

**Syracuse Regional Airport Authority
Regular Meeting Agenda
Friday, November 8, 2019 - 11:00 a.m. – 12:30 p.m.
Syracuse Hancock International Airport
SRAA Board Room**

1. Roll Call (2 Minutes)
2. **Reading and Approval of Annual Meeting Minutes and the Regular Board Meeting Minutes from the September 6, 2019 and the Special Meeting of the Board held October 25, 2019 (5 Minutes)**
3. **Management Report (15 Minutes)**
4. Executive Session (20 Minutes)
5. **New Business (20 Minutes)**
 - **Resolution to update the Procurement and Contracting policy for the Syracuse Regional Airport Authority**
 - **Resolution authorizing the creation of the position of Research Analyst 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

Bold = materials available

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 Annual Meeting of the Syracuse Regional Airport Authority Friday, September 6, 2019

Pursuant to notice duly given and posted, the annual board meeting of the Syracuse Regional Airport Authority was called to order on Friday, September 6, 2019 at 11:01 a.m. in the Syracuse Regional Airport Authority Board Room located in the Syracuse Hancock International Airport by Chair, Ms. Jo Anne Chiarenza Gagliano.

Members Present:

Ms. Jo Anne Gagliano – Chair
Mr. William Fisher
Dr. Shiu-Kai Chin
Mr. John B. Johnson, Jr.
Mr. Kenneth Kinsey
Mr. Michael Lazar
Mr. Robert Simpson
Mr. Michael Quill (arrived 11:06 a.m.)
Mr. Damian Ulatowski (arrived 11:03 a.m.)
Ms. LaToya Allen

Members Absent:

Dr. Donna DeSiato

Also Present:

Onondaga County Executive, J. Ryan McMahon II
Honorable Ben Walsh, Mayor, City of Syracuse
Mr. H. Jason Terreri
Mr. Trent Amond
Mr. John T. Carni
Ms. Cheryl Herzog
Ms. Jennifer Sweetland
Mr. Brian Dorman
Ms. Debi Marshall
Mr. R. John Clark
Hon. Morris Sorbello
Mr. Michael Chapman

Roll Call

As noted, all Board members were present other than Dr. Donna DeSiato.

Ms. Jo Anne Gagliano, Chair

Chair Gagliano started by welcoming everyone to the scheduled Annual Meeting of the Board at 11:01 a.m. Chair Gagliano thanked everyone who helped during the terminal improvement project.

Honorable Ben Walsh, Mayor, City of Syracuse

Mayor Walsh congratulated everyone at the airport for all of their hard work for creating such a beautiful new facility. The Mayor also commented on the tremendous increase in growth SYR is experiencing and his excitement regarding that as well as continuing an already established working relationship with new Executive Director Terreri. Mayor Walsh again thanked authority employees as well as City of Syracuse employees. He acknowledged all of the partners assisting the terminal improvement project and the airport, Onondaga County Executive, J. Ryan McMahan II, Representative Katko, Governor Cuomo and all of the supporting investment made, and the TSA, especially during the government shutdown. Mayor Walsh reiterated the City of Syracuse's partnership with the authority.

Presentation of the 2019 Annual Report to the Community

Chair Gagliano agreed with Mayor Walsh in congratulating all of the employees and partners for their hard work and dedication. Chair Gagliano introduced Jason Terreri and encouraged people to get to know him and all that his experience is bringing to the authority and is looking forward to development of updated future strategic planning.

Executive Director Terreri highlighted some items in particular during a presentation of the annual report. He explained that the results over the last year is a testament to everyone at the airport. This report has been dedicated to the employees of the TSA for their remarkable customer service to the public, especially during a year with a government shutdown resulting in missed paychecks, yet TSA employee attendance and dedication to their jobs remained steady at SYR and maintained a safe airport. Director Terreri went through the report highlighting experiences during the terminal improvement project with the group, highlighting that there was a 12% increase in year over year passenger traffic, 5 new routes were added increasing growth capacity with now having a record 24 non-stop destinations. He explained that the SRAA team is made up of City of Syracuse employees and Regional Airport Authority employees, yet no one would know that since everyone works so well together, as a team. Director Terreri announced the two Employee Spotlight of the Year winners, Elana Essig, Management Assistant with the Syracuse Regional Airport Authority and Tom Meeker, Carpenter with the City of Syracuse and each were recognized by their peers for their instrumental contributions to the airport and gave many examples of how reliable and dedicated these employees are. The Employee of the Year was recognized as Ms. Debi Marshall, Human Resources Manager for the Authority. Debi has shown compassion and dedication to the authority, rolled out new payroll system, is our ADA coordinator, created new policies and procedures, training, Employee Assistance Program, and many other things in the day to day operations in a friendly, welcoming manner.

Over the next year, the SRAA wants to create a sense of place, improve the customer experience, continue to create a cost-competitive environment and experience overall growth. The Executive Director shared information regarding future planning in air service development including new markets and seeking out new carriers and markets for both leisure and business travelers.

Onondaga County Executive, J. Ryan McMahon II

Onondaga County Executive McMahon took a moment to again thank the airport, congratulate the board and the team partners for making the SYR airport a friendlier and more welcoming place in our community. The airport is an important aspect of the business and local community in all sectors and he is proud of the work that everyone has done with communication and collaboration on utilization of the SYR facility and looks forward to continued growth to compliment the successes on every level in our community.

Adjournment

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

The meeting was adjourned at 11:21 a.m.

Minutes of the Meeting of the Syracuse Regional Airport Authority

Friday, September 6, 2019

Pursuant to notice duly given and posted, the regular board meeting of the Syracuse Regional Airport Authority was called to order on Friday, September 6, 2019 at 11:32 a.m. in the Syracuse Regional Airport Authority Board Room located in the Syracuse Hancock International Airport by Chair, Ms. Jo Anne Chiarenza Gagliano.

Members Present:

Ms. Jo Anne Gagliano – Chair
Mr. William Fisher
Dr. Shiu-Kai Chin
Mr. John B. Johnson, Jr.
Mr. Kenneth Kinsey
Mr. Michael Lazar
Mr. Robert Simpson
Mr. Michael Quill
Mr. Damian Ulatowski (left meeting 12:40p.m.)
Ms. LaToya Allen

Members Absent:

Dr. Donna DeSiato

Also Present:

Mr. H. Jason Terreri
Mr. Trent Amond
Mr. John T. Carni
Ms. Cheryl Herzog
Ms. Jennifer Sweetland
Mr. Brian Dorman
Ms. Debi Marshall
Mr. R. John Clark
Hon. Morris Sorbello
Mr. Michael Chapman

Roll Call

As noted, all Board members were present other than Dr. Donna DeSiato.

Ms. Jo Anne Gagliano, Chair

Chair Gagliano started by welcoming everyone to the scheduled Regular Meeting of the Board at 11:32 a.m.

Reading and Approval of the Minutes

Having no objections or additions to the minutes from the June 14, 2019 Regular Meeting of the Board, a motion was made by Mr. Quill and seconded by Mr. Fisher and the minutes were unanimously approved.

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

Management Report

Executive Director Terreri noted that some format changes will be made to future management reports with further useful information to the board and will be providing a monthly Director's report with financial highlights, air service development activities, priority initiatives and risk strategy and other things of concern for the airport for productive discussions.

