

**RESOLUTION APPROVING FIFTEEN PERCENT (15%) DESIGN
RECOMMENDATIONS FOR LANDSIDE IMPROVEMENT PROJECT FOR
SYRACUSE HANCOCK INTERNATIONAL AIRPORT**

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

WHEREAS, Section 2799-ggg (11) of the Enabling Act authorizes the Authority to enter into contracts, agreements and leases with the federal government, the state, the county, the city, any person or other public corporation and to execute all instruments necessary or convenient to accomplishing its corporate purposes which include the development, expansion, maintenance and operation of aviation facilities in Central New York in general and the Syracuse Hancock International Airport ("Airport") in particular; and

WHEREAS, the Authority previously engaged the aviation consulting firm of Landrum and Brown to undertake a landside improvement project study to determine necessary and/or recommended changes to landside operations and/or facilities at the Airport (the "Landside Improvement Project" or "Project");

WHEREAS, Landrum and Brown has advanced the Landside Improvement Project to the fifteen (15) percent design level;

WHEREAS, Landrum and Brown made a detailed presentation of the Landside Improvement Project at the 15% design level and its recommendations for future advancement of the Landside Improvement Project to the Board at a Special Meeting of the Board held on July 10, 2023;

WHEREAS, Landrum and Brown responded to various questions posed by the Board and Authority Management at the Special Meeting concerning the current 15% design level of Landside Improvement Project report and recommendations for further advancing the Project.

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

RESOLVED, by the Board of the Syracuse Regional Airport Authority that the Landrum and Brown 15% Landside Improvement Project report and recommendations are hereby accepted, and it is further

RESOLVED, that the Executive Director, is hereby authorized to advance the Landside Improvement Project to the next phase, consisting of the necessary design-build and/or design-bid-build procurements to undertake and complete the following: 1) advancement of the CONRAC Facility; 2) necessary Airport access road(s) re-routing and construction; 3) construction of needed surface lot parking spaces/areas to replace those that will be lost due to demolition of the existing parking garage; 4) demolition of the existing parking garage; and 5) construction of a new parking garage, all as recommended in the 15% design level Landside Improvement Project report up to the maximum sum of \$190,000,000 with any additional amounts/scope of work to be separately approved by further resolution of the Board.

Resolution Adopted Date: July 10, 2023.

Vote: Ayes 7 Nays: 0 Abstentions: 0

Signed: 
Secretary

**RESOLUTION AUTHORIZING COLLECTIVE BARGAINING
AGREEMENT BETWEEN SRAA AND AFSCME LOCAL 1773A**

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 is a party to a collective bargaining agreement with Council 66 and its affiliate Local Union 1773A of the American Federation of State, County and Municipal Employees AFL-CIO ("AFSCME Local 1773A") with a term of July 1, 2018 to June 30, 2023 ; and

WHEREAS, the Authority and AFSCME Local 1773A, by their representatives, previously entered into negotiations for a Collective Bargaining Agreement to establish terms and conditions of employment for the period July 1, 2023 to June 30, 2026; and

WHEREAS, as the result of good faith bargaining between the Authority and AFSCME Local 1773A, the parties' representatives have entered into a Memorandum of Agreement dated June 21, 2023 establishing terms and conditions of employment pursuant to a three (3) year Collective Bargaining Agreement, July 1, 2023 to June 30, 2026, subject to ratification by both parties; 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

pursuant to a three (3) year Collective Bargaining Agreement, from July 1, 2023 to June 30, 2026, to be in the best interests of the Authority; and

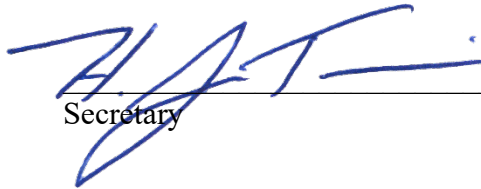
WHEREAS, the Authority has informed AFSCME Local 1773A that upon approval of the Memorandum of Agreement by both parties it would become effective July 1, 2023,

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 three (3) year Collective Bargaining Agreement with AFSCME Local 1773A 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.

Resolution Adopted Date: July 10, 2023

Vote: Ayes 7 Nays 0 Abstentions 0

Signed:


Secretary

MEMORANDUM OF AGREEMENT

Made this 21st day of June, 2023 by and between Syracuse Regional Airport Authority (hereinafter referred to as “the SRAA”) and Council 66 and its affiliate Local Union 1773A of the American Federation of State, County and Municipal Employees AFL-CIO (hereinafter referred to as “the Union”).

