by preserving and enhancing airport capacity; (iv) will form an integral part of a safe and effective nationwide system of airports to meet the present and future needs of civil aeronautics and national defense and to assure inclusion of the authority's facilities in state, national and international programs for air transportation and for airport or airway capital improvement, all in accordance with the provisions of this title; and (v) will ensure that aviation facilities authorized pursuant to this title shall provide for the protection and enhancement of the natural resources and the quality of the environment of the state and the central New York area; and

(c) It is desirable and in the public interest for the Issuer to issue its Series 2019 Notes in a principal amount not to exceed \$19,000,000 as shall be approved by an authorized officer of the Issuer identified in Section 5 hereof, as the Series 2019 Notes may be amended, modified or consolidated from time to time upon the terms and conditions set forth in the Note Purchase Agreement for the purpose of financing the cost of the acquisition, construction and installation of the Project Facility and payment of necessary incidental expenses.

Section 2. In consequence of the foregoing, the Issuer hereby determines:

(a) the Term Sheet, in the form attached hereto, is hereby approved, ratified and confirmed;

(b) the Project is a Type II Action under SEQRA, requiring no further action by the Issuer;

- (c) to issue and deliver the Series 2019 Notes pursuant to the terms and conditions of the Note Purchase Agreement;
- (d) to sell the Series 2019 Notes to the Note Purchaser pursuant to the Note Purchase Agreement;
- (e) to use the proceeds of the Series 2019 Notes to refinance the line of credit used to acquire, construct and install the Project Facility and pay necessary incidental expenses;
- (f) to secure the Series 2019 Notes by granting the Note Purchaser one or more mortgages, assignments and/or security interests in the Grants and Gross Receipts pursuant to the Collateral Security Documents;
- (g) to execute the Arbitrage Certificate and the Information Return with respect to the Series 2019 Notes;
- (h) to file the Information Return with the IRS; and
- (i) to execute and deliver all other agreements, certificates, and documents identified in (or contemplated by the certificates and documents identified in) the Closing Memorandum for the Series 2019 Notes to be executed and delivered by the Issuer and all such other agreements, certificates and documents as may be requested by the Note Purchaser in connection with the issuance of the Series 2019 Notes.

Section 3. The execution and delivery of the Series 2019 Notes, the Note Purchase Agreement, the Collateral Security Documents, the UCC-1 Financing Statement relating to Grants, the UCC-1 Financing Statement relating to Gross Receipts, the Closing Receipt, the Arbitrage Certificate, the Information Return, and all other agreements, certificates, and documents identified in (or contemplated by the certificates and documents identified in the Closing Memorandum for the Series 2019 Notes and all such agreements, certificates and documents as may be requested by the Note Purchaser in connection with the issuance of the Series 2019 Notes (collectively, the "**Financing Documents**") are hereby authorized subject to the approval of the officers of the Issuer identified in Section 5 hereof.

Section 4. Subject to receipt of notice from the Mayor that he has approved the issuance of the Series 2019 Notes pursuant to, and solely for purposes of, Section 147(f) of the Code, the Issuer is hereby authorized to issue, execute, sell and deliver to the Note Purchaser for authentication its Series 2019 Notes in a principal amount not to exceed \$19,000,000 in the form approved by an authorized officer of the Issuer identified in Section 5 hereof, against receipt of the purchase price, all pursuant to the Enabling Act and in accordance with the provisions of the Note Purchase Agreement, provided that:

- (a) The Series 2019 Notes authorized to be issued, executed, sold, and delivered pursuant to this Section 4 shall bear interest at the rate or rates, be issued in such form and amount, be subject to redemption prior to maturity, and have such other terms and provisions and be issued in such manner and on such other conditions as are set forth in the Note Purchase Agreement approved by an authorized officer of the Issuer identified in Section 5 hereof.
- (b) The Series 2019 Notes shall be issued solely for the purpose of providing

funds to finance (1) the cost of the Project as described in the Financing Documents, and (2) a portion of the administrative, legal, financial, and other expenses of the Issuer in connection with the Project and incidental to the issuance of the Series 2019 Notes.

(c) Neither the members, directors, officers, agents, employees, or representatives of the Issuer, nor any person executing the Series 2019 Notes or any of the Financing Documents on behalf of the Issuer, shall be liable thereon or subject to any personal liability or accountability by reason of the execution, issuance, or delivery thereof. The Series 2019 Notes and the interest thereon are not and shall never be a debt of the State of New York, Onondaga County, City of Syracuse, or any political subdivision thereof and neither the State of New York, Onondaga County, City of Syracuse, nor any political subdivision thereof (other than the Issuer) shall be liable thereon.

(d) The Series 2019 Notes, together with interest payable thereon, shall be special obligations of the Issuer payable solely from certain of the revenues and receipts derived from the sale or other disposition of the Issuer's interest in the Project Facility or from the enforcement of the security provided by the Financing Documents and the other security pledged to the payment thereof.

(e) Notwithstanding any other provision of this bond resolution, the Issuer covenants that it will make no use of the proceeds of the Series 2019 Notes or any other funds of the Issuer (other than the Issuer's administrative fee), which, if said use had been reasonably expected on the date of issuance of the Series 2019 Notes, would have caused any of the Series 2019 Notes to be an "arbitrage bond" within the meaning of Section 148 of the Code.

Section 5.

(a) The Executive Director, Chief Financial Officer, Chairman and Vice Chairman of the Issuer (each, an "**Authorized Representative**" of the Issuer) are each hereby authorized, on behalf of the Issuer, to negotiate, approve, execute (by manual or facsimile signature), and deliver the Financing Documents and all other agreements, documents, certificates, and instruments identified in the Closing Memorandum for the Series 2019 Notes, and the Secretary and Assistant Secretary of the Issuer are each hereby authorized to affix the seal (or a facsimile thereof) of the Issuer to them and to attest to all of them, with such terms, covenants, and provisions as the Executive Director, Chief Financial Officer, Chairman or Vice Chairman shall approve. The execution of the Financing Documents by the Executive Director, Chief Financial Officer, Chairman or Vice Chairman shall constitute conclusive evidence of that approval.

(b) The Executive Director, Chairman and Vice Chairman are each further hereby authorized, on behalf of the Issuer, to designate any additional Authorized Representative of the Issuer as defined in and pursuant to the Note Purchase Agreement.

Section 6. In addition to the authority hereinabove granted, the officers, directors, members, employees, and agents of the Issuer are hereby authorized and directed for and in the name and on behalf of the Issuer to do all acts and things required or provided for by any

of the provisions of the Financing Documents, and to execute and deliver all additional agreements, certificates, instruments, and documents identified in the Closing Memorandum for the Series 2019 Notes, and to pay all fees, charges, and expenses and to do all other acts as may be necessary, or in the opinion of the officer, director, member, employee, or agent, desirable or proper to effectuate the purposes of the foregoing resolution and to cause compliance by the Issuer with all of the terms, covenants, and provisions of the Financing Documents binding upon the Issuer. None of the officers, members, directors, employees, representatives, or agents of the Issuer, however, shall have any personal liability under the Series 2019 Notes or the Financing Documents.

Section 7. A copy of this Resolution, together with its attachments, shall be placed on file in the office of the Issuer where the same shall be available for public inspection during business hours.

Section 8. This Resolution shall take effect immediately and subject to receipt by the Issuer of notice that the Mayor has approved the issuance of the Series 2019 Notes in accordance with Section 147(f) of the Code, the Series 2019 Notes are hereby ordered to be issued in accordance with this resolution.

The question of the adoption of the foregoing Resolution was duly put to vote on roll call, which resulted as follows:

Ms. Latoya Allen	<u> </u> Present	<u> </u> Yes	<u> </u> No
Dr. Shiu-Kai Chin	<u> </u> Present	<u> </u> Yes	<u> </u> No
Dr. Donna De Siato	<u> </u> Present	<u> </u> Yes	<u> </u> No
Mr. William P. Fisher	<u> </u> Present	<u> </u> Yes	<u> </u> No
Ms. Jo Anne C. Gagliano	<u> </u> Present	<u> </u> Yes	<u> </u> No
Mr. John B. Johnson, Jr.	<u> </u> Present	<u> </u> Yes	<u> </u> No
Mr. Kenneth J. Kinsey	<u> </u> Present	<u> </u> Yes	<u> </u> No
Mr. Michael J. Lazar	<u> </u> Present	<u> </u> Yes	<u> </u> No
Hon. Michael Quill	<u> </u> Present	<u> </u> Yes	<u> </u> No
Mr. Robert Simpson	<u> </u> Present	<u> </u> Yes	<u> </u> No
Hon. Damian M. Ulatowski	<u> </u> Present	<u> </u> Yes	<u> </u> No

The Resolution was thereupon declared duly adopted.

STATE OF NEW YORK)
) ss.:
COUNTY OF ONONDAGA)

I, the undersigned, (Assistant) Secretary of the Syracuse Regional Airport Authority, DO HEREBY CERTIFY that I have compared the annexed extract of the minutes of the special meeting of the Syracuse Regional Airport Authority (the "Issuer") including the resolution contained therein, held on June 14, 2019 with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Issuer and of such resolution set forth therein and of the whole of said original insofar as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that (i) all member of the Issuer had due notice of the meeting, (ii) pursuant to Sections 103a and 104 of the Public Officers Law (the “**Open Meetings Law**”), said meeting was open to the general public and public notice of the time and place of said meeting was duly given in accordance with such Sections 103a and 104, (iii) the meeting in all respects was duly held, and (iv) there was a quorum present throughout.

I FURTHER CERTIFY that as of the date hereof the attached resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Issuer this day of June, 2019.

(Assistant) Secretary

(SEAL)

EXHIBIT A
TERM SHEET



Syracuse Regional Airport Authority

2019 Tax-Exempt Loan Summary of Terms and Conditions May 24, 2019

This Financing proposal is provided for discussion purposes only and does not represent a commitment from Key Government Finance, Inc. ("KGF"). This proposal and its terms are submitted on a confidential basis and shall not be disclosed to third parties (other than the Borrower's officers, directors, employees and advisors charged with reviewing and/or implementing the transactions contemplated hereby) without KGF's consent. This proposal is intended as an outline of certain material terms of the Facility and does not purport to summarize all of the conditions, covenants, representations, warranties and other provisions which would be contained in definitive documentation for the Facility contemplated hereby.

Key Government Finance, Inc., ("Lender") is pleased to provide the following term sheet for a direct placement to the Syracuse Regional Airport Authority.

- Lender:** Key Government Finance, Inc. ("Lender").
- Borrower:** Syracuse Regional Airport Authority ("Authority" or the "Borrower").
- Issue:** 2019 Tax-Exempt Loan ("2019 Loan").
- Facility:** Direct Purchase of the 2019 Loan by the Lender.
- Amount:** ~\$17,219,000
- Use of Proceeds:** The proceeds of the 2019 Loan will be used to (1) refinance the outstanding line of credit, and (2) pay the costs of issuance of the 2019 Loan.
- Final Maturity:** December 1, 2026.
- Repayment:** Interest will be due quarterly on the first business day of each applicable March, June, September, and December. Principal will be due on December 1, commencing on December 1, 2019 and afterwards as described below:

Repayment Date	Principal Repayment
December 1, 2019	\$4,418,000
December 1, 2020	--
December 1, 2021	\$4,221,000
December 1, 2022	\$3,964,000
December 1, 2023	--
December 1, 2024	\$1,583,000
December 1, 2025	\$1,583,000
December 1, 2026	\$1,720,000

- Facility Term:** The Lender will purchase the 2019 Loan through Final Maturity.
- Drawdown:** All funds will be drawn at closing.

Interest Rate Lock Options:

30 Day Rate Lock Option:

At the Borrower's request, the Lender can provide an interest rate lock option ("Interest Rate Lock") good through a June 28, 2019 closing date. The Interest Rate Lock will require a two-party e-mail confirmation between Lender and Borrower to confirm the terms of the Interest Rate Lock as provided by Lender. If the Interest Rate Lock confirmation is not received by Lender within the specified time, or the Facility closes after the agreed upon lock period, the final interest rate will be subject to index between the proposal date and the closing date based on the change in the KeyCorp Cost of Funds index.

Based on market conditions as of May 22, 2019, the Interest Rate Lock option is quoted below. Any revision to the amortization that increases the average life of the financing may result in a re-pricing of the Interest Rate Lock provided.

This Interest Rate Lock needs to be accepted by the Borrower no later than May 29, 2019 and would be valid for closing on or before June 28, 2019.

Interest Rate Lock Option		
	WAL (Months)	Tax-Exempt Rate
Option 1	40	2.402%
Option 2	40	2.443%

SRRAA cure 1/5

Option 2

Interest Day Count:

30/360

Up-Front & Structuring Fee:

	Upfront Fee	Structuring Fee
Option 1	\$50,000	\$50,000
Option 2	\$25,000	\$25,000

Option 2

Costs of Issuance:

Lender plans to use Phillips Lytle LLP as outside legal counsel. Lender will cover Lender's Counsel fees. Attorney contact information is provided below:

Michael Overmyer Partner 28 East Main Street, Suite 1400 Rochester, NY 14614-1935 Phone: (585)-238-2079 340 Madison Avenue, 17th Floor New York, NY 10173-1922 Phone: (212)-508-0482 MOvermyer@phillipslytle.com	Milan Tyler Partner 340 Madison Avenue, 17th Floor New York, NY 10173-1922 Phone: (212)-508-0439 mt Tyler@phillipslytle.com
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Prepayment:

The Facility may be prepaid in whole or in part on any date, subject to a prepayment premium calculated on the outstanding principal balance at the time of the termination as follows:

	Year 1	Year 2	Year 3	Year 4	Thereafter
2019 Loan	1.75%	1.00%	1.00%	1.00%	0.00%

Security:

The 2019 Loan will not be a general obligation of the Borrower but will be secured as follows:

1. Principal payments will be secured by a pledge on future FAA AIP Entitlement Grants and State Matching Grants that match the payment table found in the Repayment section of the term sheet. Borrower pledges not to use these funds for any other purpose.
2. Interest payments will be serviced by funds on hand with an obligation of the Borrower to adjust rates and charges to cover such payments, if necessary.

Financial Reporting: Borrower shall provide directly to the Lender:

1. Annual Audited financial statements within one hundred eighty (180) days of fiscal yearend presented on both a consolidated and consolidating basis; Annual Interim financial statements within ninety (90) days of fiscal yearend presented on both a consolidated and consolidating basis; Quarterly interim financial statements within sixty (60) days of the quarter end presented on both a consolidated and consolidating basis;
2. Annual budgets, annual enplanements by airline, and pro-formas as requested.
3. Covenant compliance certificate on an annual basis, concurrent with the corresponding financial statement.
4. Other information as the Bank may from time to time, reasonably request.

Financial Covenants: The covenants of the 2019 Loan will include but not be limited to the following:

1. Debt Service Coverage Ratio: Borrower must maintain an annual debt service coverage ratio of 1.00:1.00 defined as Annual Operating Cash Flow to Contractually Obligated Debt Service. To be tested annually as of fiscal year end.
2. Minimum Liquidity: Borrower must maintain a minimum of \$12.8 million in unrestricted cash and liquid investments tested annually as of fiscal year end. This requirement will include step-downs commencing on the December 1, 2021 principal payment and as the 2019 Loan amortizes.
3. Limitations of Additional Indebtedness: Borrower will not incur more than \$20 million in Additional Indebtedness without permission from Lender, not to be unreasonably withheld. This requirement will step-up equal to the principal payments made throughout the 2019 Loan. In addition, this limitation will not include CFC secured debt.

Default Rate: 3% above the current interest rate for any outstanding payments in default, upon the occurrence of a payment default longer than 90 days, the default interest rate shall apply to all outstanding principal, until the payment default has been cured.

Event of Taxability and Gross-Up Rate: Usual and customary language for transactions of this nature. The Taxable Rate will be defined during documentation. Lender is not requiring increased cost provisions associated with regulatory change and change in tax rate.

Documents: All documents shall be attorney prepared and, in a form, and substance acceptable to the Lender and its legal counsel, including legal opinions customary for transactions of this nature. Bond counsel will provide a Validity Opinion regarding the legality, validity, and enforceability of the Facility and a Tax Opinion regarding the tax-exempt nature of the interest earnings on the financing.

Credit Approval: Lender has received a positive pre-screen for this transaction. The estimated amount of time required to obtain final credit approval is 10 business days after receipt of formal award assuming timely receipt of requested financial information, if any.