Some key performance indicators the Executive Director wanted to point out is that revenues are up, operating costs are down and passenger traffic numbers are up 11%. Monthly budget numbers and metrics will be provided going forward. He continued to go over various current revenue numbers for ground transportation, food and beverage, etc. He highlighted that the SRAA took over our own advertising which was approx. \$34,000 in revenue for 2018, and since bringing this in house in February, the revenue numbers continue to grow to approx. \$182,000 anticipated for 2019. Jennifer Sweetland, Director of Marketing, Communications and Air Service development led a discussion regarding the new in-house advertising program and the

The Executive Director discussed the kickoff of the 2020 Strategic Plan and highlighted that Steve Baldwin and Associates will be facilitating with the strategic plan and key initiatives with the goal to present a recommended strategic plan to the board at the first meeting in 2020. This will help the authority be in a position to better plan the budget to include these key strategic initiatives.

Delaware North has acquired Creative Food Groups and are in discussions with the SRAA on this transition.

The current airport parking contract ends in November of 2020. Executive Director Terreri advised the board that there is an internal review committee regarding the needs of the parking garage and how best to handle the at-capacity and exceeding parking levels that SYR is experiencing on a regular basis. A decision will need to be made in the next six months regarding the direction of this aging structure for repair or replacement.

NYAMA Annual conference is being held at the Syracuse Marriott Downtown, September 9-11, 2019 and all are welcome to attend the sessions and reception events. October 17th will be our HR and Governance Committee meeting as long as a Strategic Planning Workshop.

Vice Chair Fisher asked a question regarding the accounting challenges in regards to compliance with closing out the fiscal year end budgets and audits (pre-close vs. final numbers). Executive Director Terreri addressed this question and noted that there is a requirement to provide an audit within 120 days of the fiscal year close and that in the past, for a variety of reasons, the authority has been unable to meet that deadline. There is a commitment from our auditor that they will complete it this year by October 28, 2019. He continued by saying that new financial software program is being rolled out to assist with these reporting and contract management needs.

Dr. Chin asked a question regarding Enterprise Risk Management and how it will affect the Strategic Plan objectives. Executive Director Terreri said that a current weakness is that risks are not being properly tracked and anticipated as well as looking at updating the master plan, which has not been updated since 2006.

Executive Session

Chair Gagliano made a motion to go into executive session to discuss matters pertaining to the financial, credit and employment history of particular persons or corporations

The motion was approved by Mr. Quill and seconded by Mr. Lazar. Board members went into executive session at 11:56 a.m.

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

Executive session ended at 12:34 p.m. No action was taken.

New Business

Initial introduction of proposed Bylaws revisions (no vote to be taken)

Executive Director Terreri noted that the main idea in making changes to the Bylaws would be to update the document to include verbiage of “as amended” as Committee and Charters are updated for various reasons, adding the “as amended” to the document would keep this document updated and in compliance. Vice Chair Fisher noted that the intention would be to recommend to the board adoption to charters and language would be brought to the board in draft form in November and for vote at the December meeting.

Resolution Designating Executive Director as Secretary to the Board of the Syracuse Regional Airport Authority

Executive Director Terreri explained that when the previous Director left earlier this year, the Secretary to the Board designation was assigned to CFO Trent Amond and that this would simply bring that position back to the Executive Director role.

Vice Chair Fisher initiated a discussion regarding any other additional responsibilities needing to still be transferred and it was determined that this is the last piece of outstanding business to transfer back to the Executive Director role. Having no further discussion regarding the resolution, a motion was made by Dr. Lazar and seconded by Mr. Simpson to approve this resolution.

The resolution was adopted: 9 ayes, 0 nays, 0 abstain

Resolution Authorizing the Creation of the Position of Assistant Secretary to the Board of the Syracuse Regional Airport Authority

Executive Director Terreri noted that this position was previously on the SRAA Roster and would like that added back to allow for this position to be filled again in the future when and if it is needed in the future to support the authority and staff based on the strategic plan. Vice Chair Fisher recommended that in the future that the authority not remove positions from the roster in the future simply because they are not currently being

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

The resolution was adopted: 9 ayes, 0 nays, 0 abstain

Resolution Re-titling the Position of Director of Airport Operations As Chief Operations Officer For the Syracuse Regional Airport Authority

Executive Director Terreri noted that this second in command position is required by the FAA in the emergency plan to have a chain of command and therefore defines this title as the number two role in the Executive Director's absence. Having no further discussion regarding the resolution, a motion was made by Mr. Quill and seconded by Dr. Chin to approve this resolution.

The resolution was adopted: 9 ayes, 0 nays, 0 abstain

Resolution Modifying Publication Requirements for Syracuse Regional Airport Authority

Executive Director Terreri explained that this request would remove the firm requirement to publish job postings in seven different newspapers considering that the majority of the current applicants are coming through electronic platforms such as Indeed and others. The current newspaper ads not only are cost prohibitive but are also not effective in providing qualified candidates. There are many other platforms on-line and at universities throughout the region as well as other job boards that would be more effective and lower cost. The advertising, based on the position may still be published through these newspapers and other means, but this resolution would remove the firm requirement to publish each of them in all 7 newspapers and instead utilize the places that target the proper audiences based on position. Councilor Allen noted her concern for people who do not have access to the internet for job searches being lost due to removing this requirement. Ultimately, her concerns were alleviated once the discussion continued about how Jobs Plus, CNY Works (local unemployment office) will all have the information for any current job postings to share for outreach with the public throughout the Central New York catchment area. Having no further discussion regarding the resolution, a motion was made by Mr. Fisher and seconded by Mr. Lazar to approve this resolution.

The resolution was adopted: 9 ayes, 0 nays, 0 abstain

Committee Reports

No further reports were given.

Adjournment

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

The resolution was adopted: 9 ayes, 0 nays, 0 abstain

The meeting was adjourned at 12:57 p.m.

Minutes of the Special Meeting of the Syracuse Regional Airport Authority

Friday, October 25, 2019

Pursuant to notice duly given and posted, the special board meeting of the Syracuse Regional Airport Authority was called to order on Friday, October 25, 2019 at 9:05 a.m. in the Syracuse Regional Airport Authority Board Room located in the Syracuse Hancock International Airport by Chair, Ms. Jo Anne Chiarenza Gagliano.

Members Present:

Ms. Jo Anne Gagliano – Chair
Mr. William Fisher
Dr. Shiu-Kai Chin
Dr. Donna DeSiato (via facetime video)
Mr. Kenneth Kinsey
Mr. Michael Lazar
Mr. Robert Simpson (departed 10:05 a.m.)
Mr. Michael Quill
Mr. Damian Ulatowski
Ms. LaToya Allen (arrived 9:21 a.m.)

Members Absent:

Mr. John B. Johnson, Jr.

Also Present:

Mr. H. Jason Terreri
Ms. Maureen Fogarty
Ms. Joanne Clancy
Mr. Chip Clark – D’Arcangelo & Co., LLP

Roll Call

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

Ms. Jo Anne Gagliano, Chair

Chair Gagliano started by welcoming everyone to the scheduled Special Meeting of the Board at 9:05 a.m.

Executive Session

The board did not desire to go into executive session, therefore no executive session was held.

New Business

Executive Director Terreri explained that the special board meeting was needed during this time for the board to meet in order to comply with the agreement to provide the city the audit within 120 days of the close of the fiscal year.