The SRAA and the Union agree to a three (3) year Collective Bargaining Agreement, for the period July 1, 2023 through June 30, 2026, upon the following modifications to their 2018-2023 Collective Bargaining Agreement:

1. Hourly wage rates for the first year of the Collective Bargaining Agreement including certain market rate adjustments are set forth in Appendix A (attached), which reflect the following increases to existing wage rates in subsequent years of the Agreement:

- Effective July 1, 2023: Five percent (5%) increase
- Effective July 1, 2024: Four percent (4%) increase
- Effective July 1, 2025: Four percent (4%) increase

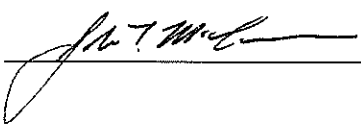
2. The SRAA will continue to offer the OCEBA Plan M Medical and will also offer OCEBA Plan K and OCEBA Plan H2, along with Dental and Vision plans available through UnitedHealthcare, to all bargaining unit employees. Employee health insurance contributions during each year of the Collective Bargaining Agreement are set forth in Appendix B (attached). An employee electing coverage under the high deductible OCEBA Plan H2 will be given the opportunity to establish a Health Savings Account which the SRAA will fund at the following levels: Individual coverage - \$2,000 per year (\$500 per quarter); Family coverage - \$4,000 per year (\$1,000 per quarter).

3. Additional revisions in terms and conditions of employment as agreed upon by the parties are set forth in the attached revised Articles and Appendices of the Collective Bargaining Agreement, to take effect July 1, 2023 unless otherwise noted.

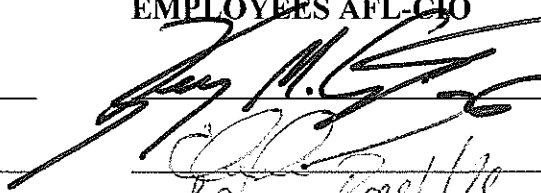
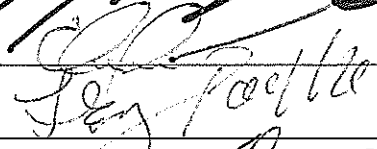
4. This Memorandum of Agreement is subject to ratification both by members of the Local 1773A bargaining unit and by voting members of the SRAA. The undersigned representatives of the parties agree to endorse fully and recommend ratification of the terms of this Agreement.

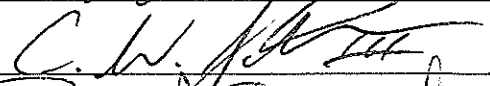
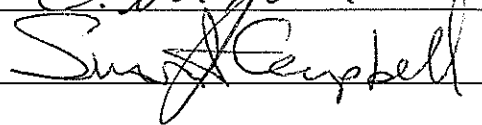
**SYRACUSE REGIONAL AIRPORT
AUTHORITY**





**COUNCIL 66 AND ITS AFFILIATE
LOCAL UNION 1773A OF THE
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL
EMPLOYEES AFL-CIO**

AGREED
6/21/23
JML JTY

Appendix A
Wage Schedule

7/1/2023-6/30/2024

Job Classification	0-5yrs	5-10yrs	10-15yrs	15-20yrs	20+yrs
Terminal Crew Leader (Custodial Crew Leader)	25.74	26.22	26.80	27.50	28.23
Airfield Crew Leader (Airport Maintenance Crew Leader)	27.56	28.02	28.61	29.33	30.06
Heavy Equipment Mechanic Crew Leader	29.66	30.08	30.61	31.34	32.08

7/1/2024 - 6/30/2025

Job Classification	0-5yrs	5-10yrs	10-15yrs	15-20yrs	20+yrs
Terminal Crew Leader (Custodial Crew Leader)	26.76	27.27	27.87	28.60	29.36
Airfield Crew Leader (Airport Maintenance Crew Leader)	28.67	29.15	29.76	30.50	31.26
Heavy Equipment Mechanic Crew Leader	30.85	31.29	31.83	32.60	33.36

7/1/2025 - 6/30/2026

Job Classification	0-5yrs	5-10yrs	10-15yrs	15-20yrs	20+yrs
Terminal Crew Leader (Custodial Crew Leader)	27.84	28.36	28.98	29.74	30.54
Airfield Crew Leader (Airport Maintenance Crew Leader)	29.81	30.31	30.95	31.72	32.51
Heavy Equipment Mechanic Crew Leader	32.08	32.54	33.11	33.90	34.70