Conditions Precedent to Closing: Borrower's obligation will be subject to such terms and conditions that Lender may require with respect to this transaction, or as are customarily required with respect to similar credits and as set forth in the facility documents. Without limitation, such terms and conditions shall include:

1. Absence of Default.
2. Accuracy of Representations and Warranties.
3. Negotiation and Execution of satisfactory closing documents.
4. Absence of material adverse change in financial condition of Borrower during the period from the date hereof to the Closing Date.
5. Formal credit approval by the Lender.

Firm Experience: The Lender is a subsidiary of KeyBank, N.A. KGF's portfolio consists of over \$4.5 billion of tax-exempt leases, loans, and bonds for municipalities, not-for-profits, and manufacturers across the United States.

Ancillary Business: This Term Sheet is contingent upon the Borrower maintaining their existing depository relationship with KeyBank.

Other: The Lender will make a loan by purchasing the 2019 Loan under the following additional conditions: (i) the 2019 Loan is not being registered under the Securities Act of 1933 and is not being registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any state; (ii) the Lender will hold the 2019 Loan as one single debt instrument; (iii) no CUSIP numbers will be obtained for the 2019 Loan (iv) no final official Statement has been prepared in connection with the private placement of the 2019 Loan; (v) the 2019 Loan will not close through the DTC or any similar repository and will not be in book entry form; and (vi) the 2019 Loan is not listed on any stock or other securities exchange.

Expiration Date: May 29, 2019

Proposal Acceptance/Expiration

This proposal is issued in reliance upon the accuracy of all information presented by you to us and is contingent upon the absence of any material adverse change in your condition, financial or otherwise, from the condition as it was represented to us at the time of this proposal. This proposal is subject to our formal approval and the execution of documentation acceptable to each of us. **IT IS NOT A COMMITMENT BY US TO ENGAGE IN THIS TRANSACTION.**

(a) Key Government Finance ("KGF") is not acting as an advisor to you and does not owe a fiduciary duty pursuant to Section 15B of the Exchange Act to you with respect to the information and material contained in this communication; (b) KGF is acting for its own interests; and (c) you should discuss any information and material contained in this communication with any and all internal or external advisors and experts that you deem appropriate before acting on this information or material.

KGF (i) is an entity directly or indirectly controlled by a bank or under common control with a bank, other than a broker, dealer or municipal securities dealer registered under the Securities Exchange Act of 1934, and (ii) the present intent of KGF, is to hold the municipal securities to maturity or earlier redemption or mandatory tender. Any placement agent, broker or financial advisor may rely upon the representations and warranties contained in this paragraph.

Lender notifies Borrower that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56, as amended and supplemented) (the "Patriot Act"), that Lender is required to obtain, verify and record all information that identifies Borrower, which information includes the name and address of Borrower and other information that will assist Lender to identify Borrower in accordance with the Patriot Act."

If the outlined foregoing proposal is satisfactory, reflects an arrangement that suits the need of your organization and you would like Key to commence its due diligence process, please sign and return this proposal. The terms described in this proposal will expire on May 29, 2019 if we have not received an authorized signed copy on or before such date.

Thank you for allowing us the opportunity to present this Proposal. If you have any questions, please call me at 315-470-5180.

Sincerely,

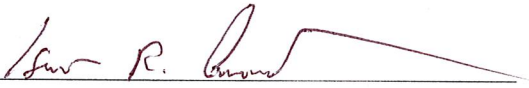
Key Government Finance, Inc.

By: 

David Zapata
VP & East Region Manager
201 South Warren Street, 2nd Floor
Syracuse, NY 13202
David_Zapata@keybank.com

APPROVED THIS 29th DAY OF May, 20 19

Syracuse Regional Airport Authority

By: 

Print Name: Trent R. Amund

Title: CFO/Treasurer

RESOLUTION AUTHORIZING APPROVAL OF ADDITIONAL NEW AIR SERVICE AGREEMENT WITH UNITED AIRLINES

WHEREAS, the Syracuse Regional Airport Authority (the “Authority”) is a public benefit corporation, formed and operating pursuant to Chapter 463 of the Laws of New York 2011 (the “Enabling Act”) and Article 8, Title 34 of the New York Public Authorities Law, as amended; and

WHEREAS, the Authority is the operator of the Syracuse Hancock International Airport (“Airport”); and

WHEREAS, pursuant to Section 2799-bbb of the Enabling Act the stated purposes of the Authority include forming an integral part of a safe and effective nationwide system of airports to meet the present and future needs of civil aeronautics and national defense and to assure the inclusion of the Authority’s facilities in state, national and international programs for air transportation; and

WHEREAS, by Resolution No. 5 of 2018 the Board of the Authority previously approved the adoption and implementation of an updated Air Service Development Incentive Program (the “ASDI Program”) in order to update and keep pace with changes in the commercial air service industry and provide commercial air carriers with certain operational fee credits (“Operational Credits”) in connection with new or additional air service to be provided at the Airport; and

WHEREAS, United Airlines is an air carrier at the Airport and has offered to provide new year round air passenger service between the Airport and Denver International Airport (“DEN”) consisting of seven (7) weekly flights from DEN to Syracuse and seven (7) weekly

flights from Syracuse to DEN utilizing jet aircraft (the “DEN Service”) which such service commenced on or about June 6, 2019; and

WHEREAS, in order to induce United to continue the DEN Service and enter into a formal agreement with the Authority for the DEN Service, management has advised that it would be beneficial to offer United marketing, promotional and operational assistance through the Authority’s Aviation Enterprise Fund and the ASDI Program in connection with the DEN Service; and

WHEREAS, providing the DEN Service is consistent with and in furtherance of the Authority’s purposes under the Enabling Act.

NOW, THEREFORE, after due deliberation having been had thereon, it is hereby

RESOLVED, by the Board of the Syracuse Regional Airport Authority, that the Executive Director is authorized, with the advice of counsel to the Authority, to enter into negotiations for a formal written agreement with United regarding the DEN Service, and pending such successful negotiation and with the advice of counsel, to execute a formal agreement for the DEN Service with United; and be it further

RESOLVED, that subject to the execution of such formal agreement for the DEN Service, the Executive Director is authorized to expend up to the maximum sum of \$20,000.00 from the Authority’s Aviation Enterprise Fund for marketing and promotional assistance in connection with and during the first six (6) months of the DEN Service and further authorized to give up to the maximum amount of \$160,000.00 in Operational Credits in connection with and during the first year of the DEN Service under the ASDI Program; and be it further

RESOLVED, that should the DEN Service fail to utilize all of such marketing and promotional assistance dollars and Operational Credits within the above stated requisite time frames it shall forfeit any such unutilized balances.

Resolution Adopted Date: June __, 2019.

Vote: Ayes ____ Nays: ____ Abstentions: ____.

Signed: _____.
Secretary

**RESOLUTION AUTHORIZING THE CREATION OF THE POSITION
OF DIRECTOR OF PLANNING AND DEVELOPMENT FOR THE SYRACUSE
REGIONAL AIRPORT AUTHORITY**

WHEREAS, the Syracuse Regional Airport Authority (the "**Authority**") is a public benefit corporation, formed and operating pursuant to Chapter 463 of the Laws of New York 2011 (the "**Enabling Act**") and Article 8, Title 34 of the New York Public Authorities Law, as amended; and

WHEREAS, Section 2799-ggg (12) of the Enabling Act authorizes the Authority to appoint such officers, employees and agents as the Authority may require for the performance of its duties, and to fix and determine their qualifications, duties and compensation; and

WHEREAS, the Authority desires to create the position of Director of Planning and Development, which position the Authority believes is necessary to assist the Authority in performing its obligations and duties under the Enabling Act, and its responsibilities to keep, maintain and operate the Syracuse Hancock International Airport; and

WHEREAS, the creation of this position is a necessary step required by the Onondaga County Personnel Department and the New York State Civil Service Commission.

NOW, THEREFORE, after due deliberation having been had thereon, it is hereby

RESOLVED, that the Board of the Syracuse Regional Airport Authority, location code 51482, hereby establishes the following as standard work days for its employees and will report days worked to the New York State and Local Employees' Retirement System based on the time keeping system or the record of activities maintained and submitted by these members to the clerk of this body-Title: Director of Planning and Development; Standard Work Day (Hrs/day): 7.25, and it is further

RESOLVED, that the Executive Director of the Authority shall take any and all actions necessary to ensure this position is properly designated by the Onondaga County Civil Service Department or any similar governmental entity.

RESOLUTION ADOPTED DATE: JUNE ____, 2019

VOTE: Ayes ____ Nays ____ Abstentions ____

SIGNED: _____
Secretary

DIRECTOR OF PLANNING AND DEVELOPMENT (SRAA)

DISTINGUISHING FEATURES OF THE CLASS

This work involves responsibility at the senior level for planning, coordinating, and inspecting construction projects at the Syracuse Regional Airport Authority (SRAA) and overall management of the engineering division. Reporting to the Executive Director, an employee in this class is responsible for coordinating a variety of construction projects in order to maintain or improve the Authority's facilities and structures. An employee in this class will set goals and objectives, coordinate project needs by working with other senior staff members throughout the Authority, as well as capital program management, including capital planning and project finance management. Employees make independent decisions requiring technical discretion. The successful incumbent will demonstrate initiative and operate with latitude under general supervision received from the Executive Director. Does related work as required. This position may require supervision over support staff.

TYPICAL WORK ACTIVITIES

Develops all capital and airport improvement projects (AIP)
Handles capital program management, including capital planning and project finance management.
Works with the Airfield and Terminal Maintenance Supervisors, the Airport Operations Officer, and other senior staff members to identify and develop project goals and objectives.
Plans construction and renovation projects, makes schedules, prepares preliminary cost estimates and detailed project budgets.
Represents the Authority at all construction meetings throughout the design, bidding and construction phases of all projects.
Reviews all phases of construction work and monitors projects ensuring progress according to specifications.
Reports project progress as well as potential issues or delays to the Executive Director.
Processes change order documentation.
May review expense documents to ensure that goods and services have been received in preparation for payment.
Reviews and approves payment applications for projects.
Utilizes personal computers in order to develop and track work orders as well as other work related activities.
Identifies and reports the physical plant needs of the Authority in order to develop an ongoing capital repair/replacement program.
Coordinates the permitting process for tenant improvements to airport buildings.

FULL PERFORMANCE KNOWLEDGES, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS

Thorough knowledge of the principles and practices of site work construction and inspection.
Good knowledge of the principles, methods and equipment common to construction projects.
Good knowledge of computer applications within the field of facilities engineering as related to computer drawing and records maintenance.
Ability to work effectively with contractors, engineers, and municipal officials.
Ability to communicate effectively both orally and in writing.
Ability to read and interpret a variety of blue prints, plans, and specifications applicable to construction work.
Ability to make detailed technical inspections and to enforce regulations firmly, tactfully, and impartially.
Ability to prepare detailed project budgets and estimations.

MINIMUM QUALIFICATIONS

Graduation from a regionally accredited college or university or one accredited by the New York State Board of Regents to grant degrees with a baccalaureate degree in engineering science, engineering technology, construction technology, architecture or a closely related field and four (4) years of work

experience, or its part time equivalent, in construction management or closely related field, which must have included the review of contracts and specifications, and budget oversight.

4/2019 date of composition

DRAFT



Office of the New York State Comptroller
 New York State and Local Retirement System
 Employees' Retirement System
 Police and Fire Retirement System
 110 State Street, Albany, New York 12244-0001

Standard Work Day Resolution for Employees*

RS 2418

(Rev. 7/11)

BE IT RESOLVED, that the _____, Location code _____, hereby establishes the following as standard work days for its employees and will report days worked to the New York State and Local Employees' Retirement System based on the time keeping system or the record of activities maintained and submitted by these members to the clerk of this body:

Title	Standard Work Day (Hrs/day)

On this _____ day of _____, 20____

 (Signature of clerk) Date enacted: _____

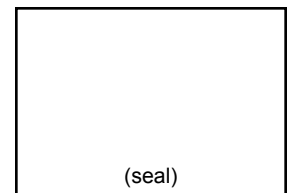
I, _____, clerk of the governing board of the _____, (Name of Employer)

of the State of New York, do hereby certify that I have compared the foregoing with the original resolution passed by such board, at a legally convened meeting held on the _____ day of _____, 20____ on file as part of the minutes of such meeting, and that same is a true copy thereof and the whole of such original.

I further certify that the full board, consists of _____ members, and that _____ of such members were present at such meeting and that _____ of such members voted in favor of the above resolution.

IN WITNESS WHEREOF, I have hereunto
 Set my hand and the seal of the

 (Name of Employer)



*To be used for all employees. Please list Elected and Appointed Officials on the form (RS2417-A) Standard Workday and Reporting Resolution for Elected and Appointed Officials.

See Instructions for Completing Form on Back

Instructions for completing the Standard Work Day Resolution

A	B
Title	Standard Work Day (Hrs/day)
Accountant	8.00
Clerk	7.00
Bookkeeper	7.50
Data Collector	6.00
Secretary	7.25
Typist	7.50
Custodian	8.00
Laborers	8.00

- A. **Title:** You must establish a standard work day for each employee title (e.g. clerks, bus drivers, etc.) even if you do not have any full-time employees in that title. You may establish several standard work days for different positions. For example, all laborers may have an eight hour standard work day, all clerical workers seven and a half hours, and all elected officials six hours. Employers may also establish several standard work days for the same title, depending if there are significant variances in the job duties.
- B. **Standard Work Day (Hrs/day):** The minimum number of hours that can be established for a standard workday is six, while the maximum is **eight**. A standard workday is the denominator to be used for the days worked calculation; it is not necessarily always the number of hours a person works. For example, if a clerk is only required to work three hours a day, you must still establish a standard workday between six and eight hours as the denominator for their days worked calculation.

Once the Resolution is passed, it must be kept on file by the employer and made available to the Retirement System upon request.

RESOLUTION AUTHORIZING COLLECTIVE BARGAINING AGREEMENT BETWEEN SRAA AND AFSCME LOCAL 400 AND TRANSFER OF MAINTENANCE AND CUSTODIAL EMPLOYEES TO SRAA EMPLOYMENT

WHEREAS, the Syracuse Regional Airport Authority (the "Authority") is a public benefit corporation, formed and operating pursuant to Chapter 463 of the Laws of New York 2011 and Article 8, Title 34 of the New York Public Authorities Law, as amended (collectively, the "Enabling Act"); and

WHEREAS, the Enabling Act authorizes the Authority to enter into agreements in furtherance of the accomplishment of its corporate purposes, and to appoint such officers, employees and agents as the Authority may require for the performance of its duties, and to fix and determine their qualifications, duties and compensation; and

WHEREAS, the Authority informed Council 66 and its affiliate Local Union 400 of the American Federation of State, County and Municipal Employees AFL-CIO ("AFSCME Local 400") that it would like to select employees of the City of Syracuse working in maintenance and custodial operations at the Syracuse Hancock International Airport for transfer to employment with the Authority, pursuant to the terms of Section 2799-fff of the Enabling Act, subject to the consent of the Mayor of the City of Syracuse; and

WHEREAS, the Authority and AFSCME Local 400, by their representatives, thereupon entered into negotiations for a Collective Bargaining Agreement to establish terms and conditions of employment for maintenance and custodial employees to be employed by the Authority, with the understanding that any such Collective Bargaining Agreement would become effective only upon a transfer of employees from the City of Syracuse to the SRAA; and

WHEREAS, as the result of good faith bargaining between the Authority and AFSCME Local 400, the parties' representatives have entered into a Memorandum of Agreement establishing terms and conditions of employment for maintenance and custodial employees

pursuant to a five (5) year Collective Bargaining Agreement, July 1, 2019 to June 30, 2024, subject to ratification by both parties; and

WHEREAS, the employees in the Local 400 bargaining unit who would become employed by the Authority upon such transfer have ratified the Memorandum of Agreement by vote taken on June 12, 2019; and

WHEREAS, the Authority finds and determines the Memorandum of Agreement set forth as an attachment to this Resolution, establishing terms and conditions of employment for employees in maintenance and custodial operations pursuant to a five (5) year Collective Bargaining Agreement, from July 1, 2019 to June 30, 2024, to be in the best interests of the Authority; and

WHEREAS, the Authority has informed AFSCME Local 400 that upon approval of the Memorandum of Agreement by both parties and, with the consent of the Mayor of the City of Syracuse, the transfer of such employees in maintenance and custodial operations would become effective July 1, 2019,

NOW, THEREFORE, BE IT RESOLVED, that the Board of the Syracuse Regional Airport Authority hereby authorizes the Executive Director, on behalf of the Authority, to enter into a five (5) year Collective Bargaining Agreement with AFSCME Local 400 upon such terms and conditions as set forth in the Memorandum of Agreement attached to this Resolution and on such other terms and conditions as the Executive Director, after consultation with counsel, deems in the best interests of the Authority, and

BE IT FURTHER RESOLVED, that the Executive Director is directed to take all further necessary and appropriate steps to effect a transfer of the employees in maintenance and custodial operations from employment with the City of Syracuse to employment with the Authority on July 1, 2019, including but not limited to obtaining the consent of the Mayor of the City of Syracuse.