Resolution Approving the Fiscal Year end 2019 draft audit of the Syracuse Regional Airport Authority

Mr. Chip Clark, CPA, CIA, Partner with D'Arcangelo & Co., LLP explained extensively, the four reports and two letters required for the audit. Mr. Clark went on to explain the ABO requirements and compliance processes, timelines and commended all of the efforts management went through with additional outreach in order to meet the deadline requirements. Board discussions ensued regarding SRAA written policies, controls, testing, and procedures and previous compliance issues. There are 12 compliance requirement steps by the Federal Government for each grant. Dr. Chin asked questions about the controls being in line with the lines of authority. Dr. DeSiato, Chair of the Audit Committee stated that this is an evolving area of growth and that meeting the deadline requirement this year is significant. She also is looking forward to further future review, especially within the context of the short amount of time that the new Executive Director has been in the role and the upcoming strategic planning for the SRAA.

The board expressed its gratitude to management and the accounting office for all of their efforts and future efforts in continuing to shrink the timeline further to potentially meet the 90 day deadline by being actively proactive earlier with deadlines to vendors and establishing further best practices with a consultant who is well versed in aviation and authority accounting practices.

Mr. Simpson commented that he would like to ensure that items identified previously as a deficiency are not repeated in the future by using a coordinated strategy. Dr. DeSiato stated that action steps will be taken. Mr. Fisher commented that with the migration of the local union employees over to the SRAA, that the dependence upon City of Syracuse for accounting numbers should lessen in the future. Additionally, a discussion ensued that closing the more recent practice of closing the books monthly within 30 days is a financial best practice that should continue.

Mr. Fisher explained the history of retirement practices between the City of Syracuse and the authority and who is responsible for health insurance and retirement benefits through the aviation fund revenue as lease agreements allow. Additional discussion ensued regarding the importance of this topic in terms of balance sheet and position with bond rating agencies and future new employees retirement benefit planning.

Mr. Clark wrapped up conclusions regarding the reports and the draft audit. The Executive Director, the board and Chair of the Audit Committee, Dr. DeSiato once again thanked all of the accounting department for their efforts.

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: 9 ayes, 0 nays, 0 abstain

Adjournment

Executive Director and Chair Gagliano discussed the importance and the critical nature of full attendance at the kick-off meeting for the Strategic Plan on November 8th.

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

The resolution was adopted: 9 ayes, 0 nays, 0 abstain

The meeting was adjourned at 10:15 a.m.



SYRACUSE REGIONAL AIRPORT AUTHORITY PROCUREMENT AND CONTRACTING POLICY

I) GUIDELINES FOR THE PROCUREMENT OF GOODS AND SERVICES AND CONTRACTING FOR LAND OR CONCESSION LEASES FOR THE SYRACUSE REGIONAL AIRPORT AUTHORITY

Among the powers granted to the Syracuse Regional Airport Authority ("Authority") under Article 8, Title 34 of the New York Public Authorities Law ("Enabling Act") is the power to "enter into contracts . . . and to execute all instruments necessary and convenient to accomplishing its corporate purpose."¹ It shall be the practice of this Authority to adopt such policies and procedures as are designed to promote the prudent and economic use of public monies and facilitate the acquisition of goods and services having the best value under any given set of circumstances.² ~~Apart from the provision in the Authority's Enabling Act dealing with contracts for construction³ there are no statutory requirements for local public authorities to competitively bid procurement contracts.~~

Therefore, the Syracuse Regional Airport Authority hereby formally adopts the following written procurement and contracting policy (Policy) applicable to all purchases of goods, equipment, services, concessions, and leases for land. This Policy is meant to actively promote competitive procurement of all goods, equipment, and services, with the limited exceptions as set forth herein. It is also designed to optimize revenue from land and concession leases. The Executive Director, Chief Fiscal Officer, and staff are required to comply with this Policy and to retain the necessary documentation as required herein to substantiate such compliance.

II) DEFINITIONS

A) "Best Value" means the basis for awarding contracts for services to the offeror which optimizes quality, cost and efficiency, among responsive and responsible offerors.⁴ Non-price factors may be addressed to determine Best Value. Non-price factors include, but are not limited to: reliability of a product; efficiency of operation; difficulty/ease of maintenance; useful lifespan; ability to meet needs regarding timeliness of performance and experience of a service provider with similar contracts.⁵

B) "Construction Contracts" mean contracts to perform the erection, construction, reconstruction, or alteration of buildings or other structures.

C) "Quotations" or "Quotes" means any written or verbal offer containing information regarding price, quantity, and a description of a good, equipment, or service. All Quotes communicated to the Authority shall be documented. Bid or quote solicitation must include shipping, handling and other ancillary charges, if applicable.

D) "Professional Services Contract" means a contract or agreement to provide a personal service of a consulting, professional, or technical nature to the Authority for a fee, commission, or other compensation by a person or organization. Such Professional Services shall be in relation to the Authority's operation, management, and administration of its offices or personnel; acquisition, construction, management, operation, maintenance, or disposition of facilities under its ownership or control; or dissemination of publications or other information. Professional Services of a consulting, professional, or technical nature include, but are not limited to, legal, accounting, management consulting, planning, training, statistical, research, public relations, architectural, engineering, surveying, or other similar Professional Services.

E) "Responsible" or "Responsibility" means the financial ability, legal capacity, integrity, and past performance of a business entity and as such terms have been interpreted relative to public procurement.⁶

F) "Responsive" means a bidder or other offeror meeting the minimum specifications or requirements as prescribed in a solicitation for commodities or services.⁷

G) "Revenue Contract" means a written agreement under which the Authority receives revenue for: the lease of space within an Authority owned building; land owned or operated by the Authority; or the provision of services on airport premises.

H) "Supervisor" means an Authority employee who holds a position of trust and power to act on behalf of the Authority.

III) PURCHASES OF GOODS, EQUIPMENT, OR SERVICES

A) For the purchase of goods, equipment, or services involving an expenditure of \$150.00 or less, competitive quotes are not required. Such purchases must be approved by a Supervisor.

B) For purchase of goods, equipment, or services involving an expenditure of more than \$150.00, but less than \$5,000.01 the Authority's Executive Director or his/her designee may seek a verbal or telephone quote from different vendors, i.e. provider or providers of the goods, services or equipment that best meet the standards of efficiency, timeliness, practicality, and convenience. Given these objectives, a price quote from a single vendor will be sufficient. Such expenditures must be approved by a Supervisor and either the Fiscal Officer or the Chief Operations Officer~~Deputy Commissioner of Aviation~~.

C) For purchase of goods, equipment, or services involving an expenditure of more than \$5,000.00, but less than \$50,000.01, the Authority's Executive Director or his/her designee shall seek written quotes from not less than three vendors, shall document and retain those quotes for a

period of at least one year, and shall select the vendor offering the Best Value from those who respond to the request for quotations. Such expenditures must be approved first by either the Fiscal Officer or the ~~Chief Operations Officer~~~~Deputy Commissioner of Aviation~~ and then by either the CFO or the Executive Director.

D) Except as otherwise expressly provided herein, all purchases of goods, equipment, or services by the Syracuse Regional Airport Authority involving an expenditure of more than \$50,000.00⁸ shall be made pursuant to a formal, open competitive bidding process as set forth herein and shall be awarded on the basis of Best Value as defined in section II(A). The Authority reserves the right to reject all bids and re-advertise for new bids in the manner provided by this Procurement Policy. Such expenditures must be approved first by the CFO and then by the Executive Director.