*Wage rates based on years as Authority Crewleader

** Civil Service title in parentheses

AGREED
6/21/23
JML JBY

Appendix B
Health Insurance Rates

1773A Health Insurance Rates								
	7/2023 per mo.	7/2023 per week	1/2024 per mo.	1/2024 per week	7/2024 per mo.	7/2024 per week	7/2025 per mo.	7/2025 per week
<u>Medical (Plan M)</u>								
Individual	157.80	36.42			165.80	38.26	173.80	40.11
Family	346.30	79.92			362.30	83.61	378.30	87.30
<u>Medical (Plan K) eff 1/1/24</u>								
Individual			141.36	32.62	155.50	35.88	171.05	39.47
Family			319.56	73.74	351.52	81.12	386.67	89.23
<u>Medical (Plan H2) eff 1/1/24</u>								
Individual			91.36	21.08	100.50	23.19	110.55	25.51
Family			219.56	50.67	241.52	55.73	265.67	61.31
<u>Dental</u>								
Individual	8.70	2.01			9.57	2.21	10.53	2.43
Family	17.86	4.12			19.65	4.53	21.62	4.99
<u>Vision (new plan eff 1/1/24)</u>								
Individual	1.27	0.29	1.58	0.36	1.74	0.40	1.91	0.44
Family	2.74	0.63	3.42	0.79	3.77	0.87	4.14	0.96
<u>Total Cost to Employee (Plan M)</u>								
Individual	167.77	38.72	168.08	38.79	177.11	40.87	186.24	42.98
Family	366.90	84.67	367.59	84.83	385.72	89.01	404.06	93.24
<u>Total Cost to Employee (Plan K)</u>								
Individual			151.64	34.99	166.81	38.49	183.49	42.34
Family			340.85	78.66	374.93	86.52	412.43	95.18
<u>Total Cost to Employee (Plan H2)</u>								
Individual		-	101.64	23.46	111.81	25.80	122.99	28.38
Family		-	240.85	55.58	264.93	61.14	291.43	67.25

Plan H2 includes Employer-Funded HSA

Individual - \$2,000 yr/\$500 qtr

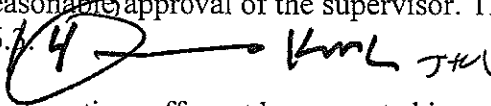
Family - \$4,000 yr/\$1,000 qtr

Agreed
6/21/23
KML JKL

SRAA/1773A

11.6 COMPENSATORY TIME

11.6.1 An employee 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 overtime opportunity 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.

11.6.2 Effective January 1, 2024, an employee may only add to the bank a maximum of eighty (80) hours of compensatory hours per calendar year (January to December). 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 eighty (80) hours. An employee may request to utilize up to forty (40) hours of compensatory time as paid time off to be used subject to the reasonable approval of the supervisor. The remaining hours are subject to payout per section 11.6.1. 

11.6.3 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.

11.6.4 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.

Agreed
6/21/23
JTM

SRAA/1773A

11.2 HOLIDAY WORK

Crewleaders who perform work on a holiday designated by the contract shall receive time and one-half their regular hourly rate for all work performed for eight or less hours. This premium pay for work actually performed on a holiday shall be in addition to any holiday allowance for which the Crewleader may be eligible. However, should a Crewleader work beyond eight hours on any designated holiday, such Crewleader shall receive a premium rate of one and three-quarter ($1 \frac{3}{4}$) times his/her regular rate of pay for all hours worked beyond eight hours on such holiday. Should a Crewleader be called into work on a regularly scheduled day off on any designated holiday, such Crewleader shall receive a premium rate of one and three-quarter ($1 \frac{3}{4}$) times his/her regular rate of pay for all hours worked. It is understood that there shall be no additional holiday allowance paid for work beyond the eight hours on any of the designated holidays listed per Article 17.1.

*Amend
6/6/23
JTH*

SRAA/1773A

**ARTICLE 10
SHIFT DIFFERENTIAL**

10.1 SHIFT DIFFERENTIAL

In addition to the established wage rates, the Authority shall pay an hourly premium of sixty (60) cents to employees for all hours worked between 3:00 p.m. and 7:00 a.m.

Agreed
5/11/23
HML
JTH

SRAA/1773A

**ARTICLE 18
VACATIONS**

18.1 VACATION PERIOD AND ELIGIBILITY

The vacation period shall begin on July 1 of a given year and end on June 30 of the following year. To be eligible for a vacation, a Crewleader must have had earnings in at least half the payroll periods in the twelve (12) months prior to the July 1 in question. In the case of a Crewleader with less than twelve (12) months of continuous service, this requirement will be met if the Crewleader has had earnings in at least half of the payroll periods since the commencement of his/her employment.