RESOLUTION ADOPTED

DATE: June __, 2019

VOTE: *Ayes* ____ *Nays* ____ *Abstentions* ____

SIGNED: _____
Secretary



**Finance Committee Meeting Minutes
May 10, 2019**

These minutes reflect the activities of the Syracuse Regional Airport Authority Finance Committee during the meeting held at Syracuse Hancock International Airport in the SRAA Board Room on Friday, May 10, 2019.

The Meeting was called to order by Dr. Chin at 9:32 a.m.

I. Roll Call:

In attendance: Ms. Gagliano, Dr. Shiu-Kai Chin, Mr. William P. Fisher, Mr. Mike Lazar, Mr. Trent Amond, Ms. Maureen Fogarty, Mr. Bill Ryan, Mr. John Clark and Ms. Linda Ryan.

II. Review and approval of minutes from previous meeting:

Mr. Lazar made a motion to approve the minutes from the previous meeting on April 19, 2019 and Mr. Simpson seconded that motion.

III. Old Business:

A. CFC Study: Mr. Amond gave an update on the CFC Analysis Study. Mr. Simpson asked if we went to a \$5 a day CFC as opposed to a \$4 CFC would it help our bond rating. Mr. Amond spoke to Landrum and Brown and they said a \$5 fee would be better for our bond rating as it is better to have more money on hand than less. We reported to the rental car facilities this week and we told them the CFC would be between \$4 and \$5 dollars. They all have the presentation that we presented to the Finance Committee last week and will present to the Board today. The Car Rental Companies need about 4-5 weeks to crank a CFC into their system. We hope to have the CFC approved in June and begin collecting in September. Mr. Clark has prepared a draft resolution for the Finance committee and the Board to review. Mr. Amond was hoping to hear from the rental car companies on their thoughts regarding the \$4 or \$5 charge and communicate this to the Finance Committee and put this in the actual resolution to prepare to the Board. Mr. Lazar asked if there was a cap on the per day charge. Mr. Amond mentioned that there currently is not but we are not opposed to it. We will see if the Rental Car Companies bring this to our attention.

B. FBO Lease Rate Update:

Mr. Amond mentioned that he and John Clark have reopened the discussions with Signature and that they are moving forward with addressing the issues that came out of the Landrum and Brown Study. Discussions are ongoing at this point.

C. ASD Incentive Agreement

Mr. Amond mentioned when we issued information to Allegiant about the incentives available for their new service to Sarasota but we omitted to bring that forward as a resolution so Mr. Clark has prepared a resolution which will retroactively endorse the incentive agreement that Allegiant is operating under. It is the standard incentive from the Matrix that the Board Approved.

IV. Executive Session:

Dr. Chin Invited a motion to go into Executive Session to discuss matters pertaining to the proposed acquisition, sale, or lease of real property by the Authority and any other matter in confidentiality by federal or state law. Mr. Fisher made the motion and Mr. Lazar seconded the motion.

V. New Business:

A. Americar Receivable Issue: When Americar was in business as the off-Airport Rental Car Company over a year ago they abruptly ceased their operations and left owing us \$150,000. Ms. Fogarty and Mr. Clark have been working with Americar's attorney. Mr. Clark mentioned that Americar proposed a \$25,000 settlement that has been outstanding for a while. Mr. Clark asked that they show reliable financial proof that this is all they have or that the offer would be rejected. They have not provided any financial proof to this date so currently we are rejecting their offer. According to their attorney, Americar is not in business but it is still an entity. Ms. Fogarty mentioned that Americar had collected a 10% concession fee from all of their customers over this period of time so this is definitely owed to us. Mr. Clark recommended that he continue discussions with Americar to attempt to determine their current financial status.

B. Operating Budget 2019-20

We are budgeting for revenues and expenses to be about 9½ % higher than this year's budget. Some of the key things going on in this draft of the budget are an overall salary and wage increase of about 7% that is included. We have budgeted revenue from parking, food, beverages and retail concessions and the car rental concessions based on actual numbers that are up from last year's budget. We have budgeted about \$160,000 for TNC companies, Uber and Lyft. Uber's new contract brings them in line with Lyft which is \$2.00 per drop off and \$2.00 per pick up as opposed to the first year they were here which they paid a flat fee of \$60,000. On the expense side, we've got the salary and benefit increases and the \$100,000 for further improvements to security which TSA is asking us to address. There was an increase in our Security Officer Staffing (non-LEO) due to the construction project. Since construction was completed, the additional officers have been well utilized by maintaining

traffic flow and orderly conduct of drop off and pick up. This has increased the budget by \$300,000. We have a few new positions at the Airport that were not in last year's budget but are in this year's budget. They are a Payroll Administer position, a Marketing and Communication Specialist, the Airport Welcoming Officer and the Director of Airport Operations. All of these positions were not in the previous budget. On the operations side, the largest increase is in Snow Removal Operations as you will recall we are going to the Board today with a resolution to approve a new Snow Removal Provider. Part of the reason the budget is higher is due to higher rates of the new Snow Removal Provider but also we have historically spent more than we have budgeted on Snow Removal and we wanted to move it closer to the actual spend. Mr. Fisher asked how we determine how we staff the Security Officers and who decides the staffing levels. Mr. Carni mentioned that he and Mr. Amond work with Securitas to determine the optimum level of staffing. We revisit our needs often and we feel that our current staffing levels are appropriate at this time. Ms. Gagliano mentioned that she would like to do a walk through with Mr. Carni.

Landing fees are going up about 6.7%. Most of the terminal charges are holding relatively constant and we believe this is mostly due to the increase volume of passengers that are going through. Auxiliary space is up a little bit as well. The landing fees are going up because several of those increased costs that we talked about are recovered through landing fees. Mr. Fisher mentioned that Cost Per Enplanement is a key metric. Mr. Amond said that a lot of the factors that determine Cost Per Enplanement are not within our control. If you look at the fact that we have a lot of fixed costs that means the CPE is mostly driven by the number of passengers flowing through. You can see with the increased volume due to Allegiant and Frontier's additional destinations, where we are looking at per passenger numbers those are going down and the rates in the terminal are staying flat even though we have increased expenses. Mr. Fisher asked what the trend was for next year. Mr. Amond said for next year we are forecasting it will go up on the landing rates and hold steady on the terminal rates and that is because the increases are falling into cost centers that are recovered through the landing rates. Mr. Fisher asked about the discretionary account that we have had in the past. Mr. Amond mentioned that at this point there is about \$700,000 budgeted as a surplus that will flow through to the discretionary account.

C. First Draft of 2019-20 Capital Budget and Reserve Status

Mr. Amond discussed the capital budget is divided into 3 Sections. ACIP we are scheduled to take the entire amount of entitlements for the Terminal Improvement Project.

Of the local projects, we have limited these projects to those that we feel need to be done this year. We were awarded a State Grant \$330,000 for a Cold Storage Building. This building can house equipment not needing any heat. Our local share is \$160,000.

For debt service, we have used \$500,000 for the new financing we are looking at. This section also includes Air Service Development, and discretionary stabilization.

Mr. Amond went over the discretionary fund and PRRSM Fund. This is money we are setting aside to maintain the current operational level of the Airport because we are just starting these funds up, you can see that the PRRSM balance is negative for next year and the

discretionary is around 9 million because we did better on the surplus last year than we had budgeted. This is still not great for financial prudence. Mr. Amond would like another 1/3 of the year cash on hand. Mr. Fisher mentioned energy costs and he said there are a lot of grants to help with energy costs. Mr. Amond met with National Grid and a couple of Staff members and they discussed how their programs worked. We are going over the TIP projects and will get back with National Grid to see if we can reduce our energy costs. Mr. Lazar mentioned lighting in the garage that is on 24 hours a day. He has spoken with Mr. Brian Dorman about this issue and reducing the cost.

VI Adjournment:

Dr. Chin made asked for a motion to adjourn at 11:02 and Mr. Lazar made a motion and Ms. Gagliano seconded that motion.



Human Resources Committee Meeting Minutes

May 16, 2019

These minutes reflect the activities of the Syracuse Regional Airport Authority Human Resources Committee during the meeting held at Syracuse Hancock International Airport in the SRAA Board Room on Thursday, May 16, 2019.

The meeting was called to order at 11:00 a.m. by Mr. Michael Lazar.

I. Roll Call

In attendance: Mr. Michael Lazar, Mr. William Fisher, Hon. Michael Quill, Ms. Jo Anne Gagliano
Staff: Mr. Jason Terreri, Mr. Trent Amond, Ms. Debi Marshall, Ms. Cheryl Herzog
Arrived during Executive Session: Dr. Shiu-Kai Chin, Mr. Damian Ulatowski

II. Approval of Minutes from Previous Meetings

Ms. Gagliano made a motion to accept the minutes from the previous meeting of February 21, 2019, with a second from Mr. Fisher, the motion carried unopposed.

III. Executive Session

Mr. Lazar made a motion to enter Executive Session to discuss matters pertaining to the financial, credit and employment history of particular persons or corporations. The motion was seconded by Ms. Gagliano. The HR Committee entered Executive Session at 11:05 a.m. and emerged at 11:30 a.m. with no action taken.

Dr. Shiu-Kai Chin and Mr. Damian Ulatowski arrived during Executive Session.

III. Old Business

A. Director of Engineering

Ms. Marshall discussed with the HR Committee a title change for the Director of Engineering that would better fit the role of the position. She and Mr. Terreri proposed the new title to be Director of Planning and Development. The HR Committee agreed with the change. A motion was made to recommend this new title to the SRAA Board by Ms. Gagliano and seconded by Mr. Quill. The motion was carried unanimously.

Mr. Fisher left the meeting.

B. Payroll/HRIS Vendor Search Update

Ms. Marshall informed the HR Committee that Paylocity has been selected as the new payroll vendor. She is currently putting a time line together and informing staff of the upcoming changes. Ms. Marshall will be training on the new system within the next few weeks.

V. New Business

A. Employee Handbook Revisions

Ms. Marshall updated the HR Committee with the annual revisions to the Employee Handbook. Ms. Marshall reviewed the redlined changes which were included in the HR packet. There was brief discussion on the new election law, Ms. Marshall informed the committee that this has been reviewed by Mr. John McCann. Mr. Lazar inquired how the changes are given to the staff. Ms. Marshall stated a hard copy is distributed, there is access to a copy on the computer, and every employee signs for the updated handbook. Ms. Marshall explained that if there is a major policy change during the year she will send out the policy change and have each employee sign off on it. The changes were carried unanimously by the HR Committee.

Adjournment

A motion to adjourn being made by Hon. Quill and seconded by Dr. Chin, the meeting adjourned at 11:45 a.m.

MEMORANDUM OF AGREEMENT

Made this 29th day of May, 2019 by and between Syracuse Regional Airport Authority (hereinafter referred to as “the SRAA”) and Council 66 and its affiliate Local Union 400 of the American Federation of State, County and Municipal Employees AFL-CIO (hereinafter referred to as “the Union”).

WHEREAS, the SRAA informed the Union that it wishes to select for transfer all workers presently employed by the City of Syracuse in the maintenance and custodial operations at the Syracuse Hancock International Airport pursuant to the terms of Section 2799-fff of the Syracuse Regional Airport Authority Act, subject to the consent of the Mayor of the City of Syracuse; and

WHEREAS, the SRAA and the Union thereupon entered into negotiations for a Collective Bargaining Agreement to establish terms and conditions of employment for workers to be employed by the SRAA in certain job titles within maintenance and custodial operations, with the understanding that any such Collective Bargaining Agreement would become effective only upon such transfer of employees from the City of Syracuse to the SRAA; and

WHEREAS, the SRAA has informed the Union that the transfer of such employees would become effective July 1, 2019; and

WHEREAS, as the result of good faith bargaining between the SRAA and the Union, the parties have reached tentative agreement on a Collective Bargaining Agreement to establish terms and conditions of employment for such employees,

IT IS HEREBY AGREED:

1. The Collective Bargaining Agreement will be for a five (5) year term, July 1, 2019 through June 30, 2024.

2. Hourly wage rates for the first year of the Collective Bargaining Agreement are set

forth in Appendix A and will include the following increases to wage rates in subsequent years of the Agreement:

- Effective July 1, 2020: three percent (3.0%) increase
- Effective July 1, 2021: three percent (3.0%) increase
- Effective July 1, 2022: three percent (3.0%) increase
- Effective July 1, 2023: three percent (3.0%) increase

3. The OCEBA Plan M Medical, Dental, and Davis Vision plans will be made available to all bargaining unit employees. Employee health insurance contributions during each year of the Collective Bargaining Agreement are set forth in Appendix B.

4. The SRAA and the Union agree to the implementation of a Drug and Alcohol Testing Policy upon such terms and conditions and with such protections to employees as set forth in the City of Syracuse Drug and Alcohol Testing Policy, updated to reflect current legal requirements and as may be further modified by mutual agreement.

5. Additional terms and conditions of employment to be established in the Collective Bargaining Agreement are set forth in the attached Articles.

6. This Memorandum of Agreement is subject to ratification both by the Union membership to be employed by the SRAA and by voting Members of the SRAA. The undersigned representatives of the parties agree to endorse fully and recommend ratification of the terms of this Agreement.

7. Upon the July 1, 2019 effective date of the Collective Bargaining Agreement between the SRAA and the Union, it shall supersede and in all respects replace existing City of Syracuse wages, benefits and other terms and conditions of employment for all transferred employees in the bargaining unit, and the existing collective bargaining agreement between the Union and the City of Syracuse will have no further force or effect.

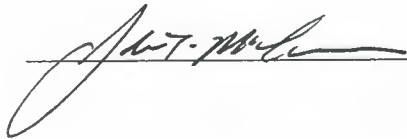
SYRACUSE REGIONAL AIRPORT
AUTHORITY

COUNCIL 66 AND ITS AFFILIATE
LOCAL UNION 400 OF THE
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL
EMPLOYEES AFL-CIO

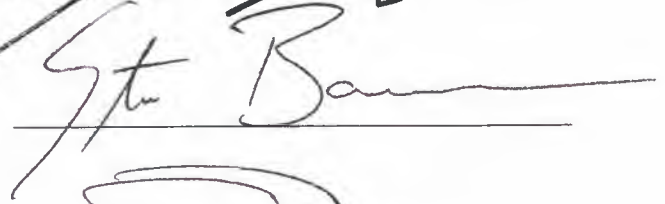
















for R. 5/29/19

[Signature] 5/29/19

Agreement
by and between
The Syracuse Regional Airport Authority (SRAA) and
Local Union 400A

Appendix A

The following schedule and automatic progression system shall become effective on the dates indicated.

	<u>0-2 yrs</u>	<u>3-4 yrs</u>	<u>5-6 yrs</u>	<u>7-9 yrs</u>	<u>10-14 yrs</u>	<u>15+ yrs</u>
Airport Custodial Worker I	17.52	18.15	18.40	18.65	19.15	19.65
Airport Custodial Worker II	17.67	18.24	18.49	18.74	19.24	19.74
Gardener	18.30	18.89	19.14	19.39	19.89	20.39
Airport Maintenance Worker	19.08	19.73	19.98	20.23	20.73	21.23
HEM I	19.58	20.20	20.45	20.70	21.20	21.70
Storekeeper	19.78	20.35	20.60	20.85	21.35	21.85
HEM II / Pavement Painter	20.11	20.70	20.95	21.20	21.70	22.20

Wage increase for:
7/1/2020 to 6/30/2021 - 3.0%
7/1/2021 to 6/30/2022 - 3.0%
7/1/2022 to 6/30/2023 - 3.0%
7/1/2023 to 6/30/2024 - 3.0%

The pay adjustments stated above shall be made on the first payroll period following the applicable anniversary date.