E) All purchases of goods, equipment, or services by the Syracuse Regional Airport Authority involving an expenditure of more than \$100,000.00, and which were not previously included in the annual budget approved by the Authority's Board, must be approved first by the Executive Director and then by the Board of the Authority.

F) Where the Authority is a partial contributor to the acquisition of a good, equipment, or service, the Authority shall work in consultation with the other funding parties. Procurement methods satisfactory to all the involved parties shall be agreed to and implemented prior to the acquisition of a good, equipment, or service. Procurement methods may include solicitation from a single vendor. If the Authority's portion of the funding exceeds \$50,000.00, the acquisition of a good, equipment, or service shall be made pursuant to a formal, open competitive bidding process. The competitive bid process will consist of the solicitation from not less than three vendors and in consultation with the other funding parties, the contract will be awarded on the basis of Best Value as defined in section II(A).

IV) PROFESSIONAL SERVICE CONTRACTS

A) For professional services having a value of \$5,000 or less and a term of 1 year or less the Authority's Executive Director or his/her designee shall seek written proposals from different providers that best meet the Authority's goals of efficiency, timeliness, practicality, and convenience. Given these objectives, a proposal from a single provider will be sufficient. These agreements may be approved by the CFO or the Executive Director.

B) For professional services having a value of \$35,000.00 or less and a term of 3 years or less, the Authority's Executive Director or his/her designee shall seek written proposals from not less than three providers, shall document and retain those proposals for a period of at least one year, and shall select the provider offering the Best Value. Such agreements must be approved first by the CFO and then the Executive Director.

C) Professional service agreements having a value of more than \$35,000.00 but less than \$100,000.00, or a term of more than 3 years, shall be made pursuant to a formal, open competitive Request for Proposal process as set forth herein. Such agreements must be approved first by the CFO and then by the Executive Director.

D) Professional service agreements having a value of more than \$100,000.00, or a term of more than 3 years, shall be made pursuant to a formal, open competitive Request For Proposal (RFP) process as set forth herein. Such agreements must be approved first by the Executive Director and then by the Authority's Board.

E) The award of a professional services agreement following a formal RFP process will be based on the proposal that provides the Best Value to the Authority given the evaluation criteria contained in the RFP. The Authority may reject any proposal if, in its judgment, the business and technical organization, plant, resources, financial standing, or experience of the provider justifies such rejection in view of the work to be performed.⁹

F) Where the Authority utilizes an agent/broker to secure specialized media resources on its behalf (e.g. television time, radio time, newspaper ads, etc.), those media resources may be obtained based upon the agent's/broker's recommendation in order to provide the broadest dissemination of Authority messages and the Authority may contract directly for such services based upon that plan or recommendation. The agent/broker shall consider competitive prices, effectiveness of message dissemination and other relevant factors to provide the most effective message presentation within the resources budgeted.

IVA) PROFESSIONAL SERVICE CONTRACTS (GENERAL AIRPORT CONSULTANTS)

A) Periodically the Authority will issue Requests for Qualifications (RFQs) for firms wishing to be designated General Airport Consultants (GACs). A General Airport Consultant provides architectural, engineering, and planning services for FAA grant-eligible projects and for non-eligible projects. The Authority will select one or more firms as GACs for an upcoming period and present that recommendation to the Board for approval by resolution.

B) For projects with an estimated total project cost of \$5,000,000 or less, the Authority's Executive Director may issue a Work Order to any of the approved GACs which she or he has determined to be best qualified for the particular project.

C) For projects with an estimated total project cost of \$5,000,001 to \$10,000,000, the Authority's Executive Director shall recommend to the Board's Finance Committee that 1) a Work Order be issued to any of the approved GACs which have been determined to be best qualified for the particular project or 2) to conduct a "mini-RFQ" amongst the approved GACs to determine the best qualified GAC for the particular project. Upon the concurrence of the Finance Committee, the Executive Director shall issue such Work Order or conduct a "mini-RFQ."

D) For projects with an estimated total project cost of \$10,000,001 or greater, the Authority will conduct a "mini-RFQ" amongst the approved GACs to determine the best qualified GAC for the particular project. The Finance Committee, along with the Executive Director, CFO, and the Director of Planning and Engineering~~Aviation Project Officer~~ shall serve as the "mini-RFQ" Review Committee. Based on the "mini-RFQ" process, the Review Committee shall recommend to the Board that a Work Order be issued to any of the approved GACs which have been determined to be best qualified for the particular project. Upon a resolution of the Board approving the recommendation, the Executive Director shall issue such Work Order.

E) The Executive Director, or her/his designee, will provide to the Finance Committee, no less than twice annually, a report showing all Work Orders issued to General Airport Consultants under the current GAC agreements.

V) CONSTRUCTION CONTRACTS

A) For construction contracts having a value of \$25,000.00 or less, the Authority's Executive Director or his/her designee may seek verbal or telephone bids from different vendors that best meet the Authority's standards of efficiency, timeliness, practicality, and convenience. Given these objectives, a price quote from a single vendor is sufficient. These contracts may be approved by the CFO or the Executive Director.

B) For construction contracts having a value of more than \$25,000.00, but less than \$50,000.01, the Authority's Executive Director or his/her designee shall seek written bids from not less than three vendors, shall document and retain those quotes for a period of at least one year, and shall select the vendor offering the Best Value. Such contracts must be approved first by the CFO and then by the Executive Director.

C) Construction contracts having a value of more than \$50,000.00, but less than \$100,000.01 shall be made pursuant to a formal, open competitive bidding process as set forth herein. Such contracts must be approved first by the CFO and then by the Executive Director.

D) Construction contracts having a value of more than \$100,000.00 shall be made pursuant to a formal, open competitive bidding process as set forth herein. Any contract in excess of \$500,000.00 shall be let in conformity with section one hundred thirty-five of the state finance law.¹⁰ Such contracts must be approved first by the Executive Director and then by the Authority's Board.

E) Award of Construction Contracts. The Authority shall not award any construction contract except to the lowest bidder who, in its opinion, is qualified to perform the work required and who is responsible and reliable. The Authority may reject any bid if, in its judgment, the business and technical organization, plant, resources, financial standing, or experience of the bidder justifies such rejection in view of the work to be performed.¹¹

VI) REVENUE CONTRACTS

A) Revenue contracts having a value of \$10,000.00 or less and a duration of one year or less may be executed by either the CFO or the Executive Director.

B) Revenue contracts having a value greater than \$10,000.00 but less than \$100,000.01 and a duration of five years or less must be executed by both the CFO and the Executive Director, after legal review.

C) Revenue contracts having a value greater than \$100,000.00 or a duration of more than five years will be awarded based on a formal RFP process. The successful contract will be executed by the Executive Director following approval by the Authority's Board.

D) The award of a revenue contract following a formal RFP process will be based on the Proposal that provides the Best Value to the Authority given the evaluation criteria contained in the RFP. The Authority may reject any proposal if, in its judgment, the business and technical organization, plant, resources, financial standing, or experience of the provider justifies such rejection in view of the services to be provided.