18.2 VACATION ENTITLEMENT

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

Seniority as of July 1 Vacation

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
14 years or more	3 weeks + 4 days
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 + 4 days
25 years or more	5 weeks

18.3 VACATION PAY

One week's vacation shall consist of five (5) working days off. One week's vacation pay shall equal forty (40) hours pay at the Crewleader's regular straight-time rate of pay,

18.4 TIME OF VACATION

18.4.1 Insofar as practicable, vacations will be granted at the time most desired by the Crewleader. Where it is necessary to limit the number of Crewleaders on vacation at a given time, preference will be given on the basis of bargaining unit seniority.

18.4.2 If a Crewleader has not used or scheduled his/her unused vacation by April 1st, the Authority shall notify the Crewleader to utilize such vacation prior to the end of the vacation period ending June 30th.

18.4.3 A Crewleader may carry over up to twenty (20) unused days of vacation to the following vacation period. A Crewleader may request up to ten (10) of those unused vacation days to instead be paid out to the Crewleader. The vacation payout will be calculated at the Crewleader's regular rate of pay as of June 30th. The Crewleader must be an active employee as of June 30th to be eligible for the vacation payout.

18.5 VACATION ENTITLEMENT NOT USED

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

18.6 WORK DURING VACATION

Except in cases of emergency, no Crewleader shall be required to work during his/her regularly scheduled vacation period. Any Crewleader who is required to work on his/her vacation period because of an emergency shall have the option of receiving time and one half (1 ½) for any regular hours worked and the regular vacation pay for the day or time and one-half (1 ½) for any regular hours worked and a day in lieu of the vacation day lost. If either option is chosen, two and one-half (2 1/2) times his/her regular rate will be paid for all hours in addition to his/her regular hours.

Approved
5/11/28
ml
JTH

13.6 Union Leave

Two (2) members of the Union elected to attend a function of the International Union or other subordinate body such as conventions, half-day monthly Executive Board meetings or educational conferences shall be allowed time off without loss of pay not to exceed an aggregate of twenty (20) days in any one year. Notice will be provided to the department head or his/her designee in writing two weeks prior to the date(s) to be taken. In the event such prior notice cannot be given, any such leave shall be at the discretion of the Executive Director or his/her designee.

Agreed
4/27/23
KML
STM

1773A/SRAA

ARTICLE 13 PAID LEAVES

13.1 FAMILY SICKNESS AND DEATH

13.1.1 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. 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 1 to 1 ratio.

13.1.2 Death. Each employee in this bargaining unit shall be granted ten (10) consecutive work days off for the death of a parent, spouse, or child. Each employee shall be granted four (4) consecutive work days off for each death in the employee's family defined as sister, brother, grandparents, grandchildren, father/mother-in-law, brother/sister-in-law, son/daughter-in-law. In the event of death of an employee's 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.

13.1.3 Pregnancy Loss Leave. Female employees covered by this Agreement who experience a pregnancy loss due to miscarriage, ectopic pregnancy, molar pregnancy, or stillbirth shall be permitted five (5) consecutive work days off without loss of pay. If the employee is the other expectant parent, one (1) work day off without loss of pay shall be permitted. Documentation by a health care provider may be required.

13.1.4 Maternity/Paternity and Paid Family Leave. *KML STM* Employees covered by this agreement are eligible for maternity and paternity leave as outlined in Appendix XX, and New York State Paid Family Leave as outlined in Appendix XX.

13.2 PERSONAL LEAVE

Crewleaders covered by this Agreement shall be permitted three (3) personal leave days each year, non-cumulative. Arrangements for the use of such time off shall be made by the Crewleader in writing at least twenty-four (24) hours in advance, except in case of emergency (i.e., substantial and compelling reason which was not reasonably foreseeable). Such leave shall be granted without loss of pay and shall not be deducted from vacation accruals or any other leave benefit.

13.3 JURY DUTY

All Crewleaders covered by this Agreement shall be granted a leave of absence at any time they are required to report for jury duty or service. Each scheduled work day missed because of jury duty shall be compensated at the rate of eight (8) times the Crewleaders regular straight-time hourly rate of pay less any monies received as juror fees or pay.

13.4 CIVIC DUTY

Crewleaders subpoenaed to appear before a court or other public body on any matter not related to their work and in which they are not personally involved as 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.

13.5 MILITARY SERVICE LEAVE

In the case of a Crewleader 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.

13.6 UNION LEAVE

Two (2) 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 without loss of pay not to exceed an aggregate of twenty (20) days in any one year. Notice will be provided to the department head or his/her designee in writing two weeks prior to the date(s) to be taken. In the event such prior notice cannot be given, any such leave shall be at the discretion of the Executive Director or his/her designee.