APPENDIX B

Agreement
by and between
The Syracuse Regional Airport Authority (SRAA) and
Local Union 400A

	<u>7/19-6/20</u>	<u>7/20-6/21</u>	<u>7/21-6/22</u>	<u>7/22-6/23</u>	<u>7/23-6/24</u>
Percentage Inc.	10.0%	10.0%	10.0%	10.0%	10.0%
Coverage					
Medical (M)					
Individual - M1	73.21	80.53	88.58	97.44	107.18
Family - M2	139.76	153.73	169.10	186.01	204.62
Dental					
Individual	4.12	4.53	4.99	5.48	6.03
Family	9.9	10.89	11.98	13.18	14.49
Vision					
Individual	0.59	0.65	0.71	0.79	0.86
Family	1.52	1.67	1.84	2.02	2.23
Total per Month					
Individual	77.92	85.71	94.28	103.70	114.08
Family	151.18	166.29	182.92	201.21	221.34

[Handwritten signature]

1/15/19

Christina Callahan

ARTICLE 1
PREAMBLE

1.1 PARTIES TO THE AGREEMENT

This is a collective bargaining agreement entered into between the Syracuse Regional Airport Authority (hereinafter called the "Authority") and Local Union 400A and the New York Council 66, American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter jointly called the "Union").

1.2 PURPOSE OF THE AGREEMENT

This Agreement has as its purpose the promotion of harmonious relations between the Authority and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

Ray A. Giff 1/15/19

William W. ...

**ARTICLE 2
RECOGNITION**

2.1 EXCLUSIVE REPRESENTATION

The Authority recognizes the union as the sole and exclusive representative for the purpose of collective bargaining with respect to establishing wages, hours and other conditions of employment for the term of this Agreement for Authority employees in the following divisions:

Airfield Maintenance

Terminal Maintenance & Landside Operations

HML 5/17/19 *AC 5/17/19*

including temporary employees ~~and seasonal employees~~, but excluding clerical, supervisory and all other Authority employees.

2.2 DURATION OF UNCHALLENGED REPRESENTATION STATUS

Pursuant to the provisions of the New York State Public Employees' Fair Employment Act, as amended, the Authority grants the Union unchallenged representation status in the above-described bargaining unit for the maximum period permitted by law.

J. A. G. 1/15/19
Cristina Calahorra
1/15/19

ARTICLE 3
UNION SECURITY

3.1 PLEDGE AGAINST DISCRIMINATION AND COERCION

3.1.1 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex/gender, genetic information, marital status, sexual orientation, race, religion, creed, color, national origin, citizenship, disability, domestic violence victim status, transgender status, political affiliation or military status, or any other status protected by Federal, State, or local law. The Union shall share equally with the Authority the responsibility for applying this provision of the Agreement.

3.1.2 The Authority shall not discriminate against, coerce or interfere with any Union officer, steward or member, because of that individual's lawful activity on behalf of the Union.

3.2 PAYROLL DEDUCTIONS AND UNION DUES

3.2.1 All employees covered by this Agreement may tender their membership dues to the Union by signing the authorization for payroll deduction of union dues form provided by the Union.

3.2.2 The Authority agrees that the Union has sole and exclusive dues check-off and the Authority agrees to deduct Union membership dues in accordance with the amount certified by the Union to the Authority and to maintain such dues deductions in accordance with the terms and conditions of the form of authorization for payroll deduction of union dues provided by the Union from the pay of all employees who have executed such authorization for payroll deduction of Union dues, which authorizations shall have been forwarded to the designated Authority official.

3.2.3 The Authority and the Union may agree to deductions for purposes other than Union dues. All provisions of this contract regarding union dues deductions shall apply to any other deductions agreed to unless the parties specify in writing to the contrary.

3.2.4 Payroll deductions of Union dues and agreed upon insurance programs under properly

executed authorizations shall become effective at the time the form is signed by the employee and forwarded to the designated Authority official and shall be deducted by the next full pay period and each pay period thereafter from the pay of the employee.

3.2.5 The aggregate total of all such deductions shall be remitted each month to the designated financial officer of the Union together with a list of the employees from whom dues have been deducted on or before the tenth (10th) of every such month. This list shall be prepared and forwarded to the designated financial officer of the Union by the designated Authority official.

3.2.6 Any changes in the amount of Union dues to be deducted must be certified by the Union in writing and be forwarded to the designated Authority official of the Syracuse Regional Airport Authority. Said changes shall become effective thirty (30) days after receipt of such notice by the designated Authority official.

3.2.7 The Union shall hold the Authority harmless against any and all suits, claims, demands and liabilities arising out of an act on of the Authority in connection with the payroll deduction of Union dues.

3.2.8 Revocation of authorization cards shall be subject to the conditions contained upon the cards ^{provided by the Union.} ~~attached as Appendix B to this Agreement.~~ No change shall be made in the conditions for revocation without written consent of the Authority.

KML 5/17/19 JK 5/17/19

3.3 NOTIFICATION OF NEW EMPLOYEES & EMPLOYEE STATUS CHANGES

The Authority shall notify the Union President within 30 days of when an employee is hired, promoted or transferred into a bargaining unit position and shall provide the employee's name, address, job title, work location and division. Within 30 days of such notice, the Authority shall allow the Union President to meet with the new employee for up to 30 minutes during his/her work time to discuss the benefits of Union membership at a mutually agreeable date and time arranged in advance with the Human Resources Manager.

3.4 UNION ACTIVITIES

3.4.1 The Authority agrees to permit representatives of the International Union, the Union Council and the Local Union to enter the premises of the Authority for individual discussion of working conditions with employees provided such representatives do not unduly interfere with the performance of duties assigned to the said employees' division head, or immediate supervisor.

3.4.2 The Authority shall provide meeting space to the Union upon written request from the President of the Local. Such request must be made thirty days in advance of the date requested; the space will be in an Authority facility; the use will be for legitimate local Union business only. Requests made less than thirty (30) days in advance will be honored provided space is available. The local Union shall reimburse the Authority for any additional expenses incurred by the Authority from the use of said space by the Union.

3.5 BULLETIN BOARDS

3.5.1 The Authority shall designate bulletin board space in the various divisions for use by the Union in posting the following kinds of notices:

- (1) Notices of union meetings;
- (2) Notices of union recreational or social affairs and;
- (3) Notices of union elections or appointments results of said elections.

3.5.2 Such bulletin board space will not be used for posting any derogatory, controversial or propaganda matter, and failure to abide by this restriction will constitute proper grounds for the Authority to withdraw the privilege of this Article.

3.6 INFORMATION TO EMPLOYEES

3.6.1 The Authority shall make available one (1) copy of this Contract in handbook form for each present employee in the bargaining unit and for each new employee in the bargaining unit at time of hire.

3.6.2 The Authority shall make available to newly hired employees packets of information

concerning employee benefits.

3.7 UNION ACTIVITIES ON AUTHORITY TIME AND PREMISES

3.7.1 The Authority agrees that employees designated as union representatives (stewards and officers), during working hours without loss of time or pay, may engage in the following activities for reasonable periods of time provided there is no undue interruption of work. The Union shall submit the names of said representatives in writing to the Authority.

- A. Post union notices and distribute union literature. Such notices and literature will not contain any controversial, political or derogatory comments or material.
- B. Transmit communications authorized by the local Union officers or the local Union to the Authority or its representative.
- C. Consult with the Authority, its representative, local Union officers or other Union representatives concerning the enforcement of any provisions of this Agreement.
- D. Sign up employees into the Union.

3.7.2 Nothing in this section shall be construed as a limitation upon lawful and legitimate other union activity during non-working hours.

3.8 UNION LEAVE

3.8.1 An employee elected to the office of Unit Chairperson of the Local Union shall be granted time off as needed to carry out the functions of his/her office relating to the administration of this agreement without loss of time or pay for the period of his/her term of office.

3.8.2 Three (3) employees selected by the Union to act in its behalf during the period of negotiations of a labor contract shall suffer no loss of time or pay for such time spent during their regular work hours.

3.9 UNION STEWARDS

3.9.1 Employees selected by the Union to act as Union representatives shall be known as “stewards” and “Unit Chairperson.” The names of employees selected as stewards and Unit Chairperson shall be certified, in writing, to the Authority by the Local Union. The stewards

shall be a part of the Union Grievance Committee.

3.9.2a The Union shall designate one (1) steward for the Airfield Maintenance Division and one (1) steward for the Terminal Maintenance & Landside Operations Division.

3.9.2b Where the Authority schedules employees to work a shift that the Union subsequently feels a need for representation by a steward for such shift, then the Union shall notify the Authority and request an additional steward. It is understood, however, that the Authority shall have sole discretion to approve such a request by the Union.

3.9.3 The appropriate Union Stewards may investigate and process grievances during working hours without loss of time or pay. It is the intent of the parties that this section shall not result in unreasonable amounts of time being taken and will be subject to the operating needs and requirements of the division.

3.10 JOINT LABOR RELATIONS COMMITTEE

3.10.1 The Authority and the Union shall each designate up to three (3) representatives to form a Joint Standing Committee.

3.10.2 Such Committee shall have a meeting at the request of either party at a time mutually convenient to the parties.

3.10.3 The purpose of the Joint Standing Committee will be to discuss and consider matters of mutual concern.

ARTICLE 4
HOURS OF WORK

Frank A. [Signature] 1/15/19
Christina Calabro
1/15/19

4.1 REGULAR HOURS

The regular hours of work each day with the exception of emergencies shall be consecutive, except for interruptions for lunch periods.

4.2 WORK WEEK

4.2.1 The normal work week shall consist of five (5) consecutive eight (8) hour days.

4.3 REPORTING TIME

4.3.1 Where an employee is late in reporting for work because of weather conditions or any other unforeseeable circumstances reasonably beyond his/her control, such tardiness shall be excused but there will be no obligation on the part of the Authority to pay for the time not worked. To the extent that an employee has personal time, vacation, or compensatory time available it will be applied, in that order, to cover the time missed due to the late reporting.

4.3.2 This Section shall not be construed, however, as relieving an employee from making all reasonable and prudent arrangements and efforts to ensure his/her reporting for work at the scheduled time.

4.4 TARDINESS/ABSENTEEISM

4.4.1 In the event an employee will be absent from or late in reporting for scheduled work, the employee must notify his/her immediate supervisor as to the reason for his/her absence or lateness and his/her expected reporting time or his/her expected date of return. This notification must be given in accordance with applicable work rules. Where the employee is physically unable to return on the date s/he reported as his/her expected date of return, s/he shall notify his/her supervisor prior to that date and state what his/her new expected return date is.

4.4.2 Notwithstanding the foregoing, if any employee is absent from work without authorization or communication, either written or oral, with his/her division head for five (5) consecutive work

days, such employee shall be deemed to have resigned from his/her position and shall be terminated from the employ of the Authority.

This sub-section shall not apply where, because of serious accident or hospitalization or other reason(s), it is physically impossible for the employee to provide the required notice.

4.5 WORK SHIFT

4.5.1 Eight (8) consecutive hours of work, excluding lunch periods (except where such lunch periods are included as part of the work shift) shall constitute a work shift. A regular work shift shall have a regular starting and quitting time.

4.6 WORK DAY

Eight (8) consecutive hours of work within the twenty-four (24) hour period commencing from the start of the employee's regular work shift shall constitute the regular work day.

4.7 WORK SCHEDULE

4.7.1 Work Schedules showing the Division work shifts, the employees assigned to such shifts, workdays, and hours shall be posted on all Division Bulletin Boards at all times.

4.7.2 Except for emergency conditions, work schedules shall not be changed without at least thirty (30) calendar days notice given by posting such change on the applicable Division Bulletin Board.

4.8 WORK RECORDS

A daily record of time worked shall be made available to each employee upon request.

4.9 REST PERIODS

4.9.1 All employees' work schedules shall provide for a fifteen (15) minute rest period each one-half (1/2) work shift. The rest period shall be scheduled as close to the middle of each one-half (1/2) shift as is practicable depending upon the work situation.

4.9.2 Employees required to work two (2) hours or longer beyond their regular quitting time into

the next shift, shall receive a fifteen (15) minute rest period before they start to work on the next shift. In addition, they shall be granted the regular rest period that occurs during the shift, if still working at the time that the rest period is given.

4.10 SHOW UP TIME

4.10.1 Any employee who is scheduled to report for work and who presents himself/herself for work as scheduled shall be assigned work, whenever possible.

4.10.2 If, upon reporting for work, it is determined by the Authority that no work is available, then the employee shall be excused from duty and paid his/her regular rate of pay for four (4) hours work.

4.11 LUNCH PERIODS

All employees covered by this Agreement shall have an unpaid lunch period of one-half (1/2) hour during their regular work shift, except where emergency situations make the use of such time prohibitive.

Justin M. Goff 1/25/19
Christina Colabari 1/25/19

ARTICLE 5
SENIORITY

5.1 DEFINITION

Seniority shall consist of length of continuous, full-time or regular part-time service as an employee of the Authority in a job, or jobs, covered by this contract, and shall accrue from the date the person was first hired or following a break in seniority as defined in Section 5.2 from the date the employee was rehired. When two or more employees are hired on the same date, surnames, alphabetically arranged, shall govern seniority.

5.2 TERMINATION OF SENIORITY

All seniority rights shall be terminated by:

- (1) a quit or retirement;
- (2) justifiable discharge or termination;
- (3) absence due to a layoff of fifteen (15) months;
- (4) absence due to a disability, not incurred during the course of employment, which continues for a period of leave provided as a reasonable accommodation to the disability or a cumulative period of fifteen (15) months, whichever is longer;
- (5) absence due to a disability incurred during the course of employment (Worker's Compensation status), regardless of any previous work-related injury(ies) which continues for a period of leave provided as a reasonable accommodation to the disability or a cumulative period of fifteen (15) months, whichever is longer. Any employee terminated under this subsection shall be advised of his/her recall rights under Section 71 of the NYS Civil Service Law;
- (6) failure to return to work after recall from layoff as described in Section 6.10.4;
- (7) failure to return to work at the expiration of a leave of absence;
- (8) five (5) consecutive work days unauthorized absence pursuant to Article 4.4.2.

5.3 SENIORITY LISTS

Within thirty (30) days of the execution of this contract, and each year thereafter, the Authority shall post a list in each division showing the bargaining unit seniority as defined in Section 1, of

each employee covered by this contract. Such list shall also contain the job title and the employee's last day of hire for seniority purposes. A copy of the list shall be supplied to the Unit Chairperson at the time of its posting. This list shall be final and binding upon the parties (absent agreement otherwise) unless a grievance with respect to a change in the list is properly processed within the time limit specified in Article 9. If more than one grievance is filed with respect to changes in the seniority list from the time of last posting then all such grievances shall be arbitrated in a single proceeding if the parties are unable to resolve such grievances by mutual agreement.

5.4 PROBATIONARY EMPLOYEES

5.4.1 All new employees hired shall be considered as probationary employees for the first twelve (12) months of their employment. The calendar days probationary period shall be accumulated within not more than eighteen (18) months. When an employee completes his/her probationary period, s/he shall be entered on the Seniority List. There shall be no seniority among probationary employees. Upon completion of the probationary period, an employee shall receive all benefits afforded to all regular employees. However, after the first six (6) months of the probationary period, the employee shall be eligible for Personal Leave pursuant to Article 15.2 and Vacation Leave pursuant to Article 16.1. After the first three (3) months of the probationary period, the employee shall be eligible for Holidays and Holiday Pay pursuant to Article 12.4 and 12.5. Prior to completion of the probationary period the only other fringe benefit for which probationary employees shall be eligible for is Sick Leave as outlined by Section 17.2 (Eligibility) of Article 17.

5.4.2 The Authority shall inform the probationary employee of his/her job performance at regular intervals.

5.4.3 The Union shall represent probationary employees for the purpose of collective negotiations with respect to wages, hours and other conditions of employment as set forth under Article 1 of this Agreement; however, the Union shall not represent probationary employees for the purposes of discharges and discipline, unless for Union activity.

5.5 REHIRE AFTER TERMINATION

If an employee is rehired to a regular full-time position, within the unit, within one year after a termination of his/her seniority, his/her old seniority will be restored unless the reason for break in service was discharge with cause.

Jay L. Giff 1/25/19
Christina Callahan
1/25/19

ARTICLE 6
WORK FORCE CHANGES

6.1 DEFINITION

6.1.1 The term “promotion” means the awarding of a position pursuant to the bid procedure of this section.

6.1.2 When an employee is promoted to a position pursuant to this Article, s/he shall receive the rate of pay for that position as specified in Appendix A effective the date of said promotion.

6.2 PROCEDURES

6.2.1 Whenever a job opening occurs, other than a temporary opening as defined in Section 6.3 of this Article, in any existing job classification, or as a result of the development or establishment of a new job classification, a notice of such opening shall be posted on bulletin boards at locations agreed upon by the parties stating the job classification, rate of pay and the nature of the job requirements in order to qualify. Such posting shall be for a period of not less than ten (10) work days.