VII) EXCEPTIONS TO COMPETITIVE BIDDING AND RFP PRACTICES

A) Emergencies¹²

Notwithstanding any of the other provisions in this Policy, if any public emergency, accident, or other unforeseen occurrence, affecting the life, health, safety or property of the Authority and/or its officers, members, staff, or the general public require immediate action and cannot await a formal, open competitive bidding process or any other kind of competitive process, the Executive Director or his/her designee may temporarily waive any or all requirements set forth herein.

B) Sole Source

1) There are times when the purchase of certain goods, equipment, or services, the purchase of certain professional services, or the award of certain revenue contracts, is unique and that the vendor is the only vendor from whom the good/service can be obtained.

2) When goods, services, or equipment, professional services, or revenue contracts which would otherwise under this policy require multiple quotes or a formal bid or RFP process, are procured under this “sole source” exception, the Executive Director or CFO shall document the rationale for such exception and retain that documentation pursuant to the Authority’s Record Retention Policy.

C) Not in the Best Interest of the Authority¹³

1) There are times when the purchase of certain goods, equipment, or services, the purchase of certain professional services, or the award of certain revenue contracts, is required to: comply with federal regulations; to interface with existing systems; by virtue of the unique operating environment of the Airport; or due to the impracticability of obtaining competitive quotes. The Board of the Authority, in its sole discretion, has determined that in such instances the solicitation of alternative proposals or an RFP process will not be in the best interest of the Authority.

2) When goods, services, or equipment, professional services, or revenue contracts which would otherwise under this policy require multiple quotes or a formal bid or RFP process, are to be procured under this “best interest” exception, the Executive Director or CFO shall give all members of Authority’s Finance Committee at least five (5) business days advance notice of such proposed procurement via email. The Executive Director or CFO shall also document the rationale for such exception and retain that documentation pursuant to the Authority’s Record Retention Policy.

D) Surplus and Second-Hand Supplies.¹⁴

Surplus and second-hand supplies, material, or equipment may be purchased by the Authority without competitive bidding from the Federal Government, the State of New York or from any other political subdivision, district or public benefit corporation.

E) Purchases Through Other Government Contracts¹⁵

1) Notwithstanding the provisions of this Policy, the Authority is authorized to make purchases of goods, equipment, or services, when available, utilizing the County of Onondaga's, State of New York or any other political subdivision, district, or public benefit corporation of New York's, or United States of America's existing, current competitive procurement lists directly. Any goods or services on such lists are hereby considered Best Value.

2) The sole exception to paragraph 1 of this section is when formal bids have previously been received by the Authority for the purchase of goods, equipment, supplies, or services, and an additional purchase cannot be made with the same terms, conditions and specifications and at a lower price through the County of Onondaga or State of New York. When there are multiple local vendors for the same product at the same price under these State or County contract lists, the Authority's policy is to distribute purchases among all of these vendors and thereby equitably distribute business opportunities to as many vendors as practical.

F) Discretionary Purchasing Authority

The use of discretionary purchasing authority is granted by New York State Finance Law, New York State Public Authorities Law and applicable local procurement rules for use by Article 15-A and 17-B "State agencies". This authority is authorized for all State agencies, boards, commissions, offices and institutions with procurement rules that are governed by State Finance Law and Public Authorities Law and may be instructive to Article 15-A and 17-B "State agencies"-.

Purchases up to the Discretionary Buying Threshold are not subject to the formal competitive bidding requirements set forth in State Finance Law §163, but are subject to the advertising requirements set forth in Economic Development Law Article 4-C and State Finance Law §163(6-c). Agencies must also comply with their internal policies and procedures governing discretionary purchases, which should include an assessment as to whether a formal competitive procurement process, or one that is less formal but still competitive, may best meet the Agency's needs. Agencies may also determine based upon experience, knowledge and a current analysis, that it is appropriate to limit the discretionary purchase opportunity to State certified M/WBEs, SDVOBs or to New York State Small Businesses.

For purchases up to the Discretionary Buying Threshold, each Agency must:

- i) Ensure that the commodities, services or technology acquired meet its form, function and utility needs;
- ii) Document and justify the selection of the vendor;
- iii) Document and justify the reasonableness of the price; and
- iv) Ensure that the State buys from responsible vendors.

Discretionary Authority Limits are reviewed and updated periodically by NYS and published in the Minority/Women Business Enterprise (M/WBE) Operations Primer issued by NYS Division

of Minority and Women Business Development (DMWBE) for MWBE Thresholds and The NYS Division of Service Disabled Veteran Business Development (DSDVBD) Operation and Guidance Document for Service Disabled Veteran Owned Business (SDVOB). SRAA will update internal requirements and thresholds in accordance with these instructions as updated.

VIII) FORMAL BIDDING AND RFP PROCESS¹⁶

A) Advertisements for bids and requests for proposals shall be published in the official Authority newspapers and website designated for such purpose. Any advertisement shall contain a statement of the time by which all bids and proposals must be received, and the method by which they must be submitted. Authority staff shall take any additional measures practical to maximize the response to the bids and requests for proposals and thereby increase competition.

B) At least ten working days shall elapse between the first publication of such advertisement and the date so specified for the opening and reading of the bids and proposals.

IX) SUPPORT FOR MINORITY AND WOMEN-OWNED BUSINESSES AND SERVICE DISABLED VETERAN-OWNED BUSINESSES

~~The Syracuse Regional Airport Authority is subject to the requirements of Article 15-A of New York Executive Law¹⁷, which encourages contracts with minority and women-owned businesses when awarding contracts in purchasing goods, services and equipment, and, in procuring goods, equipment and services, the Authority shall comply with Article 15-A of New York Executive Law and all rules and regulations promulgated thereto.~~

The Syracuse Regional Airport Authority is subject to the requirements of Article 15-A of New York Executive Law which requires contracting with Minority and Women-Owned Businesses (M/WBE) when awarding Contracts and purchasing commodities and services. The Authority shall comply with Article 15-A of New York Executive Law and all rules and regulations promulgated thereto.

The Syracuse Regional Airport Authority is subject to the requirements of Article 17-b of New York Executive Law which requires contracting with Service Disabled Veteran-Owned Businesses when awarding Contracts and the purchasing of commodities and services. The Authority shall comply with Article 17-B of New York Executive Law and all rules and regulations promulgated thereto.

X) STATEMENT OF NON-COLLUSION REGARDING BIDS AND PROPOSALS SUBMITTED TO THE AUTHORITY

Every bid or proposal subject to the formal bid or RFP process required by this Policy, made to the Authority to provide goods, equipment, or services shall contain a detailed statement subscribed by the bidder or proposer, under penalty of perjury, certifying that the prices were arrived at independently without collusion, consultation, communication or agreement; that the prices have not been disclosed and will not knowingly be disclosed by the bidder or proposer prior to the opening; and that no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of

restricting competition. No contract shall be awarded where the statement of non-collusion required herein is not properly completed and submitted with the bid or proposal.

XI) ETHICS AND CONFLICT OF INTEREST

Each successful bidder or proposer of a formal bid or RFP process under this Policy shall submit to the Authority, prior to acceptance of a contract relative thereto, a statement affirming that the contractor, its officers and employees do not have a conflict of interest relative to supplying the goods, equipment or services and the Authority.

XII) ANNUAL REVIEW¹⁸

The Finance Committee of the Board shall annually review this Policy and report to the Authority's Board.