13.7 ATTENDANCE AT COMPENSATION HEARINGS

A Crewleader shall receive time off with pay to attend a Workers' Compensation hearing in which s/he is the subject of such hearing pursuant to the following:

- a. the Crewleader must produce notice of such hearing to his/her Supervisor no less than twenty-four (24) hours in advance of the scheduled hearing date;
- b. the Crewleader whose regular work shift begins at 6 a.m. or later shall be excused from work that day in order to attend the hearing;
- c. the Crewleader whose regular shift begins at 10 p.m. or later shall be excused from work four (4) hours prior to the end of such work shift to attend the hearing;
- d. the Crewleader whose regular work shift begins at 3 p.m. or later shall be excused from work up to four (4) hours from the start of such shift to attend the hearing;
- e. the release times stated in (c) and (d) above, may only be changed by mutual agreement between the Crewleader and his/her Supervisor.

This section shall only apply if the Crewleader was regularly scheduled to work the day of the hearing and would have worked such day but for his/her attendance at the Workers' Compensation hearing.

13.8 VOLUNTEER LEAVE

Employees covered by this agreement are eligible for paid volunteer leave as outlined in Appendix XX.

1773A/SRAA

Appendix XX.

MATERNITY/PATERNITY LEAVE

The Syracuse Regional Airport Authority will provide up to 12 weeks of paid maternity/paternity leave ("parental leave") to employees following the birth of an employee's child or the placement of a child with an employee in connection with adoption or foster care. The purpose of paid parental leave is to enable the employee to care for and bond with a newborn or a newly adopted or newly placed child. This policy will run concurrently with Family and Medical Leave Act (FMLA) leave, Short-term Disability, and NYS Paid Family Leave, as applicable. This policy will be in effect retroactively for births, adoptions or placements of foster children occurring on or after January 1, 2021.

1. Eligibility

Employees must meet the following criteria to be eligible for the Authority's paid parental leave:

- a. Regular work schedule of 20 or more hours per week are eligible after 26 weeks of employment; and
- b. Has given birth to a child; or
- c. Has a spouse or committed partner who has given birth to a child, and the employee is the biological parent or legal guardian of the child; or
- d. Has adopted a child or been placed with a foster child (in either case, the child must be age 17 or younger). The adoption of a new spouse's child is excluded from this policy.

Temporary employees and paid interns are not eligible for parental leave.

2. Amount, Time Frame and Duration of Paid Parental Leave

Eligible employees will receive a maximum of 12 weeks of paid parental leave per birth, adoption or placement of a child/children. The fact that a multiple birth, adoption or placement occurs (e.g., the birth of twins or adoption of siblings) does not increase the 12-week total amount of paid parental leave granted for that event. In addition, in no case will an employee receive more than 12 weeks of paid parental leave in a rolling 12-month period, regardless of whether more than one birth, adoption or foster care placement event occurs within that 12-month time frame.

Each week of paid parental leave is compensated at 100 percent of the employee's regular, straight-time weekly pay. Paid parental leave will be paid on a weekly or biweekly basis on regularly scheduled pay dates in accordance with the employee's regular pay period.

Approved paid parental leave may be taken at any time during the 12-month period immediately following the birth, adoption or placement of a child with the employee. Paid parental leave may not be used or extended beyond this 12-month time frame.

Employees must take paid parental leave in full day increments based on the employee's standard work day, and must use all paid parental leave during the 12-month time frame indicated above. Any unused paid parental leave will be forfeited at the end of the 12-month time frame.

Upon termination of the individual's employment at the company, he or she will not be paid for any unused paid parental leave for which he or she was eligible.

3. Coordination with Other Policies

In the event of an employee who has given birth, the 12 weeks of paid parental leave will run concurrently with any short-term disability leave/benefit and/or NYS Paid Family Leave benefit provided to the employee for the employee's own medical recovery following childbirth.

If an employee is approved for short-term disability and/or NYS Paid Family Leave benefits, the Authority will pay the difference between what the employee earns from DBL and/or PFL and the employee's standard salary, not including overtime, not to exceed 12 weeks in combined benefits.

Paid parental leave taken under this policy will also run concurrently with leave under FMLA, when eligible; thus, any leave taken under this policy that falls under the definition of circumstances qualifying for leave due to the birth or placement of a child due to adoption or foster care, the leave will be counted toward the 12 weeks of available FMLA leave per a 12-month period. All other requirements and provisions under the FMLA will apply. In no case will the total amount of leave—whether paid or unpaid—granted to the employee under the FMLA exceed 12 weeks during the 12-month FMLA period. Please refer to the Family and Medical Leave Policy for further guidance on the FMLA.