6.2.2 During the posting, employees who wish to apply for the job opportunity may do so by making such application in writing and submitting it to their immediate supervisor. It is understood that such application may be made by an employee for a job which is higher rated, equally rated or lower rated than his/her present position.

6.2.3 The Authority shall fill posted job vacancies or openings from among those employees who have made application and who meet the standards of the job requirement, except that if there is more than one (1) employee who is qualified for the job, then such position shall be filled by selection from among those qualified, the employee with the greatest seniority. Should no applicants be qualified, the Authority may fill such posted job opening or vacancy in any manner it deems practicable.

6.2.4 A notice listing those employees who have applied for the job and the employee, if any

whom the job was awarded, shall be supplied to the Unit Chairperson within ten (10) working days after the job is permanently filled.

6.2.5a Any employee selected in accordance with the procedure set forth above shall undergo a trial period of a minimum of thirty (30) days, but not to exceed sixty (60) days. If it is found that such employee does not meet the requirements or responsibilities of the position to which s/he has been selected during the trial period, then such employee shall be restored to his/her former position and rate of pay, and the position will be filled from the original posting in accordance with Section 6.2.3.

6.2.5b It is understood, however, that an employee shall be limited to no more than two (2) successful bids, pursuant to this subsection, within a twelve (12) month period.

6.2.6 In the event that, after posting, under the provisions of this section, a job opening for which timely bids are received, the Authority later determines that the opening will not be filled, the following principles shall apply:

- (1) Within thirty (30) days after completion of posting, the Authority will notify the Union of its decision not to fill the opening, together with a general statement as to its reason for that determination;
- (2) The list of employees who submitted timely bids for such posted job openings will remain in effect for a period of six (6) months from the date the job opening was first posted. If within that six (6) month period the Authority decides that it will fill such job opening it will apply, in accordance with the terms of this Section, the original list of employees who bid the job instead of reposting the opening;
- (3) If the Authority decides to fill such originally-posted job opening sometime after six (6) months from the date it was first posted, it will rebid the job in accordance with the provisions of this Section.

6.2.7 Employees who are not working due to a work-related injury and are receiving workers' compensation may bid for job vacancies or openings through normal bid procedures of the collective bargaining agreement. For any bid request, any employee who is out on workers'

compensation will be notified by the Authority that s/he must provide a doctor's note certifying his/her fitness for duty to resume work within fifteen (15) working days of the date of the close of the bid in order to be considered for the job vacancy. Employees who are out on workers' compensation status must be available for canvassing and interviews in order to be considered for a job vacancy.

6.3 TEMPORARY JOB OPENINGS AND VACANCIES

6.3.1 Temporary job openings or vacancies are defined as jobs that periodically develop or vacancies that periodically develop in any classification because of sickness, vacation or leaves of absence.

6.3.2 Whenever such temporary openings or vacancies occur, the Authority may fill these positions by assignment, and such assignments shall be made on the basis of seniority and qualification.

6.3.3 Any employee assigned to a temporary job opening or filling a vacancy in a higher classification, shall be paid the wage rate established for that job, or if a lower classification, his/her own wage rate, whichever is higher.

6.4 COMPETITIVE CIVIL SERVICE JOBS

6.4.1 Whenever a permanent job opening occurs within the bargaining unit and the job is within the scope of the competitive Civil Service, then the normal procedures provided by the rules and regulations of the Civil Service Law shall prevail, including those provisions as to probationary period, except that when the Authority makes its selection from among the three highest scores on the promotional list, the Authority shall select the most senior bargaining unit employee of the three highest on the list provided that such most senior employee is qualified to perform the work required.

6.4.2 Should there be no such current list of eligible Civil Service applicants in existence, then a provisional selection shall be made in accordance with the Procedures set forth in 6.2 of this Article, pending further action under the Civil Service Law, which law and rules and regulations

thereunder shall in all cases prevail. Employees shall be granted a leave of absence without pay to serve in a provisional competitive position in the bargaining unit until 30 days after the test results are published.

6.4.3 An employee who is removed from a higher classification to which s/he was provisionally appointed by operation of Civil Service Law shall be restored to his/her former position and rate of pay.

6.5 PROMOTIONS TO JOBS OUTSIDE THE BARGAINING UNIT

Should, within the discretion of the Executive Director, an employee be promoted to another Authority position outside this bargaining unit, the bargaining unit seniority of said employee shall be tolled until such time as s/he returns to this bargaining unit on a permanent basis. Therefore, such employee shall not accumulate any additional seniority while out of this bargaining unit.

However, if within one (1) year an employee returns to this bargaining unit, s/he shall have his/her prior seniority reinstated without any break in service and if such employee desires to return to his/her old job, s/he may do so and other employees who have been moved because of his/her vacancy will likewise be returned to their former positions.

This right to return to the bargaining unit shall not apply if the person involved was discharged or subject to discharge from his/her position outside the bargaining unit because of just cause, provided such discharge was not overruled in a hearing procedure. Failure to pass a Civil Service test is not deemed to be a discharge for purposes of this Section.

6.6 WORK SHIFT ASSIGNMENTS

6.6.1 When work shifts are changed seasonally or as may be required by operational needs of the Airport, employees shall have the right to choose their shift assignment based on seniority. Any other time an employee wishes to change shift assignment, s/he shall submit a written request including the reason(s) for such request.

6.7 JOB ASSIGNMENTS

6.7.1 In the event employees are required to work on shifts other than their regular work shift,

selection of employees for such assignments within the job classification, and/or within divisions, shall be based upon seniority except in situations where, in the Authority's judgment, operational needs require selection on some other basis.

6.7.2 With respect to regular work shifts the Authority shall give employees preferential selection for assignments within the job classification and/or within divisions on the basis of seniority where the Authority deems practicable. It is understood by both parties that this subsection shall not be subject to the arbitration provisions of this Agreement.

6.8 CLASSIFICATION CHANGES

6.8.1 Prior to any request being submitted by the Authority to Civil Service for a change in any current Civil Service job specification for a title covered by this agreement, the Authority shall notify the Union that such a request will be made and what the particulars of such request are.

6.8.2 No new title shall be included under the terms of this agreement before the Authority has negotiated such inclusion and the wages, hours and working conditions of such new title with the Union. Should agreement not be reached the hours, terms and conditions of this agreement shall apply. The wage rate may be submitted to arbitration pursuant to Article 9. The rate in Appendix A designated by the arbitrator shall then be made retroactive to their original appointment date to that title for any employees in the title involved.

6.9 LAYOFF AND RECALL

6.9.1 The word "layoff" means a reduction in work force for any reason including but not limited to a reduction in the number of employees in a job classification or classifications as determined by the Authority, the elimination of jobs because of consolidation of duties, the installation of new equipment or machinery, or the curtailment or replacement of the existing facility or because of any other reason.

6.9.2 In the event of a layoff, the following procedure will be followed:

- (1) Temporary and seasonal employees in the classification involved will be the first laid off;
- (2) Probationary employees in the classification involved will be the next laid off;

(3) Seniority employees (that is, employees who are past their probationary period) in the classification involved will be laid off in reverse order of seniority.

6.9.3 A seniority employee who is displaced from his/her own classification shall have the following bumping rights, provided s/he is able to perform the work required without additional training:

- (1) s/he may transfer into a vacancy, if one then exists, in some lower classification;
- (2) s/he may bump into the job held by a temporary or seasonal employee in some lower classification;
- (3) s/he may bump into the job held by another seniority employee with less seniority in a lower classification.

6.9.4 When the work force is increased after a layoff, employees will be recalled according to the order of seniority as elsewhere in this Agreement, provided in all cases that the employee recalled must be able to perform the work required without additional training. Notice of recall shall be sent to the employee at his/her last known address by registered mail. If any employee fails to report for work by the tenth (10th) day from the date of mailing of the notice of recall, s/he shall be considered a "quit," unless this period of time is extended by the Authority. Recall rights for an employee who has not been recalled after layoff shall expire fifteen (15) months from the date of the layoff.

6.9.5 For the purpose of layoff and recall as set forth in this Article, the Union President, Vice President, Secretary-Treasurer, Recording Secretary, Unit Chairperson and division stewards shall be deemed to have top seniority. The Union will certify in writing the names of the above named officials to the Authority and give written notice of any changes. It is understood that the total number of employees to whom super-seniority status is afforded shall not exceed four (4).

6.9.6 The Authority shall forward a list of those employees being laid off to the Unit Chairperson on the same date that the notices are issued to employees.

6.9.7 In the event of a layoff of any seniority employees, the Union, upon request, will be

provided a list of temporary and seasonal employees.

6.9.8 Except in emergencies, the Authority will consult with the Union prior to implementing any notices of layoff and will give seniority employees ten (10) working days notice of any layoff.

6.10 DISABLED EMPLOYEES

It is recognized that certain employees on a permanent or long-term basis, will become unable because of disability, to perform all of the essential functions of their own job, with or without reasonable accommodation. In handling such cases, the following principles will apply:

6.10.1 Such employees will be retired where eligible for benefits under the New York State Retirement System.

6.10.2 Where not eligible for retirement benefits, the Authority shall make reasonable efforts to place such employees in some other existing bargaining unit job, whether full or less than full time, and upon such conditions and terms that the parties may mutually agree, which they are able to perform rather than terminate such an employee. An employee so placed shall receive the rate applicable to the job in which s/he is placed. It is understood that this subparagraph shall not be subject to the arbitration provision of this Agreement.

Handwritten signatures and dates: 4/30/19

ARTICLE 7
SPECIAL EMPLOYEE GROUPS

7.1 TEMPORARY

7.1.1 Temporary employees shall be defined as employees who are employed on the basis for a period not to exceed one (1) year, except a temporary appointment to replace an employee on disability pursuant to the terms of section 5.2(4) or 5.2(5). Such employees are covered by the terms of the Agreement upon completion of their probationary period.

7.1.2 Temporary employees will become eligible to accrue benefits on such terms and conditions as applicable to probationary employees.

7.1.3 The names of all temporary employees and the date of the hire will be furnished to the Union on a monthly basis upon their being hired.

7.1.4 In the event of a reduction of the work force for any reason, seniority employees of the regular work force will be slotted into temporary positions (if qualified) with the full agreement and understanding that temporary employees will be laid off before any regular seniority employee is laid off.

7.1.5 In the event of promotion, regular seniority employees will be afforded the opportunity of promotion before consideration is given to temporary employees with the understanding that, should employees of the regular work force not be accepted or not choose to be promoted, then temporary employees may advance into the job opportunity.

7.1.6 In the event regular seniority employees are laid off, they will return to work as regular employees prior to any other persons being returned or hired.

7.1.7 No temporary employee shall be hired to fill a position except when permanent employees in such entrance level positions from the same division are not available to fill such positions on a temporary reassignment.

7.1.8 Any employee who is hired on a temporary basis and who is subsequently transferred to permanent status shall be credited with seniority for the purpose of all benefits of this Agreement from his/her last date of hire as a temporary employee.

7.2 REGULAR PART-TIME EMPLOYEES

Regular part-time employees shall be defined as those who are employed on a regular basis and have a normal scheduled work week of twenty-five (25) hours or more. Such employees shall be entitled, on a pro-rated basis (conforming to their normal work day or work week) to only the following benefits set forth in this Agreement: hourly rate for their job classification, holiday pay, vacations, jury duty, family sickness and death, civic duty pay. It is understood that other part-time employees are not covered by the terms of this Agreement.

John A. G... 1/15/19
Christina Calabro
1/15/19

ARTICLE 8

DISCIPLINE AND UNSATISFACTORY WORK PERFORMANCE

8.1 DISCHARGE, DISCIPLINE OR OTHER PENALTY

8.1.1 The Authority shall not exercise its right to discharge or otherwise discipline an employee without just cause.

8.1.2 The Authority shall have the right to discharge or otherwise penalize an employee for unsatisfactory work performance when for just cause. An employee shall not be disciplined for acts which occurred more than thirty (30) work days prior to the imposition of discipline providing the Authority had knowledge of such acts and had completed its investigation. The Union shall be notified in the event the Authority's investigation exceeds thirty (30) work days of its discovery, of such acts.

8.1.3 Whenever reasonable the Authority shall subscribe to the principles of progressive discipline. If the Authority has any reason to reprimand an employee, it shall be done in a manner that will not unduly embarrass an employee before other employees or the public.

8.1.4 In the event that an employee receives a written reprimand and one (1) year elapses without any other disciplinary action being imposed on the employee, such reprimand shall not be considered for purposes of progressive discipline. In the event that an employee receives a suspension, the foregoing period shall be increased to eighteen (18) months.

8.1.5 Written reprimands ("write-ups") shall be deemed discipline.

8.2 PROCEDURES

8.2.1 At the time of the suspension or discharge of an employee covered by this Agreement, or as soon as practicable, the Authority will notify the disciplined employee, with copies to the division Union steward and Union President of the reasons for which the discipline was imposed, which shall indicate a description of the charges. Within five (5) work days of the receipt of such written notification, the employee shall, if s/he disagrees with the disciplinary action taken, have

a right to appeal the disciplinary action by filing a written grievance with the Authority, through the Union, which shall be processed by the Union as a grievance at Step 2 of the grievance procedure and be handled through the arbitration step, if deemed necessary. The grievance filed shall include a statement setting forth the reasons for contesting the charges and/or any mitigating circumstances. The above procedure shall apply in lieu of Section 75 and 76 of the Civil Service Law for any employee who would otherwise be covered by those sections.

8.2.2 Should an employee be sent home because of disciplinary suspension or discharge, the division steward involved (or his/her alternate), if reasonably available, shall be notified. If the steward was not reasonably available at the time the employee was sent home for disciplinary reasons, the steward (or his/her alternate) shall be advised at the end of his/her shift.

8.2.3 Failure to follow the procedure outlined in this section shall not prejudice or be used as a factor in any arbitration as to the issue of the just cause of the discipline imposed.

8.2.4 An employee found to be unjustly suspended or discharged shall be reinstated with full or partial back pay or without back pay, as deemed appropriate by the arbitrator.

8.2.5 Prior to an employee signing an admission of guilt s/he will be advised of his/her rights to have a steward present. Failure to so advise will mean that the written signed admission of guilt shall not be used as an exhibit in a subsequent arbitration proceeding involving discipline imposed upon that employee. It is understood that this shall not apply to instances where the employee is required to submit a report about incidents or events relating to work duties.

Christina Callahan
[Signature] 4/15/19
1/15/19

ARTICLE 9

GRIEVANCE AND ARBITRATION PROCEDURE

9.1 INTENT

9.1.1 It is the intent of this Article to provide an orderly and expeditious procedure for processing and settlement of all grievances of employees and disputes between the Union and the Employer. It is agreed, therefore, that should any grievance or dispute occur over any matter, including the meaning, application and interpretation of this Agreement, the grievance and arbitration procedure set forth in the appropriate sections of this Article shall be the manner by which such grievances or disputes may be settled.

9.1.2 It is understood that no provision of this Agreement shall be interpreted to require the Union to represent an employee at any stage of the grievance procedure if the Union does not consider the grievance to be with merit.

9.2 PROCEDURES

9.2.1 Any grievance or dispute which may arise between the parties, including the application, meaning or interpretation of this contract shall be settled in the following manner:

STEP 1. DIVISION LEVEL

- a. The grievance shall be first raised by a Union steward, with or without the grievant, to the grievant's Division Head. The Division Head shall then meet with the Union steward to examine the facts of the issue.
- b. The steward will be allowed twenty-four hours to review the issue with the grievant.
- c. A Step 1 meeting will be held between the steward, the employee and the Division Head to discuss appropriate resolution. The Division Head can uphold or deny the grievance at this stage of the procedure.
- d. It is understood, however, that in cases of fighting, theft, substance abuse, insubordination and other serious violations, discipline will be immediate and the procedure outlined herein shall become inapplicable. In these cases, the union is not precluded from pursuing the grievance through the other Steps of section 9.2.

STEP 2. OPERATIONS LEVEL

Any grievance unresolved in Step 1, or any grievance involving a contract interpretation question of general application (i.e., involving or affecting employees of a number of different supervisors), shall be reduced to writing, signed by a Union representative and a copy served on the Director of Operations or his/her designee within one (1) calendar week of the conclusion of Step 1. There will be a meeting between the Director of Operations and up to two (2) representatives of the Authority, and up to three (3) authorized representatives of the Union at a time mutually convenient to the parties, but within five (5) work days of the service of the written grievance. It is understood that grievances settled in Steps 1 and 2 shall be without precedent or prejudice as to future grievances.