Adopted by Resolution No. 29 of 2011, November 10, 2011

Amended by Resolution No. 2 of 2014, March 14, 2014

Amended by Resolution No. 15, May 9, 2014

Amended by Resolution No. 17, September 11, 2015

Amended by Resolution No. 7, March 10, 2017

Amended by Resolution No. , , 2019

Appendix A – Procurement and Contracting

Thresholds	Quotes/Bids	Approvals	
		1 st	2 nd
Goods/Equipment/Services			
\$150 or less	None	Supervisor	
\$151 - \$5,000	Verbal/at least one	Supervisor	Fiscal Officer or COO Dep Comm
\$5,001 - \$50,000	Written/at least three	Fiscal Officer or COO Dep Comm	CFO or Exec Dir
\$50,001 and over	Formal Bid Process	CFO	Exec Dir
over \$100,000 & not budgeted	Formal Bid Process	Exec Dir	Board
Professional Services			
\$5,000 or less and	Written/at least one	CFO or Exec Dir	
1 year or less			
\$35,000 or less and	Written/at least three	CFO	Exec Dir
3 years or less			
over \$35,000 or	Formal RFP Process	CFO	Exec Dir
over 3 years			
over \$100,000 or	Formal RFP Process	Exec Dir	Board
over 3 years			
Professional Services (GAC)			
\$5M or less	No additional	Exec Dir	
Over \$5M - \$10M	No additional	Exec Dir	Finance Committee
Over \$10M	Mini-RFQ	Exec Dir	Board
Construction Contracts			
\$25,000 or less	Written/at least one	CFO or Exec Dir	
\$25,001 - \$50,000	Written/at least three	CFO	Exec Dir
\$50,001 - \$100,000	Formal Bid Process	CFO	Exec Dir
over \$100,000	Formal Bid Process	Exec Dir	Board
(over \$500,000 in compliance	w/State Finance Law §135)		

Revenue Contracts	e.g., Concession/Airline/ Terminal or Land Lease		
\$10,000 or less and 1 year or less	Written	CFO or Exec Dir	
\$100,000 or less and 5 years or less	Written/Legal Review	CFO	Exec Dir
Over \$100,000 or over 5 years	Formal RFP Process	Exec Dir	Board

¹ Public Authorities Law, §2799-ggg(11)

² See, e.g., GML, §104-b(1)

³ ~~Public Authorities Law, §2799-sss~~

⁴ See, e.g., State Finance, §163(1)(j)

⁵ NYS Office of the State Comptroller, “Seeking Competition in Procurement,” p. 8, May 2013.

⁶ See, e.g., State Finance, §163(1)(c)

⁷ See, e.g., State Finance, §163(1)(d)

⁸ See, e.g., State Finance Law, §163(6)

⁹ See, e.g., Public Authorities Law, §2799-sss

¹⁰ Public Authorities Law, §2799-sss

¹¹ Public Authorities Law, §2799-sss

¹² See, e.g., GML, §103(4)

¹³ See, e.g., GML, §104-b(2)(g)

¹⁴ See, e.g., GML, §103(6)

¹⁵ See, e.g., GML, §103(16); State Finance Law, §163(3)(a)(4) and (4)(e)

¹⁶ See, e.g., GML, §103(2)

¹⁷ ~~Public Authorities Law, §2799- bbb(7)~~

¹⁸ See, e.g., GML, §104-b(4)

**RESOLUTION APPROVING AMENDMENTS TO PROCUREMENT POLICY
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, under the Enabling Act, the Authority is required to adopt certain policies regarding its operations and the conduct of its business; and

WHEREAS, the Authority has previously adopted a policy regarding its procurement of goods, equipment and services, and related items (the “**Procurement Policy**”); and

WHEREAS, it is also the policy of the Authority to review its policies from time to time and to revise such policies as necessary, and as authorized by the Enabling Act and other regulations to which the Authority is subject to; and

WHEREAS, management of the Authority has reviewed the Procurement Policy and determined that certain changes are warranted given changes in areas of responsibility and job titles of Authority management, as well as updating the Procurement Policy regarding compliance with the provisions of New York State Finance Law and Articles 15-A and 17-B of the New York State Executive Law concerning Minority and Women Owned Business Enterprises and Service Disabled Veteran Owned Businesses respectively; and

WHEREAS, amendments to the Procurement Policy in this regard have been proposed by Authority management (the “**Proposed Amendments**”) and circulated to the Board of the Authority for review and consideration, and the Board of Authority has determined that the Proposed Amendments are appropriate and necessary.

NOW, THEREFORE, BE IT RESOLVED, that the Board of the Authority hereby adopts the Proposed Amendments, as reflected in the revised Procurement Policy attached hereto and made a part of this Resolution, effective immediately; and

BE IT FURTHER RESOLVED, that the Procurement Policy of the Syracuse Regional Airport Authority as amended be certified by the Secretary of the Authority and filed in the Offices of the Authority.

RESOLUTION ADOPTED

DATE: November ____, 2019

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

SIGNED: _____
Secretary

RESEARCH ANALYST (SRAA)

DISTINGUISHING FEATURES OF THE CLASS

The work involves responsibility for performing a variety of important professional functions in the operation of the Syracuse Regional Airport Authority. Under direct supervision of the Director of Communications, Marketing, and Air Service Development, an employee in this class is responsible for providing management-level support to multiple departments specific to research and data analysis, with a focus on key performance indicators (KPIs), air service development, advertising, industry market information, airport operations, census information, and local/regional business information, and other areas specific to the business operations of Syracuse Hancock International Airport. Work is performed with considerable leeway for independent action and judgment. Direct supervision is not a regular occurring function of this position. Does related work as required.

TYPICAL WORK ACTIVITIES

Manage Authority and Airport research projects from initial development to implementation of recommendations,

Leads or participates in administrative working groups, and multi-department level projects through research, collection, input, and formatting data and information, drafting, and editing correspondence, reports, spreadsheets, charts, and other administrative documents.

Research, translate, and create studies and reports based on the Airport's catchment area including, but not limited to: census data, migration/retirement data, real estate data, income-related data

Research, local businesses and organizations to help create business cases based on set of defined data points including type of workforce, travel needs and habits, average salary of workforce, number of offices, connections to other cities/countries

Conduct research on airline route development, and industry trends and patterns, using aviation market intelligence data

Research and data development on airport operations metrics

Respond to requests for information related to statistical, technical, operational, and administrative data

Monitor advertising performance and metrics

Monitor financial performance and key performance indicators for concessions

Prioritizes conflicting needs; handles matters expeditiously, proactively, and follows-through on projects to successful completion, often with deadline pressures.

Provides information for board packages, press releases, and other Authority documents and publications to include reports, statistical tables, charts and graphs

Makes recommendations to management based on the research data collected and analyzed and in alignment with the Authority's business objectives

FULL PERFORMANCE KNOWLEDGES, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS

Ability to collect data, critically examine and interpret the data, develop and communicate conclusions and recommendations clearly

Strong organizational skills that reflect ability to perform and prioritize multiple tasks seamlessly with excellent attention to detail

Ability to produce accurate information by typing, transcribing, formatting, inputting, editing, retrieving, copying, and transmitting text, data, and graphics.

Thorough knowledge of modern business office policies, procedures, and standards.

Expert level written and verbal communication skills.

Strong interpersonal skills, with the ability to build healthy working relationships with a variety of constituents, including vendors, concessionaires, airlines, as well as management and co-workers.