After the paid parental leave is exhausted, the balance of FMLA leave (if applicable) will be compensated through employees' accrued sick, vacation and personal time, or any other eligible leave. Upon exhaustion of said leave, any remaining leave will be unpaid leave. Please refer to the Family and Medical Leave Policy for further guidance on the FMLA.

The Authority will maintain all benefits for employees during the paid parental leave period just as if they were taking any other company paid leave such as paid vacation leave or paid sick leave.

If an Authority holiday occurs while the employee is on paid parental leave, such day will be charged to holiday pay; however, such holiday pay will not extend the total paid parental leave entitlement.

If the employee is on paid parental leave when the Authority offers administrative leave (known as an "admin day"), that time will be recorded as paid parental leave. Administrative leave will not extend the paid parental leave entitlement.

An employee who takes paid parental leave that does not qualify for FMLA leave will be afforded the same level of job protection for the period of time that the employee is on paid parental leave as if the employee were on FMLA-qualifying leave.

Paid parental leave is not counted towards hours worked for the purpose of computing overtime.

4. Requests for Paid Parental Leave

The employee will provide his or her supervisor and the human resource department with notice of the request for leave at least 30 days prior to the proposed date of the leave (or if the leave

was not foreseeable, as soon as possible). The employee must complete the necessary HR forms and provide all documentation as required by the HR department to substantiate the request.

As is the case with all Authority policies, the organization has the exclusive right to interpret this policy.

1773A/SRAA
Appendix XX
New York State Paid Family Leave

1. Overview

New York State Paid Family Leave (PFL) benefits provided through the Authority's statutory disability carrier are available to all eligible employees, and guarantees the following when leave is taken due to caring for a new born child/adopted child with 12 months of birth/placement, caring for a family member with a serious medical condition, or helping with family obligations when a family member is on active military duty:

- i. Wage replacement (see benefit schedule below)
- ii. Job protection upon return from PFL; and
- iii. Continuation of health insurance while out on PFL

2. Eligibility

- i. Employees with a regular work schedule of 20 or more hours per week are eligible after 26 weeks of employment.
- ii. Employees with a regular work schedule of less than 20 hours per week are eligible after 175 days worked.

3. Benefits

Paid Family Leave provides partial wage replacement only. Payments are subject to Social Security and tax withholding. The program is funded by employees through a minimal payroll deduction set by New York State.

The benefit schedule as assigned by New York State is listed below:

Benefit	Length of Leave
67% of average weekly wage	12 weeks

4. Use/Accrual of Paid Leave

Employees do not have to take all of their sick leave and/or vacation before using paid family leave. Employees may request to use sick or vacation leave for full pay while on leave, although it's not required. The combination of all benefits paid to an employee may not exceed the employee's regular earnings.

If the employee goes out on unpaid leave, the benefit will be paid directly to the employee. If the Authority continues to pay the employee while on PFL through the use of sick leave and/or vacation, the benefit will be paid to the Authority.

Employees will accrue paid time leave while out on PFL.

5. Family and Medical Leave Act (FMLA) Coordination

Where leave is taken for a reason specified for both FMLA and PFL, the Authority may designate the leave to be counted simultaneously against the employee's entitlement under both FMLA and PFL, with prior notice to the employee.

6. Claim Procedure

When an employee has a foreseeable situation, they should provide the Authority with 30 days advance notice of their intention to use Paid Family Leave, along with any required documentation. If the event was not foreseeable, the employee must notify the Authority as soon as practical.

It is the employee's responsibility to submit a completed claim package to the Authority's Paid Family Leave insurance carrier within 30 days of their first day of paid leave. The insurance carrier will process the claim and issue a determination within 18 days.

A claim form is available from Human Resources, the Authority's Paid Family Leave insurance carrier, or on the Paid Family Leave website.

7. Family Members as defined for the purposes of PFL as:

- i. Spouses
- ii. Domestic Partners
- iii. Children
- iv. Parents
- v. Parents-in-law
- vi. Grandparents
- vii. Grandchildren

8. Serious Health Condition

A Serious Health Condition as defined by the New York State PFL regulations includes an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential health care facility; or continuing treatment or supervision by a health care provider.

Ordinarily, conditions such as the common cold, the flu, earaches, upset stomach, minor ulcers, routine dental or orthodontia problems, periodontal disease, etc. do not meet the definition of a serious health condition.

9. Health Insurance Continuation

As with FMLA, employees taking leave under PFL are entitled to receive health benefits during the leave at the same level and terms of coverage as if they had been working throughout the leave. If applicable, arrangements will be made for employees to pay their share of health insurance premiums while on leave. In some instances, the Authority may recover premiums it paid to maintain health coverage for an employee who fails to return to work from PFL leave.