STEP 3. EXECUTIVE DIRECTOR LEVEL

If the grievance remains unresolved after Step 2, the Union President or his/her designee may, within five (5) days following the Step 2 meeting, appeal in writing (copy of grievance attached) to the Authority Executive Director or his/her designee. Within five (5) working days of the receipt of such appeal there will be a meeting at a mutually convenient time between the Executive Director and his/her representatives and the Union President or his/her designee and up to three (3) additional Union representatives. The Authority shall serve a written answer to the grievance upon the Union within five (5) work days after this meeting and such time requirement may be extended by the mutual consent of the parties. If the parties mutually agree, there may be an additional meeting between the Executive Director and/or his/her designee and the representatives of the Union.

STEP 4. ARBITRATION LEVEL

If the grievance remains unresolved and if the grievance involves an alleged violation by the Authority of an express provision of this Contract, then the Union may submit the grievance in writing (copy to the Authority) to the American Arbitration Association or to the PERB Grievance Arbitration Service for the selection of an arbitrator to resolve the grievance in accordance with its rules and regulations. The decision of the arbitrator shall be final and binding upon both parties to this Contract.

9.2.2 The arbitrator shall have no power to add to, subtract from, or change any of the provisions of this contract, nor to render any decision which conflicts with the law, ruling or regulation binding upon the Authority, nor to imply an obligation on the Authority or the Union which is not specifically set forth in this contract. Awards may not be retroactive beyond thirty (30) calendar days prior to service of the written grievance on the Authority.

9.2.3 If a grievance was not raised by the Union within one (1) calendar week of the act, occurrence or event giving rise to the grievance or if the grievance was not submitted in writing to the American Arbitration Association or to the PERB Grievance Arbitration Service within thirty (30) days after receipt of the Authority Step 3 Response, the grievance will be deemed waived and there shall be no right to arbitration, unless the parties by mutual agreement in writing extended one of the above two time limits for a specified period of time. If the Authority fails to answer, or meet, within one of the Step time limits set forth in this Section, the Union may proceed directly to the next Step of the procedure. The parties may by mutual agreement in writing bypass Step 1, Step 2 or Step 3 of the grievance procedure.

9.2.4 Expenses for the arbitrator's services and the proceeding shall be borne equally by the Authority and the Union. However, each party shall be responsible for compensating its own witnesses and representatives. If either party desires a verbatim record of the proceedings, it may cause such record to be made, provided that it pays for the record and makes copies available, without charge, to the other party and to the arbitrator.

John R. 5/29/19

Joseph A. S. 5/29/19

**ARTICLE 10
WAGES**

10.1 WAGE SCHEDULES

All employees covered by this Agreement shall be compensated in accordance with the hourly wage rates set forth in Appendix A of this Agreement.

10.2 SHIFT DIFFERENTIAL

In addition to the established wage rates, the Authority shall pay an hourly premium of sixty cents (60¢) per hour for all hours worked between 3:00 p.m. to 7:00 a.m. This premium shall not apply if one (1) hour or less is worked on the employees regular shift during the designated times but shall apply to all overtime hours worked.

10.3 PAY PERIOD

The wages of all employees covered by this Agreement shall be paid on the same day each week, in the event this is a holiday, the preceding day shall be the pay day.

10.4 PAYCHECKS AND W-2 FORMS

10.4.1 Employee checks and W-2 forms shall be placed in sealed envelopes prior to distribution to employees.

10.4.2 It is agreed that paycheck distribution will include the specific delineation of night shift differential, out-of-title pay, overtime and back pay, other payroll items will be included in the miscellaneous column as now provided.

10.5 PAYROLL ERRORS AND W-2 FORMS

Errors in an employee's basic paycheck shall be corrected within twenty-four (24) business hours after being reported by the employee to his/her payroll clerk. Errors in overtime payments shall be corrected by the next regular payday, except where the error consists of six or more hours of premium pay in which case the error shall be corrected before the end of the next

business day following the payday when it occurred. Overage payments shall be deducted from the regular paycheck.

10.6 TOOL ALLOWANCE

10.6.1 Classifications of HEM I and HEM II shall receive an annual tool allowance of three hundred seventy five dollars (\$375.00). This allowance is intended for replacement of and insurance for the individual's tools. Should an individual feel s/he has a claim against the Authority for loss or theft of his/her tools, s/he is not precluded from filing a claim against the Authority but s/he shall not resort to the grievance/arbitration procedure of this Agreement to pursue such claim. Moreover, the Authority bears no responsibility for any such loss or theft.

10.6.2 To be eligible to receive the annual tool allowance, an employee must occupy, on July 1st of each year, a designated title specifically listed in subsection 10.6.1 above. The tool allowance payment shall be made in the regular paycheck immediately following August 15th and shall be payroll factored.

10.7 WORK AND PROTECTIVE CLOTHING

- a. The Authority shall provide laundered work clothing to the following job titles: HEM I and HEM II. Protective equipment such as safety glasses, hearing protections, safety vests, safety shoes, gloves, etc., as well as rainwear, will be provided as required by specific job duties.
- b. Each active member of this Collective Bargaining Unit, except those specified in 10.7a who receive laundered uniforms, will receive an annual stipend of \$250.00 in lieu of receiving work clothing. Each active member of this Collective Bargaining Unit specified in 10.7a who receives laundered uniforms will receive an annual stipend of \$125.00 in lieu of receiving any other work clothing. The annual stipend will be included in the regular payroll check immediately following August 15th and will be payroll factored.
- c. Employees in the job titles of Custodial Worker I and Custodial Worker II will be required to wear a solid color, plain navy blue shirt and khaki pants or blue jeans while working.

10.8 RATES OF NEW JOBS

When any position not listed in Appendix A is established or the specifications of any existing positions are materially changed, the Authority, after consultation with the Union, may designate a job classification or new specification (subject to Civil Service approval) and rate structure for the position. In the event the Union does not agree that the classification and pay rate are proper, the matter will be subject to the grievance procedure so long as a written grievance is served on the Authority within three (3) weeks after the designation of the job classification and pay rate. Failure to serve such a written grievance will make the Authority's determination final and binding.

John H. Smith 4/30/19
John H. Smith 4/30/19

ARTICLE 11
OVERTIME

11.1 DISTRIBUTION

11.1.1 All overtime shall be distributed as equally as possible among employees in the same job classification within a division with the exception of employees who work in a specialized operation where all overtime shall be distributed as equally as possible among such employees. Lists will be maintained of all those employees in each division by seniority from which employees will be selected on a rotational basis when overtime is necessitated. Work already in progress shall be offered to the employee performing such work at the time the determination was made that the overtime work was necessary.

11.1.2 Any employee who is unavailable for, excused from, or declines overtime work shall be charged with an offering for rotational and equalization purposes. Any employee who agrees to work overtime must comply with the provisions of Article 4.4. Furthermore, should an employee call in sick for a scheduled overtime opportunity on three (3) occasions within a quarterly overtime period such employee shall be withdrawn from that quarter's overtime list. Any inequity resulting from implementation of this provision shall not be considered for equalization purposes of Section 11.1.4(A).

11.1.3(a) Overtime work, other than emergency situations or foreseeable emergency situations as determined by the Division Head or the Executive Director, shall be voluntary. There shall be no discrimination against any employee who declines to work overtime. Overtime made necessary because of an emergency condition shall be required of the employee.

11.1.3(b) An employee who has completed his/her contractual probationary period (12 months) may, at his/her option, request that overtime hours be logged as compensatory time in lieu of overtime pay. Employees who elect compensatory time must do so at the conclusion of the work week in which the overtime is worked. An employee may only add to the bank a maximum of one hundred (100) hours of compensatory hours per calendar year (January to December) to be used subject to the reasonable approval of the supervisor. Employees cannot elect to split an

overtime opportunity worked between compensatory time and overtime pay unless the compensatory time is used to reach the maximum of one hundred (100) hours.

Compensatory time off must be requested in writing at least forty-eight (48) hours in advance of the time requested unless mutually agreed upon by the employee and the supervisor. All compensatory time off shall be taken in no less than four-hour increments unless the employee's bank is less than four hours. Only time available in the bank at the beginning of a pay period may be used in that pay period. If a conflict occurs as to the request for compensatory time off, preference shall be given to previously approved vacation, personal leave or compensatory time requests.

Compensatory time remaining in the bank at the end of a calendar year shall be paid (cashed out) at the employee's current hourly rate of pay on the first paycheck in January.

11.1.4 The Union stewards shall be given free access at mutually convenient times to review the overtime lists and the Authority shall cooperate with the steward in explaining any questions regarding such list and the offerings indicated. Each three (3) months a copy of such list shall be posted and a copy supplied to the union steward which shall indicate: the number of offerings not available and their value in hours; the number of offerings worked and their value in hours; and the total offerings and hours. Said offerings and hours shall include hold-over overtime.

- A. Any discrepancies of more than 20% from the average in any quarter shall be equalized during the next quarter. If such equalization is not accomplished within the next quarter, the Union and the Authority will resolve the discrepancies via the grievance/arbitration procedure of this Agreement.
- B. Any employee who does not wish any overtime for a quarter may sign-off from offerings for that quarter. It is understood that such an individual will not be exempt from emergency overtime.

11.1.5 A. It is understood by the Authority and the Union that sequential offerings of overtime will often result in discrepancies in the total number of overtime hours worked. In such instances the number of offerings will be controlling.

- B. It is understood that situations will arise which dictate a departure from the normal sequential offering.

C. Whenever inordinate discrepancies in hours arise or when sequential offerings have been departed from, the issue will be referred to Article 9 (Grievance and Arbitration).

11.2 PREMIUM RATES OF PAY

11.2.1 All employees covered by this Agreement shall be paid a premium rate of time and one-half of their regular rates of pay for all work performed:

- (1) in excess of eight (8) hours in any work day;
- (2) before or after the employee's regular work shift;
- (3) in excess of forty (40) hours in any one work week;
- (4) on a sixth (6th) consecutive day of actual work of the employee involved;
- (5) on a paid holiday as designated in Section 12.1 of this Agreement;
- (6) on his/her regular scheduled vacation period as set forth in Section 11.6 of this Agreement.

11.2.2 All employees covered by this Agreement shall be paid a premium rate of double their regular rate of pay for all work performed on a seventh (7th) consecutive day of actual work in any one work week of the employee involved. For purposes of this section the seventh (7th) consecutive day shall start at the beginning of the third (3rd) shift.

11.2.3 All employees covered by this Agreement shall be paid a premium rate of 2-1/2 times their regular rates of pay for all work performed during overtime hours on the employee's regularly scheduled vacation as set forth in Section 11.6 of this Agreement.

11.2.4 For purposes of computing overtime, all holiday hours unworked for which an employee is compensated shall be regarded as hours worked.

11.2.5 If an employee covered by this Agreement works on any of the holidays as designated in Article 12.1, such employee shall be paid at a premium rate of one and one-half (1 1/2) times his/her regular rate of pay for all work performed for eight or less hours. This premium shall be in addition to his/her holiday allowance if otherwise eligible. However, should an employee work beyond eight hours on any designated holiday, such employee shall receive a premium rate of one and three-quarters (1-3/4) times his/her regular rate of pay for each and every hour

worked beyond eight on such holiday, It is understood that there shall be no additional holiday allowance paid for work beyond the eight hours on any of the designated holidays of Article 12.1.

11.2.6 For the purpose of computing premium pay under this Section, time lost from regularly scheduled work for which an employee is compensated through any paid leave provision of this Agreement shall be considered as time actually worked. An employee who is off without pay during the regular work week may, at the discretion of the Authority, receive premium pay for work beyond his/her normal work schedule, if the sole reason s/he is off without pay is that s/he has previously suffered a long term illness at which time all accrued leave was utilized.

11.3 CALL TIME

11.3.1 Any employee called for emergency duty, in addition to his/her regular working hours, shall receive not less than four (4) hours pay. The employee shall receive premium pay for the time actually worked and if four (4) hours is not worked, straight time shall be paid for the remaining time to the minimum of four (4) hours.

11.3.2 When circumstances permit, any employee required to work at least four (4) hours of overtime either before or following his/her regular full day shall be granted one-half (1/2) hour off with pay for the purpose of eating. A similar one-half (1/2) hour with pay shall be granted for each such subsequent four (4) hour period of overtime to be followed by additional overtime.

11.4 WORK DURING VACATION

Except in cases of emergency, no employee shall be required to work during his/her regular scheduled vacation period. Any employee who is required to work on his/her vacation period because of an emergency, shall be paid for all regular hours worked at the rate of time and one-half his/her regular rate of pay, and two and one-half (2.5) times his/her regular rate of pay for all overtime hours worked; all in addition to his/her vacation pay.

ARTICLE 12
HOLIDAYS

John A. G... 4/4/19
John A. G... 4/4/19

12.1 DESIGNATED HOLIDAYS

- a. The following days shall be recognized as paid holidays under this contract: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day.
- b. There shall be a "floating" holiday which must be taken on or between February 12 and December 31 during the calendar year in which it occurs; employees desiring such holiday will submit written request at least three (3) days in advance and approval of such day by the division head will be contingent on operational needs.

12.2 WEEKEND HOLIDAYS

12.2.1 Holidays falling on Saturday shall be observed on Saturday. Holidays falling on Sunday shall be observed on Monday.

12.2.2 For those shifts that start on Sunday night, the Sunday night into Monday shift, shall be considered the Monday Holiday.

12.3 SPECIAL OBSERVANCES

Subject to operational requirements, employees will be released from work upon completion of four (4) hours after the start of their regular work shift on Good Friday and either the day before Christmas or the day before New Year's Day.

If operational requirements prevent release on those days, employees may take, subject to approval of their supervisor, four (4) hours at a later time subject to the following conditions for Good Friday, within the same calendar year; for the day before Christmas or the day before New Year's Day, within the following calendar year.

12.4 HOLIDAY PAY

Eligible employees shall receive holiday pay of eight (8) hours pay at their straight-time hourly

rate for each of the above-named holidays whether such holiday is observed on the employee's regularly scheduled work day or not.

12.5 ELIGIBILITY

To be eligible for this holiday pay, an employee must have worked his/her last full scheduled work day prior to and after the holiday. An employee will be deemed to qualify under this provision if:

- (1) s/he was on any authorized paid leave;
- (2) his/her unpaid absence was excused by the Authority;
- (3) s/he was off the active payroll due to a layoff or a leave without pay which commenced seven (7) calendar days or less prior to the holiday observance.

Jay M. SOB 2/15/19
Clustera Callahan
2/15/19

ARTICLE 13

LEAVES OF ABSENCE – GENERAL

13.1 ELIGIBILITY REQUIREMENT

13.1.1 Employees covered by this Agreement shall be eligible for leaves of absence, not otherwise provided pursuant to this agreement, for reasonable purposes after completion of their probationary period.

13.1.2 Leaves of absence shall not be given for the purpose of engaging in employment other than with the Syracuse Regional Airport Authority.

13.1.3 Except where otherwise indicated, all unpaid leaves of absence granted shall be at the sole discretion of the Executive Director.

13.2 PROCEDURE

All leaves under this Agreement, whether paid or unpaid, shall be handled in accordance with the following procedures:

13.2.1 Any request for a leave of absence shall be submitted in writing by the employee to his/her division head. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires.

13.2.2 Any authorization for a leave of absence shall be furnished to the employee by his/her division head, and it shall be in writing.

13.2.3 A request for a short leave of absence not exceeding one (1) month shall be answered within ten (10) days. No leave of absence, except for military service, shall exceed one (1) year in length.

13.3 GENERAL SENIORITY PROVISION

Seniority shall continue to accrue during a leave of absence up to a maximum of fifteen (15)

months. If the employee has not returned to active employment within fifteen (15) months of the commencement of the leave of absence, his/her seniority shall be terminated. An employee returning from a leave of absence of fifteen (15) months or less duration shall be returned to the position s/he held at the time the leave was taken.

ARTICLE 14
UNPAID LEAVES

Ray A. G... 2/15/19
Christina Adelaar
2/15/19

14.1 UNION BUSINESS

Members of the Union selected by the Union to participate in Union activity shall be granted a leave of absence at the request of the Union. A leave of absence for such Union activity shall not exceed one (1) month but it may be renewed or extended for a similar period of time upon the request of the Union, at the discretion of the Executive Director.

14.2 EMPLOYMENT OPPORTUNITIES

Employees shall be granted a leave of absence without pay to enable such employee to serve temporarily or provisionally for trial periods or for periods necessary to qualify for permanent appointment to a competitive class or another position of a higher class that requires such conditions to be met, or where an employee is offered a job on a permanent transfer, as long as said employment is with the Syracuse Regional Airport Authority.