Ability to maintain constituent confidence and protect operations by keeping information confidential.

Ability to work independently, anticipating the needs of management and being proactive in areas where delegated responsibility

Highly resourceful team-player, with the ability to also be extremely effective independently
Ability to achieve high performance goals and meet deadlines in a fast paced environment.
Strong computer/technical skills and ability to learn and use new programs as needed.
Proficiency in Microsoft Office Suite (Outlook, Word, Excel, and Power Point), Adobe Acrobat.
Proficient in advanced Excel, including the ability to create charts and formulas from set data points

MINIMUM QUALIFICATIONS

A. Graduation from a regionally accredited college or university or one accredited by the New York State Board of Regents to grant degrees with a Master's Degree and two (2) years of professional level work experience, or its part time equivalent, in research and data analysis, and project management;

A. Graduation from a regionally accredited college or university or one accredited by the New York State Board of Regents to grant degrees with an Bachelor's Degree and four (4) years of professional level work experience, or its part time equivalent, in research and data analysis, and project management.

10/2019 Date of Original Composition

DRAFT

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 THE CREATION OF THE POSITION
OF RESEARCH ANALYST 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 Research Analyst for providing management level support to multiple departments specific to research and data analysis, and 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 creates the position of Research Analyst and 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: Research Analyst; 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: NOVEMBER ____, 2019

VOTE: Ayes ____ Nays ____ Abstentions ____

SIGNED: _____
Secretary

MEMORANDUM OF AGREEMENT

Made this 12th day of August, 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 January 1, 2020; 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 four and one-half (4.5) year term, January 1, 2020 through June 30, 2024.
2. Hourly wage rates for the first six months 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 January 1, 2020 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.

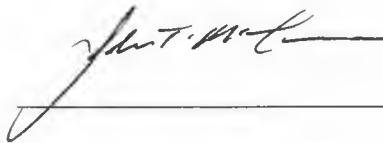
SYRACUSE REGIONAL AIRPORT
AUTHORITY

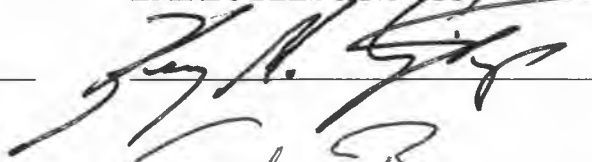
COUNCIL 66 AND ITS AFFILIATE
LOCAL UNION 400 OF THE
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL
EMPLOYEES AFL-CIO

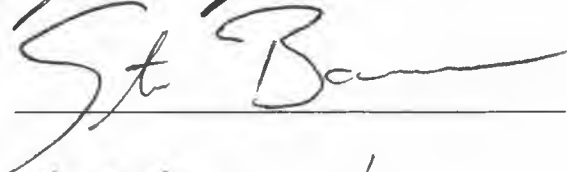


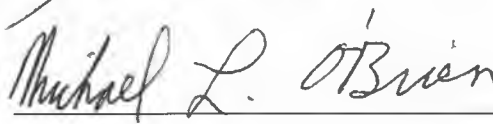


















John R. 8/12/19

[Handwritten signature] 8/12/19

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 January 1, 2020.

	<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.

[Handwritten signature] 8/12/19

[Handwritten signature] 8/12/19

APPENDIX B

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

	<u>1/20-6/20</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%
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	9.90	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. ... 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 *AL 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.

John A. G. 11/15/19
Cristina Colahan
11/15/19

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 JL 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. S. P. 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 H. [Signature] 1/25/19
Christina [Signature] 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.

ARTICLE 7
SPECIAL EMPLOYEE GROUPS

John A. Gray 4/30/19
John A. Gray 4/30/19

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.

Christina Coulakou 1/15/19
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
3 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. St. 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. [Signature] 4/30/19
[Signature] 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. SFB 2/15/19
Christina 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.

Ray M. Giff 2/15/19
Christina Adelaar
2/15/19

ARTICLE 14
UNPAID LEAVES

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. G. 4/4/19

John R. 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.

J. L. 5/29/19

John M. Stone 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 Colahan
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.

John M. G. 2/15/19
Christina 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.

John M. G... 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.

[Handwritten signature]

8/12/19

[Handwritten signature]

2/12/19

ARTICLE 23

TERMINATION AND MODIFICATION

This Agreement shall be effective as of the 1st day of January 2020, 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.

John R. 8/12/19

[Handwritten signature] 8/12/19

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 January 1, 2020.

	<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.

John C. 8/12/19

Ray A. Sog 8/12/19

APPENDIX B

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

	<u>1/20-6/20</u>	<u>7/20-6/21</u> 10.0%	<u>7/21-6/22</u> 10.0%	<u>7/22-6/23</u> 10.0%	<u>7/23-6/24</u> 10.0%
Percentage Inc.					
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	9.90	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... 5/17/19
John L. 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.

[Handwritten signature] 5/17/19
6
[Handwritten signature] 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.

8/11/19

8/12/19

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 January 1, 2020 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 June 30, 2020 may retain the right to transfer to employment with the Authority after January 1, 2020 credited with years of service with the City for all purposes provided that:

- a. they have submitted, on or before December 31, 2019, a formal notice of such intent to retire, and
- b. they transfer to employment with the Authority on or before June 30, 2020.

J. L. 8/12/17

[Signature] 8/12/17

APPENDIX F

Memorandum of Agreement

Re: Vacation

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 January 1, 2020 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 December 31, 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 2020-2024 collective bargaining agreement between the Authority and the Union will become effective July 1, 2020.

**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 four and one-half (4.5) year Collective Bargaining Agreement, January 1, 2020 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 September 17, 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 four and one-half (4.5) year Collective Bargaining Agreement, from January 1, 2020 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 January 1, 2020,

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 four and one-half (4.5) 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 January 1, 2020, including but not limited to obtaining the consent of the Mayor of the City of Syracuse.

RESOLUTION ADOPTED

DATE: November __, 2019

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

SIGNED: _____
Secretary



**Finance Committee Meeting Minutes
October 11, 2019
11:00 a.m.**

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, October 11, 2019.

The Meeting was called to order by Dr. Chin at 11:00 a.m.

I. Roll Call:

In attendance: Dr. Shiu-Kai Chin, Mr. William P. Fisher, Mr. Mike Lazar, Mr. Robert Simpson (11:10am) Ms. Jo Anne Gagliano, Mr. John Johnson, Mr. Jason Terreri, Mr. John Carni, Mr. Trent Amond, Ms. Maureen Fogarty, and Ms. Joanne Clancy

II. Review and approval of minutes from previous meeting:

Mr. Lazar made a motion to approve the minutes from the previous meeting on May 10, 2019 and Ms. Gagliano seconded that motion.

III. New Business

A. Procurement Policy review: Mr. Terreri mentioned that there are NYS requirements that are not reflected in our current procurement policy. Mr. Amond mentioned we spoke to our MWBE/SDVOB consultant, Ed Wilson, from OMNI Procurement Solutions. He helped us update our procurement policy per article 15A and 17B as it relates to the MWBE/SDVOB procurement opportunities. We have updated the policy to remain flexible and continue to be a living document to reflect the changes of the state regulations. This is not intended to be a blanket authority to give any procurement to an MWBE or SDVOB, this is not the intent of the document. We will use independent means to document the legitimacy of the price of the product or service to determine it is in fact a competitive price or best value. There was discussion regarding if this affected goods and services as well as professional services which this policy does. Ms. Gagliano made a motion to accept the draft procurement policy and Mr. Simpson seconded that motion.