10. Job Restoration

An employee will be restored to the position held when the leave began or to a comparable position with comparable employment benefits, pay, and other terms and conditions of employment, provided he or she returns to work within the time period allowed.

The Authority will not discriminate or retaliate against employees for taking or inquiring about Paid Family Leave. For more information or to file a claim, contact the Director of Human Resources.

**1773A/SRAA
Appendix XX
Volunteer Leave**

The Authority encourages employees to become involved in their communities, lending their voluntary support to programs that positively impact the quality of life within these communities.

The following guidelines are for Authority employees who serve as volunteers in 501(c)(3) non-profit community programs that are either of personal interest or are corporate-sponsored initiatives.

Employees may take up to 16 hours of paid volunteer leave per calendar year, at four (4) hours of leave per quarter. Leave must be used in 4 hour (half day) increments; however, leave may be combined for a full day subject to approval. New hires earn a pro-rated amount starting at the beginning of the first full quarter of employment.

Unused Volunteer Leave does not carry over into the next calendar year.

Volunteer time must be requested at least one week in advance and when possible, should be regular and on a set schedule to help with the coordination of other work-related responsibilities.

Volunteer time should not conflict with the peak work schedule and other work-related responsibilities, create need for overtime, or cause conflicts with other employees' schedules.

Eligibility

Interested employees should have satisfactory performance or above, and cannot currently be on a performance improvement plan or on discipline for misconduct.

Employees must complete a Volunteer Leave request form and submit to their supervisor at least one week before the requested time off. The supervisor should consult with Human Resources with any questions or concerns before approving or denying the request. Approval is at the discretion of the employee's supervisor and HR.

Volunteer leave may not be used for organizations that discriminate based on race, religion, creed, color, sex, age, national origin/citizenship, disability, marital/familial status, sexual orientation, gender identity, domestic violence victim status, military status, genetic information, or any other status or condition protected by Federal, State, or local law.

Agreed
4/28/23
KML
JTM

1773A/SRAA

ARTICLE 21 PROTECTIVE CLOTHING

21.1 The Authority shall provide laundered work clothing to the following job titles: Airfield HEM Crewleader. Protective equipment such as safety glasses, hearing protection, safety vests, gloves, etc. will be provided to employees as required by their specific job duties.

21.2 Employees in the job title Terminal Crew Leader will be required to wear a solid color, black or gray shirt with SRAA logo, and khakis or blue jeans while working. For this purpose, the Authority will pay for and provide five (5) shirts with an Authority logo to each employee in this category each calendar year in the month of January. New hires will receive the shirts as soon as practicable. If a new hire's start date is between September and December, they will receive two shirts only the following January. The Authority will provide a reasonable number of replacement shirts (1-2) per year upon the employee providing a written request for the replacement to their supervisor which includes the reason why it needs to be replaced, and return the unusable shirt. Eligible reasons for replacement include but are not limited to stains that cannot be removed, rips or tears, and change in employee size. If the employee wants to purchase any additional shirts at their own expense beyond what is stipulated in this article, they may do so during times designated throughout the year by the Authority.

21.3 Each active member of this Collective Bargaining Unit who is not provided with work clothing will receive an annual stipend of \$300.00. Each active member of this Collective Bargaining Unit who is provided work clothing will receive an annual stipend of \$150.00. The annual stipend will be included in the regular payroll check issued on or near September 15th.

21.4 Each active member of this Collective Bargaining Unit will be provided a \$100.00 bootslip twice a year to be used to purchase safety boots or safety shoes as required by their specific job duties.

Agreed
4/13/23
JML

1773a/SRAA

6.

11.5. The Authority may provide Crewleaders with the opportunity to work overtime that otherwise would be done by members of the Local 400A bargaining unit in order to meet operational needs, when such work has been offered to and refused by Local 400A members on an overtime basis pursuant to the terms of the collective bargaining agreement between the Authority and Local 400A.

Agreed
4/13/23
JML

Agreed
4/13/23

1773A
ARTICLE 7
HOURS OF WORK

7.1 NORMAL WORK WEEK

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

7.2 NORMAL WORK DAY

The normal work day shall consist of eight (8) consecutive hours in a twenty-four (24) hour period commencing from the start of the employee's regular work shift, exclusive of a designated lunch period.

7.3 WORK SCHEDULES

7.3.1 Work schedules showing the shift assignments and starting times of Crewleaders shall be posted on departmental bulletin boards by the Friday preceding the work week involved. The assignment, once posted, shall not be changed for that work week unless emergency conditions require.