14.3 EDUCATION LEAVES

14.3.1 For the purpose of becoming enrolled on a full-time basis for work towards a degree at a duly accredited university or college, an employee having more than three years of seniority, upon written request at least sixty (60) work days in advance of the requested leave, may be granted a leave of absence not to exceed one (1) year. Upon the mutual agreement of the Authority and employee, such leave may be extended for an additional period of one (1) year.

14.3.2 An employee having more than one (1) year of seniority may take a leave of absence for any other educational purposes of up to an aggregate of twelve (12) months in any forty-eight (48) month period upon request of the employee, at the discretion of the division head.

14.4 PUBLIC OFFICE

An employee may be granted a leave without pay if s/he is appointed to non-elective public post or office which requires him to be away from his/her job with the Syracuse Regional Airport Authority on a full time basis. When requesting such a leave the employee must indicate the date

of such appointment, the name and address of the governmental agency where the public post or office to which s/he was appointed is located, and the specific date that such appointment is to commence and is scheduled to end.

14.5 PAY STATUS

All leaves under this Article shall be without pay.

**ARTICLE 15
PAID LEAVES**

John R. [Signature] 4/4/19

John R. [Signature] 4/4/19

15.1 FAMILY SICKNESS AND DEATH

15.1.1 Family Sickness. It is understood that a sickness benefit is available for the employee's spouse, parents, children, sister, brother, grandparents, grandchildren, fathers-in-law, and mothers-in-law. A total of six (6) days per year shall be granted with no loss of pay. Medical documentation shall be provided. Moreover, an additional two (2) days per calendar year shall be granted in the case of an employee's (male and female) childbirth. Upon request, the employee shall produce a birth certificate showing his/her relationship to the child.

Unused family sickness days shall be converted to sick leave at the end of each calendar year at a 2 to 1 ratio. Only whole days shall be converted and shall be in accordance with the following schedule:

- 6 to 3
- 5 to 2.5
- 4 to 2
- 3 to 1.5
- 2 to 1
- 1 to 0.5

15.1.2 Death. Each employee in this bargaining unit shall be granted four (4) consecutive work days off for each death in the employee's family defined as spouse, children, parents, sister, brother, grandparents, grandchildren, father/mother-in-law, son/daughter-in-law. In the event of death of an employee's brother/sister-in-law, aunt/uncle or niece/nephew, the employee will be given, the day of the funeral off with pay provided such is a regularly scheduled work day and the employee actually attends the funeral.

15.2 PERSONAL LEAVE

15.2.1 Employees covered by this Agreement shall be permitted three (3) personal leave days each calendar year, non-cumulative. The employee shall give as much advance notice as possible to the Authority of his intention to take such a day off. Such notice should be given in writing by

requesting employee by completing a small request form to be provided by the division. Such leave will not be denied merely because employee did not complete required form unless failure to do so was a result of malice or mere refusal to complete such form. It is understood that such notices shall be given no less than within one (1) hour of the start of the employee's scheduled shift preceding the day it is to be taken off. Such leave shall be granted without loss of pay and shall not be deducted from vacation accruals or another leave benefit.

15.2.2 In the case of emergencies of a substantial and compelling reason which cannot be reasonably foreseen, the above time limits may be waived.

15.2.3 Personal leave days for new hires with less than one year of service and who have completed six (6) months of probation will be pro-rated according to the following:

New hires who have completed six (6) months of probation between:

January - April 3 days leave

May – August 2 days leave

September - December 1 day leave

Should any employee transfer from another Authority bargaining unit such employee shall be allowed no more than a maximum of three (3) Personal Leave days per calendar year regardless of bargaining unit

15.2.4 Personal leave is not compensable upon an employee's separation from employment for any reason.

15.3 JURY DUTY

All employees covered by this Agreement shall be granted a leave of absence regardless of work shift if required to report for jury duty or service. For such leave employees will receive the difference between their regular pay and the pay (if any) received for jury duty or service. The employee may retain any mileage compensation s/he receives.

15.4 CIVIC DUTY

Employees subpoenaed to appear before a Court or other public body in any matter not related to their work in which they are not personally involved as a plaintiff or defendant, or where the matter does not involve friends or relatives, shall be granted a leave of absence without loss of time or loss of pay. For any court appearance required of an employee which relates to his/her job which interferes with his/her normal working hours, said employee will lose no time or pay.

15.5 MILITARY SERVICE LEAVE

In the case of an employee who is a member of a reserve force of the United States or of this State and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or this State the Authority will follow all Federal and state laws related to military service.

15.6 CIVIL SERVICE EXAMINATION

15.6.1 Any employee who is a provisional appointee in a competitive Civil Service position shall be granted time off without loss of time or pay to take the Civil Service examination for his/her position.

15.6.2 In the event that a jurisdictional classification is changed for any job title covered by this agreement from Labor or Non-Competitive status to Competitive status, the Authority shall request that the Onondaga County Civil Service Authority grant the present incumbents permanent status without having to take a competitive Civil Service examination. The Union shall be provided with a copy of this request. It is understood, however, that the final determination as to whether such a test will be required, in all cases, rests solely with the Onondaga County Civil Service Authority.

15.7 ATTENDANCE AT COMPENSATION HEARING

An employee shall receive a day off with pay for any Workers Compensation hearing in which s/he is involved. S/he must produce the notice of such hearing to his/her supervisor no less than twenty-four (24) hours in advance of the hearing. This section shall only apply if the employee was regularly scheduled the day of the hearing and would have worked such day but for his/her attendance at the Workers Compensation hearing. Employees are entitled to paid leave up to 3

hours for actual attendance at each Workers Compensation follow-up medical appointment. Documentation of such attendance shall be required.

15.8 UNION LEAVE

Two members of the Union elected to attend a function of the International Union, or other subordinate body, such as conventions or educational conferences, shall be allowed time off with no loss of pay, not to exceed an aggregate of fifteen (15) days in any one year, provided that at least one (1) week's notification in advance and in writing is made prior to such time to be taken off.

[Handwritten signatures and dates]
4/30/19
4/30/19

**ARTICLE 16
VACATIONS**

16.1 VACATION SCHEDULE

16.1.1 The vacation to which an eligible employee is entitled shall be determined by his/her seniority as of July 1st of the vacation period in question, in accordance with the following schedule:

<u>Seniority as of July 1</u>	<u>Vacation</u>
Less than 6 months	0.5 weeks
6 months to 1 year	1 week
1 year or more	2 weeks
4 years or more	2.5 weeks
5 years or more	3 weeks
10 years or more	3.5 weeks
15 years or more	4 weeks
19 years or more	4 weeks + 2 days
20 years or more	4 weeks + 3 days
24 years or more	4 weeks and 4 days
25 years or more	5 weeks

16.1.2 One (1) weeks' vacation shall consist of five (5) working days off. One (1) weeks' vacation pay shall equal forty (40) hours off. One (1) weeks' vacation pay shall equal forty (40) hours pay at the employee's regular straight-time rate of pay.

16.2 CHOICE OF VACATION PERIOD

16.2.1.A The vacation period shall begin on July 1 of a given year and end on June 30 of the following year. At the discretion of the Authority, an employee may be permitted to take some or all of the vacation prior to July 1 that s/he would be entitled to as of July 1. To be eligible for a vacation, an employee must have had earnings in at least half (1/2) the payroll periods in the twelve (12) months prior to the July 1 in question. In the case of an employee with less than twelve (12) months of continuous service, this requirement will be met if the employee has had earnings in at least half (1/2) of the payroll periods since the commencement of his/her

employment.

16.2.1.B Notwithstanding the above, in the event that an employee is out on Worker's Compensation, whether with or without a supplemental sum, for more than half the payroll periods in the twelve (12) months prior to July 1st in question, vacation accrual shall be pro-rated based on the actual time worked.

16.2.2 Insofar as practicable, vacations will be granted at the time most desired by the employee. Where it is necessary to limit the number of employees on vacation at a given time, preference will be given on the basis of seniority.

16.2.3 If an employee has not had or scheduled his/her vacation prior to April 1, it shall be scheduled for him by the Authority for some time prior to the end of the vacation period unless other mutually satisfactory arrangements are made between the Division Head and the employee involved.

16.2.4 The Authority will post a vacation entitlement schedule once each year prior to July 1.

16.2.5 An employee may accumulate up to twenty (20) days of vacation to be taken at some future time provided said accumulation is approved by the division head which shall not be unreasonably denied.

16.3 VACATION CREDITS UPON LAY-OFF, SEPARATION OR DEATH

An employee, except a probationary employee, who is laid off, discharged, retired or separated from service of the Authority for any reason after July 1st, but prior to taking his/her vacation, shall be compensated in cash for the unused vacation s/he has become entitled to on July 1st. In the case of a death of such an employee, such payment shall be made to his/her estate.

John A. Smith 4/30/19
John L. 4/30/19

ARTICLE 17
SICK LEAVE

17.1 SICK LEAVE ACCRUAL

All employees shall accrue one (1) day of sick leave for each month of service from their date of hire and they shall continue to accumulate sick leave on that basis for as long as they are in the service of the Authority. Sick leave shall be accrued by an employee for any month in which the employee is compensated for eight (8) or more hours of work.

17.2 ELIGIBILITY

Employees shall be eligible to utilize their paid sick leave with a doctor's certificate after six (6) months of the probationary period rather than completion of the entire probationary period. The length of the probationary period shall be determined by the Authority, but in no case shall it exceed twelve (12) months duration. Nevertheless, all probationary employees shall be subject to the provisions of 17.4.1.

17.3 ALLOWANCE

Any employee contracting or incurring any non-service connected sickness or disability which renders such employee unable to perform the duties of his/her employment or for any visit that an employee must make to a physician, chiropractor or dentist, which cannot be scheduled during non-working hours or for medical visits required as a result of a job incurred injury, such employee shall receive sick leave with pay. All sick leave taken under this paragraph is subject to the limitations of Section 17.2. Where the sick leave was taken because of the above described visits for medical treatment, the employee must submit to the Authority a written statement from the physician, chiropractor or dentist involved certifying the visit was required, and in fact made, and such visits will be charged in one-half (1/2) day units against accumulated sick leave.

17.4 CONDITIONS

17.4.1 An employee may be required by the Authority to produce a doctor's certificate for all absences due to illness or disability after the employee has been absent for three consecutive

days without a confirming doctor's certificate. The doctor's certificate shall attest to the employee's inability to work because of sickness or disability to qualify for sick leave with pay and/or to qualify as a lawful excused absence.

17.4.2 An employee shall be required by the Authority to submit to a medical examination at the Authority's expense when such employee has used ninety (90) calendar days of sick leave within a twelve (12) month period and the findings of the Authority's physician shall be final and not grievable.

17.5 ABSENCE DUE TO COMPENSABLE INJURY

Employees who are unable to perform the duties of their employment because of injuries received in the service of the Authority and who receive Worker's Compensation benefits may elect to receive a supplemental sum equal to the difference between their wages and their compensation benefits; but such supplemental sum shall be deducted from sick leave credits, accrued vacation, earned floating holiday and/or personal leave not to exceed the total amount of accumulation.

John L. 5/29/19

Greg M. S. 5/29/19

ARTICLE 18

MEDICAL, DENTAL AND VISION PLANS

18.1 AMOUNT OF PAYMENT

18.1.1 All employees covered by this Agreement shall contribute to healthcare coverage in accordance with the rates set forth in Appendix B of this Agreement.

18.1.2 It is understood that the Authority's obligation is limited to making required payments for those eligible employees who have actually enrolled in an Authority health plan. Employee contributions for medical, dental, and vision coverage shall be deducted on a pre-tax basis and shall be deducted weekly.

18.2 NOTIFICATION

The Authority agrees that it will send during the annual enrollment period of each year a letter or payroll notice to each eligible employee. This letter or payroll notice will advise the employee of the existence of the Plan, and the current cost to the employee under the Plan. The Authority will furnish the Union with a list of employees to whom the letters or notices were sent.

18.3 COVERAGE UNDER THE PLAN

Coverage under the Plan will commence on the earliest date allowable by the carrier under the terms of the Medical, Dental, and Vision Plans following completion of the employee's ninetieth (90th) calendar day of employment. Coverage will terminate upon one of the following occurrences:

- (1) Quit, termination or discharge;
- (2) Absence of the employee from the active payroll for thirty (30) consecutive days or more for any reason other than absence because of sickness or disability. In the case of sickness or disability, coverage will be continued for up to a maximum of two (2) years.

18.4 CHANGE OF CARRIER OF HOSPITALIZATION, MEDICAL AND DENTAL PLAN

18.4.1 The OCEBA Plan M Medical, Dental, and Davis Vision plans will be made available to

~~all bargaining unit employees. The Authority retains the right to change the carrier and/or the Medical Plan, Dental Plan, and/or Vision plan during this contract term provided that:~~

- (1) the Union is first consulted, and;
- (2) the replacement Medical Plan, Dental Plan, and/or Vision plan offers benefits which are, on an overall basis, equal to those of the present plan.

18.4.2 In the event of disagreement between the Authority and the Union, the latter will go directly to Step 4 of the Grievance and Arbitration Procedure and no change in carrier or plan shall be made until the arbitrator resolves the question of whether or not the benefits of the proposed new plan, on an overall basis, are equal to the present plan.

18.4.3 This Section shall not apply to changes of carrier and/or plan benefits which are outside the control of the Authority.

18.5 RETIREE MEDICAL INSURANCE

18.5.1 Bargaining unit members who retire from employment with the Authority during the term of this collective bargaining agreement and who satisfy the eligibility criteria contained in Section 18.5.2 shall be eligible to participate in the Authority's medical insurance plan for retirees.

18.5.2 Eligibility Criteria: The following are the eligibility criteria for participation in the Authority's medical insurance plan for retirees:

1. he/she must have ten (10) years of employment (full or part-time) with the Authority;
2. he/she must be eligible to retire with a pension from the NYS Employees Retirement System;
3. he/she must immediately apply for and thereafter collect the pension upon leaving Authority payroll; and
4. he/she must be currently enrolled in the Authority's medical plan.

18.5.3 Retiree Contributions: A retiree shall contribute to the cost of health insurance coverage in an amount equal to that paid by an active employee of the bargaining unit. The parties

recognize that a retiree's contribution toward the cost of health insurance may change and is not fixed. Whenever an active employee's contribution toward the cost of health insurance changes (provided such changes are negotiated, effected in accordance with the collective bargaining agreement then in effect, or mandated by state or federal law), including any such changes in future years beyond the expiration of this collective bargaining agreement, the retiree's contribution shall also change to an equivalent amount.

18.5.4 Plan Design Changes/Adjustments in Co-Payments, Deductibles and Out-of-Pocket Costs: The Authority retains the right to implement retiree health insurance plan design changes and to adjust co-payments and deductibles and out-of-pocket costs on terms that are commensurate with plan design changes and co-payments, deductibles, and out-of-pocket costs for active employees (provided that such changes are effected in accordance with the collective bargaining agreement, negotiations, or mandated by state or federal law). The Union acknowledges that actives and retirees may have different plans and, therefore, these provisions shall be broadly construed to give the Authority the right to make changes that are similar to those made for actives under the active health insurance plan in effect for active employees; such changes do not have to mirror the active plan or plans in areas where the plans differ as long as the plan design changes for both actives and retirees are commensurate on the whole. Retiree health benefits under this provision will also be coordinated with Medicare eligibility and any other governmental health insurance program that may subsequently replace, supplement, or coordinate with Medicare, with Medicare and any other such health insurance being primary at all times. Upon becoming Medicare eligible, retirees must elect and obtain Medicare and any other governmental health insurance program that may subsequently replace, supplement, or coordinate with Medicare to continue participation in the Authority's health insurance plan.

APPENDIX B

Agreement
by and between
The Syracuse Regional Airport Authority (SRAA) and
Local Union 400A

	<u>7/19-6/20</u>	<u>7/20-6/21</u>	<u>7/21-6/22</u>	<u>7/22-6/23</u>	<u>7/23-6/24</u>
Percentage Inc.	10.0%	10.0%	10.0%	10.0%	10.0%
Coverage					
Medical (M)					
Individual - M1	73.21	80.53	88.58	97.44	107.18
Family - M2	139.76	153.73	169.10	186.01	204.62
Dental					
Individual	4.12	4.53	4.99	5.48	6.03
Family	9.9	10.89	11.98	13.18	14.49
Vision					
Individual	0.59	0.65	0.71	0.79	0.86
Family	1.52	1.67	1.84	2.02	2.23
Total per Month					
Individual	77.92	85.71	94.28	103.70	114.08
Family	151.18	166.29	182.92	201.21	221.34

**ARTICLE 19
RETIREMENT**

[Handwritten Signature] 2/15/19
Christina Calabrese
2/15/19

19.1 RETIREMENT PLAN

19.1.1 The Authority agrees to pay the employer share of the coverage under the NYS Retirement and Social Security Law (RSSL) for those employees who become members of the NYS Employee's Retirement System.