- B. Employee Travel and Credit Card Use Policy: Mr. Amond spoke of the internal procedure of our current credit card policy. Mr. Amond mentioned that Ms. Fogarty recently read about an audit conducted on Seneca Falls, the Audit mentioned that their controls were lax in their credit card policies. With this knowledge, we are adding this proposal to our procedures. This is not new, this is what we have been doing, but we wanted to put this information in writing and make it clear. If someone needs to buy \$8 worth of screws, it would cost more money to generate a purchase order and write a check than to use the credit card. In addition, if someone is traveling on authority business, the card will handle the expenses that are incurred offsite. These are the two primary uses of the credit cards. Any credit card that is issued is approved by the Executive Director. Any credit card lost or stolen must be reported so it can get cancelled. Regarding utilization, credit cards may be used for purchases that are properly approved under the Authority's approval process. These statements are reconciled on a monthly basis when we get the credit card statement they are issued to the person who holds the credit card. Ms. Fogarty's office makes sure we do not get any late charges or fees. Mr. Fisher asked if the Auditors have ever looked at our controls and if not, should they? Mr. Terreri mentioned that we definitely will ask them do this for our next audit.
- C. Directors Report: Mr. Terreri mentioned that the Directors report will be going out on a monthly basis. It is focused on 3 areas and is a living document. He mentioned that the first is the Financial Highlights. We are budgeting for the first time on a monthly basis. Every month we are going to track a rolling CPE which is our "Cost per Enplanement" (Revenue divided by number of enplanements – cost to board a person at the airport) which is a metric that is important to airlines as they start to evaluate markets. It is also a good benchmark for us to have an idea on where we compare in terms of other airports. Our goal is to lower our CPE, because this is what is driving our air service and our competitive outlook for the airport. Our CPE is about \$12-\$13 per enplaned passenger. For an airport our size, our CPE is high. On a per passenger range, we want to be in the \$7.00 range. Mr. Terreri went over the highlights on Operations and Maintenance portion of the monthly Management Report. We have heard from Customs and Border Protection that they have had to deny international charters because we don't have the correct equipment. We are looking into that now. Mr. Lazar asked if Gate 15 was set up for Customs. Mr. Terreri mentioned C&S did a study in 2018, it was going to be 2.6 – 3 million to complete this concept to create an FIS because it requires baggage and some other functions. It can be done but was never actioned. The last item on the Director's Report was Passenger/Airline Metrics which is budgeted vs. actual.

Key accomplishments will also be included at the bottom of the Monthly Management Report: Local 400 is coming over to the Syracuse Regional Airport Authority's management on January 1, 2020. An out-brief was completed October 10th for the annual Part 139 Airport inspection. We will have the initial report in 10 days. The FAA was very pleased with how the inspection came out. Mr. Fisher mentioned there was an issue that had to do with Security and badging challenges last year. Mr. Carni spoke to this and pointed out that was a different report. This was for the Part 1500 security requirements, which was recently concluded for 2019 and it went very well. They were pleased with the progression that we

made from the year before and we are hitting all of our goals and we are going in the right direction. Mr. Terreri said that he will be sending the SRAA Director's Report out monthly and if there is information that members would like to see on here, please let him know. The goal of it is so the Board has insight into what is going on in the airport and there can be an open line of communication.

Mr. Terreri mentioned that we included a review of our Investment Guidelines which is an annual requirement that we must review the Reports with the committees and Board. They are included in the packet and will be brought to the Board in November. Mr. Simpson asked "if we don't have any investments, what do we do with our cash?" Mr. Amond replied that it is in the bank where it is fully collateralized.

IV. Executive Session:

Dr. Chin invited a motion to go into Executive Session to discuss "matters pertaining to: (1) proposed, pending or current litigation; (2) the financial, credit and employment history of particular persons or corporation; and (3) a proposed lease of real property by the Authority.

No action was taken.

V. Adjournment:

Dr. Chin asked for a motion to adjourn at 12:30 and Mr. Lazar made a motion and Mrs. Gagliano seconded that motion.



Human Resources Committee Meeting Minutes

October 17, 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, October 17, 2019.

The meeting was called to order at 10:02 a.m. by Chair Michael Lazar.

I. Roll Call

In attendance:

Chair Michael Lazar
Dr. Shiu-Kai Chin
Ms. Jo Anne Gagliano
Mr. Damian Ulatowski

Staff:

Mr. Jason Terreri
Mr. Trent Amond
Ms. Debi Marshall
Ms. Kristine Carson

Consultants

Mr. Steven Baldwin, Steven Baldwin Associates, LLC
Ms. Lisa Belt, Steven Baldwin Associates, LLC -via phone conference

Absent:

Mr. William Fisher
Councilor Latoya Allen
Hon. Michael Quill

II. Approval of Minutes from Previous Meetings

Mr. Lazar made a motion to accept the minutes from the previous meeting of July 25, 2019, with a second from Ms. Gagliano, the motion carried unopposed.

III. New Business

A. Research Analyst

Ms. Marshall explained to the committee that there is a new position, Research Analyst, which the Authority would like to create and fill. Director Terreri explained that we currently have an employee who analyzes marketing data at this time but that is just part of her current position, and there is a need for a full-time research analyst to analyze and report on data for

all departments. He pointed out that the Authority would save on consultant fees. A discussion ensued regarding the merits of this change. Mr. Lazar invited a motion to recommend approval of this position to the SRAA Board, and Dr. Chin seconded. The motion was unanimously carried.

B. Flexible Work Schedule Policy

Ms. Marshall explained the interest in offering a flexible schedule policy to Executive and Administrative staff. At this time, the Authority allows some flexible scheduling, but would like to have a policy set in place. Ms. Marshall explained that they are considering two options, Compressed Work Week and Alternate Work Week. She gave some details to what each option would look like and what criteria had to be met to honor such request. She reiterated that it would be at the discretion of their supervisor, and could be cancelled at any time, as the Authority needs to make sure the operational efficiency of the airport is met. Ms. Marshall explained that the approval process per request would not need to go through the SRAA Board, it would be a policy set in place through the Employee Handbook which would allow for the Supervisor/Director to approve the request per employee. Mr. Ulatowski recommended briefing the SRAA Board at the next meeting. There was no objection.

C. Entertainment Policy

Executive Director Terreri expressed his interest in clarity of the Employee Handbook regarding the Authority's ability to purchase alcohol for business purposes only. Currently, the Handbook states no reimbursement to any Authority employee for alcohol purchased. Executive Director Terreri would like the ability to do so for the purpose of entertaining business opportunities. Examples of such entertainment would a bottle of wine at meals, but would not include an employee's per diem dinner and alcohol purchase. No board briefing is necessary, this is for clarifying and updating the SRAA Handbook.

D. Rest and Meal Breaks Policy

Ms. Marshall discussed enforcement of rest and meal breaks for non-exempt staff. No action needed to be taken by the committee.

IV. 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 10:27 a.m.

Executive Session ended at 11:15 a.m. No action was taken.

V. Adjournment

A motion to adjourn being made by Mr. Lazar and seconded by Dr. Chin the meeting adjourned at 11:19 a.m.