19.1.2 It is understood, however, that it is the ultimate responsibility of the employee himself to become enrolled in the plan, and the Authority's responsibility is limited to paying the proper costs as billed by the State. Any questions concerning membership in the New York State Retirement System or benefits thereunder shall be directed to NYS Employee's Retirement System, Governor A.E. Smith State Office Building, Albany, New York 12244.

19.2 RETIREMENT OPTION

The Authority will maintain Section 41-j of the RSSL (Sick Leave Incentive).

19.3 SOCIAL SECURITY

Should the Authority at any time during the term of this Agreement determine to withdraw from participation in the Federal Insurance Contribution Act, it shall notify the Union of such intent and meet and confer regarding same.

John A. Giff 2/15/19
Christina Callahan
2/15/19

ARTICLE 20

MANAGEMENT LABOR RELATIONS

20.1 CONTRACTING - SUB-CONTRACTING OF PUBLIC WORKS

During the term of this Agreement, the Authority shall not contract out or sub-contract any public work performed by employees covered by this Agreement that would mean their layoff.

20.2 STRIKES

No strikes of any kind shall be caused or sanctioned by the Union during the term of this Agreement. When a private contractor, under contract with the Authority, is in a labor-management crisis and a strike is called against the private contractor, the Authority will not require that employees covered by this Agreement do any of the work of the private contractor, except in exigent circumstances.

20.3 LOCKOUTS

No lockout of employees shall be instituted by the Employer during the term of this Agreement.

20.4 MANAGEMENT PREROGATIVE

The Authority shall have exclusive right and authority to manage operations, including but not limited to the following rights: to determine qualifications for hire or for promotion; to transfer and/or discipline subject to law and the terms of this contract; to determine the size of the work force, the work to be performed, its place of performance and who is to perform it; to make and enforce reasonable work rules and regulations; to determine the hours of work and work schedules subject to the terms of this contract; to determine the methods, means and personnel by which Authority operations are to be conducted, including subcontracting, if deemed necessary; to determine reasonable standards of performance and to determine and maintain efficient operations; and from time to time to change any or all of the above determinations.

It is understood and agreed that all rights, powers and authority of the Authority are retained, except those expressly abridged, deleted or modified by an express provision of this contract.

20.5 PRODUCTIVITY

The Union recognizes the necessity of continuous improvement in productivity throughout the Authority's operations covered by this collective bargaining agreement and, in this connection, will urge its representatives and members to cooperate with the Authority in accomplishing this result.

20.6 WORK RULES

20.6.1 The Authority further agrees to furnish each employee in the bargaining unit with a copy of all existing work rules, within thirty (30) days after they become employed by the Authority.

20.6.2 When existing rules are changed or new rules are established, they shall be first discussed with the Union. All changes in rules shall become effective no sooner than ten (10) consecutive work days after distribution to employees in the bargaining unit.

20.6.3 The Authority will require employees to acknowledge receipt of all existing or new work rules.

20.6.4 Any complaint as to the reasonableness of any new or existing rule or any complaint involving discrimination in the application of new or existing work rules shall be resolved through the grievance procedure.

20.7 GENERAL PROVISIONS

The Union recognizes its responsibility as the sole and exclusive representative of this bargaining unit and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

Joy M. Goff 2/15/19
Cristina Calahan 2/15/19

ARTICLE 21
SAVINGS CLAUSE

Should any article, section, or portion thereof, of this Agreement be unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section or portion thereof directly specified in the decision.

2/15/19

Christina Cavakan

2/15/19

ARTICLE 22

STATUTORY PROVISION

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 PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

THE AUTHORITY'S BOARD IS THE LEGISLATIVE BODY FOR PURPOSES OF THIS ARTICLE.

John R. 5/29/19

John R. 5/29/19

ARTICLE 23

TERMINATION AND MODIFICATION

This Agreement shall be effective as of the 1st day of July 2019, and shall remain in full force and effect until the 30th day of June 2024. It shall be automatically renewed from year to year thereafter, unless either party shall notify the others in writing at least one hundred and eighty (180) days prior to the termination date that it desires to modify this Agreement. In the event that such notification is given, negotiations shall begin not later than one hundred and fifty (150) days prior to the termination date. This Agreement shall remain fully in force and effect during the period of negotiations and until notice of termination of this Agreement is provided the other party in the manner set forth in the following paragraph: In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date, which shall not be before the anniversary date set forth above.

for L. 5/29/19

[Signature] 5/29/19

Agreement
 by and between
 The Syracuse Regional Airport Authority (SRAA) and
 Local Union 400A

Appendix A

The following schedule and automatic progression system shall become effective on the dates indicated.

	<u>0-2 yrs</u>	<u>3-4 yrs</u>	<u>5-6 yrs</u>	<u>7-9 yrs</u>	<u>10-14 yrs</u>	<u>15+ yrs</u>
Airport Custodial Worker I	17.52	18.15	18.40	18.65	19.15	19.65
Airport Custodial Worker II	17.67	18.24	18.49	18.74	19.24	19.74
Gardener	18.30	18.89	19.14	19.39	19.89	20.39
Airport Maintenance Worker	19.08	19.73	19.98	20.23	20.73	21.23
HEM I	19.58	20.20	20.45	20.70	21.20	21.70
Storekeeper	19.78	20.35	20.60	20.85	21.35	21.85
HEM II / Pavement Painter	20.11	20.70	20.95	21.20	21.70	22.20

Wage increase for:
 7/1/2020 to 6/30/2021 - 3.0%
 7/1/2021 to 6/30/2022 - 3.0%
 7/1/2022 to 6/30/2023 - 3.0%
 7/1/2023 to 6/30/2024 - 3.0%

The pay adjustments stated above shall be made on the first payroll period following the applicable anniversary date.

APPENDIX B

Agreement
by and between
The Syracuse Regional Airport Authority (SRAA) and
Local Union 400A

	<u>7/19-6/20</u>	<u>7/20-6/21</u>	<u>7/21-6/22</u>	<u>7/22-6/23</u>	<u>7/23-6/24</u>
Percentage Inc.	10.0%	10.0%	10.0%	10.0%	10.0%
Coverage					
Medical (M)					
Individual - M1	73.21	80.53	88.58	97.44	107.18
Family - M2	139.76	153.73	169.10	186.01	204.62
Dental					
Individual	4.12	4.53	4.99	5.48	6.03
Family	9.9	10.89	11.98	13.18	14.49
Vision					
Individual	0.59	0.65	0.71	0.79	0.86
Family	1.52	1.67	1.84	2.02	2.23
Total per Month					
Individual	77.92	85.71	94.28	103.70	114.08
Family	151.18	166.29	182.92	201.21	221.34

Joseph A. G. [Signature] 5/17/19
[Signature] 5/17/19

APPENDIX C

Sick Leave Conversion

1. Upon separation from Authority employment, unless terminated for cause, an employee will receive a cash payment for unused accumulated sick time at a rate of \$15/day.

2. Upon retiring from employment with the Authority employees have the option, under Section 41-j of the NYS Retirement and Social Security Law, to utilize up to 165 days of unreimbursed sick days to be calculated as service credit. In addition, an employee may receive cash payment of \$20 per day up to maximum of 65 unused sick days in excess of 165 days for a maximum of \$1,300. Payment shall be made in the employee's final paycheck. Inclusion in the employee's final average salary for retirement benefit purposes shall be determined by the NYS Employees' Retirement System rules and regulations.

If an employee has enough time to both convert into cash and apply to the 41-j provision, the above conversions can run concurrently.

John A. G. 5/17/19
John L. 5/17/19

APPENDIX D

AFSCME Local 400A

Employee Sick Leave Donation Program

A. Purpose

The Authority and the AFSCME Local 400A, recognizing the economic hardship experienced by an employee suffering from a long-term serious illness, have joined together in establishing a voluntary Employee Sick Leave Donation Program (ESLDP). The ESLDP will create a sick leave bank to provide income assistance to Local 400A employees who are out of work due to a serious non-work related illness.

B. Sick Leave Donation Board

1. A Sick Leave Donation Board (“Board”) consisting of two Local 400A representatives and the Human Resources Manager shall be created to review and determine the eligibility of employees and all requests for sick leave extensions.
2. A majority vote of this three (3) member Board is required in order to effect any action on eligibility or sick leave extension.
3. Any issues discussed by the Board will remain confidential.

C. Eligibility Criteria For Recipient

1. Employee must have a serious illness which is confirmed by a physician’s statement. A serious illness shall be defined as any illness, injury, impairment, or physical or mental condition that will prevent an employee from returning to work for a period of at least two weeks as certified by the employee's physician.
2. Employee receiving the sick leave donation must have a minimum of three (3) years of satisfactory service with the Authority, with no history of improper use of accumulated time credits.
3. Employee receiving donation must have exhausted all of his/her paid time off (i.e., sick, vacation, compensatory, personal leave and floating holiday and etc.).
4. Employee receiving donation cannot be awarded more than sixty (60) paid days from the sick leave bank. Upon review, a maximum of thirty (30) additional days may be granted by

the Sick Leave Donation Board.

5. Employee must use sick time in either 4 or 8 hour increments.

D. Donation Criteria

1. Employee donating sick leave shall voluntarily consent to do so in writing.
2. Only those employees with a minimum thirty (30) accrued sick leave days may donate to the Bank. A maximum fifteen (15) sick days per open period may be donated to the Bank.
3. Once the donation has been made, it may not be withdrawn.

E. Procedures

1. Local 400A employees who have exhausted all of their accumulated time credits and are suffering from a prolonged illness or mental incapacitation will request additional sick leave credits from the established Bank.
2. Such requests must be in writing to the Human Resources Office with a copy to the division head and union president. A family member or division head may request sick leave credits for those employees who are incapacitated or unable to personally request such paid leave time.
3. The Human Resources Office will forward the written request to the Sick Leave Donation Board, which will rule on eligibility and determine if, and how much, time will be awarded.
4. The Sick Leave Donation Board will inform the employee if their request for sick time credits has been approved or disapproved. Once the sick time is approved, the Personnel Office will make arrangements to transfer such time to the employee's sick time accruals. Any unused time will be returned to the Sick Leave Bank.
5. The Human Resources Office shall monitor and keep track of the number of days in the Bank.
6. Employees may donate to the Sick Leave bank during the window period from July 1 – July 31 each year or upon retirement.
7. When the remaining number of sick days in the Bank reaches a minimum level of sixty (60) days, the Sick Leave Donation Board may solicit donations from Local 400A employees who have not contributed the maximum of fifteen (15) days during the open

period.

The Employee Sick Leave Donation Program (including the criteria and application thereof) shall be non-grievable.

Ray M. Gray 5/17/19
for R. 5/17/19

APPENDIX E

Memorandum of Agreement

Re: Seniority

The Authority and the Union agree that all employees in the Local 400A bargaining unit who transfer from employment with the City of Syracuse to employment with the Authority on July 1, 2019 will be credited with overall years of service with the City since date of hire for all purposes.

Employees who are contemplating retirement from the City of Syracuse on or before December 31, 2019 may retain the right to transfer to employment with the Authority after July 1, 2019 credited with years of service with the City for all purposes provided that:

- a. they have submitted, on or before June 30, 2019, a formal notice of such intent to retire, and
- b. they transfer to employment with the Authority on or before December 31, 2019.

APPENDIX F KML 5/17/19
4/25/19

Memorandum of Agreement
Re: Vacation

John A. ... 4/30/19
JL ... 4/30/19

The Authority and the Union agree that all employees in the Local 400A bargaining unit who transfer from employment with the City of Syracuse to employment with the Authority on July 1, 2019 will receive the balance of their vacation with the City credited as of April 1, 2019 plus an additional pro-rated vacation entitlement for the period from April 1, 2019 to June 30, 2019 determined in accordance with the vacation schedule set forth in the current collective bargaining agreement between the City of Syracuse and Local 400. The vacation schedule set forth in the 2019-2024 collective bargaining agreement between the Authority and the Union will become effective July 1, 2020.

Minutes of the Meeting of the Governance Committee Meeting

Thursday, May 16, 2019

Pursuant to notice duly given and posted, the Governance Committee meeting of the Syracuse Regional Airport Authority was called to order on Thursday, May 16, 2019 at 12:06 p.m. in the Syracuse Regional Airport Authority Board Room located in the Syracuse Hancock International Airport by committee Chair, Mr. William Fisher.

Members Present:

Ms. Jo Anne Gagliano – (Ex-Officio)
Mr. William Fisher – (Chair)
Mr. Michael Lazar
Mr. Michael Quill
Mr. Damian Ulatowski

Members Absent:

Mr. Kenneth Kinsey

Also Present:

Mr. Jason Terreri
Mr. John Carni
Mr. Trent Amond
Ms. Joanne Clancy
Mr. R. John Clark

Roll Call

As noted, all Board members were present, except Mr. Kenneth Kinsey.

Mr. Bill Fisher, Chair

Chair Fisher started by welcoming everyone to the scheduled Governance Committee meeting at 12:06 p.m.

Reading and Approval of the Minutes

Having no objections or additions to the minutes from the February 21, 2019 Governance Committee meeting, a motion was made by Mr. Ulatowski and seconded by Ms. Gagliano and the minutes were unanimously approved.

The motion was approved: 5 ayes, 0 nays, 0 abstain

Executive Session

There was no Executive session held.

Old Business

None.

New Business

Finance Committee Analysis of Bank Proposals

CFO Trent Amond explained to the Governance Committee the need to continue discussion from the previous Finance Committee meeting regarding the action that the CFO/Authority may take after consideration of three proposals for intermediate term financing from banks. After review of initial proposals, we went back to all three banks to confirm both their taxable and tax exempt rates and to ensure that each had given the SRAA their best and final offers. The spreadsheet shared reflected the latest information. Based on these results, it was determined that M&T Bank should not be considered as they are almost a full point higher in rates with nothing to offset the rate difference. Between Raymond James and Key Bank, Key Bank is lower on both taxable and tax exempt rates and has also removed some of the requirements listed in their original proposal. Based on that comparison, the recommendation is to pursue discussions with Key Bank and keep Raymond James in the running until negotiations are complete. Both have requested a letter showing the tax exempt status of the project. Counsel R. John Clark advised that letter will be provided. Dr. Chin led a discussion regarding security and collateral liens, general fund and other topics. Executive Director Terreri notified the committee that the spreadsheet and information will go to the other Finance Committee members so that they are fully informed. Chair of the Finance Committee Chin and Chair Fisher along with those in attendance were all in agreement with the proposed plan.

ADA Complaint Response

Ms. Debi Marshall, HR Manager and ADA/Sec. 504 and Title VI Coordinator led a discussion regarding an ADA complaint made through her office that she had responded to in writing. The complainant, Mr. John Perrigo, a livery driver, not a permitted taxi driver, appealed that response. SRAA policy dictates that appealed responses be brought to the Governance Committee for review and an appeal decision.

Ground Transportation Officer, John Herne conducted an investigation into this complaint and reviewed the current established policies and procedures and found no basis for an ADA violation. Based on that investigation, Ms. Marshall drafted a response for the committee for review and consideration. The original complaint letter included various topics, but for the purposes of this response letter, only the ADA portion of the complaint will be reviewed and addressed.

After discussion, Chair Fisher agreed that the response with minor additions as determined by Executive Director Terreri, is appropriate and stated that Board policy for this type of matter requires that this appeal be brought to the Governance Committee of the Syracuse Regional Airport Authority for consideration and vote. The Governance Committee conducted a complete review at this meeting on Thursday, May 16, 2019 with Counsel and the Chief Executive Officer present to discuss the matter carefully. This

action by the board brings this matter to a close in full compliance of established policies and procedures.

Having no further discussion regarding the management response, a motion was made by Mr. Ulatowski and seconded by Mr. Quill to approve this response letter and was unanimously approved.

The resolution was adopted: 5 ayes, 0 nays, 0 abstain

Adjournment

Having no other topics brought to the committee, a motion was made by Mr. Lazar and seconded by Mr. Quill to adjourn the meeting.

The resolution was adopted: 5 ayes, 0 nays, 0 abstain

The meeting was adjourned at 12:26 p.m.