7.3.2 Crewleaders shall be given preference based on their bargaining unit seniority in shift assignments, whenever a change in shifts is affected. Such assignments shall be subject to the work requirements of the operation involved.

7.4 EMERGENCY OPERATIONS

It is understood that in emergencies, sections 7.1, 7.2 and 7.3 shall not apply.

7.5 NOTIFICATION TO AUTHORITY OF ABSENCE OR TARDINESS

In the event a Crewleader will be absent from, or late in reporting for, scheduled work, the Crewleader must notify his/her Division Head 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 at least one (1) hour prior to the Crewleader's scheduled starting time. If the Division Head is not present, notification will be given to his/her designee. Where the Crewleader is physically unable to return on the date s/he had reported as his/her expected date of return, s/he shall notify his/her Division Head prior to that date and state what his/her new expected return date is. This section shall not apply where because of a serious accident or hospitalization or other similar circumstances, it is physically impossible for the Crewleader to provide the required notice.

7.6 REPORTING LATE DUE TO WEATHER

Should a Crewleader be late in reporting for work because of extreme weather conditions, the lateness shall be excused. The Crewleader, however, must notify his/her Division Head in advance of his/her scheduled reporting time or as soon thereafter as possible.

Agreed
4/13/23 JTL

ARTICLE 2 CHECKOFF OF UNION DUES

2.1 CHECKOFF FORM

Any Crewleader may have the Authority deduct on a weekly basis an amount equal to that Crewleader's weekly union membership dues from such Crewleader's pay. This request for dues deduction must be signed by the Crewleader on the authorization form provided by the Union.

2.4 AMOUNT TO BE CHECKED OFF

The Union will certify in writing to the Authority the amount of its regular weekly dues to be deducted under the provisions of this Article, together with the name and address of the designated Union official to whom the dues money so deducted should be remitted by the Authority. Any changes in the amount of union dues to be deducted must be similarly certified by the Union in writing. Said changes shall not become effective until thirty (30) days following receipt by the Authority of such certification. Certifications shall be forwarded by the designated Union official by certified and electronic mail.

ARTICLE 5 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 which continues for a period of two years or more;
- (4) absence due to a disability incurred during the course of employment which extends beyond the period of leave provided as a reasonable accommodation to the Crewleader's disability or fifteen months, whichever is longer. Such a work-connected disability shall not break seniority provided the Crewleader is returned to work within five (5) working days after final payment of statutory compensation for such disability or after the end of the period used in calculating a lump sum payment;

- (5) absence due to a disability not incurred during the course of employment which extends beyond the period of leave provided as a reasonable accommodation to the Crewleader's disability or fifteen months, whichever is longer;
- (6) failure to return to work after recall from layoff;
- (7) failure to return to work at the expiration of a leave of absence;
- (8) failure to return to work after five consecutive days of no call/no shows.

ARTICLE 6 WORK FORCE CHANGES

6.1 PERMANENT VACANCIES

6.1.1 When a permanent job vacancy occurs within this bargaining unit, the Authority shall post a notification of such vacancy with a copy to the Union. Such posting shall be for a period of ten (10) business days.

ARTICLE 9 WAGES

9.3 PAY PERIOD

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

ARTICLE 14 SICK LEAVE

14.4 MEDICAL VISIT RELATED TO WORKERS' COMPENSATION

A Crewleader may use up to three (3) hours of paid leave for a medical visit related to Workers' Compensation. A doctor's note will be required to establish the visit was for a Workers' Compensation injury.

ARTICLE 17 HOLIDAYS

17.1 DESIGNATED HOLIDAYS

17.1.1 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 after Thanksgiving, and Christmas Day.

17.1.2 There shall be two "floating" holidays, each of which must be taken during the calendar year in which it occurs, provided however that new hires who commence employment on or after July 1 will be eligible for just one floating holiday for the calendar year. One of the floating holidays is specifically in recognition of Juneteenth. Employees desiring such holidays will submit written requests at least three (3) days in advance and approval of such day by the division head will be contingent on operational needs.

17.1.3 Holidays falling on Saturday shall be celebrated on Saturday. Holidays falling on Sunday shall be celebrated on Monday.

17.3 ELIGIBILITY

To be eligible for this holiday allowance, a Crewleader must have worked his/her last full scheduled work day prior to the holiday and his/her first full scheduled work day after the holiday unless s/he is excused by the Authority (including personal leave days) or on vacation or absent because of sickness. When a holiday falls within a Crewleader's vacation, s/he shall receive the holiday allowance in addition to his/her vacation pay. Where the Crewleader is off the active payroll because of a layoff or leave of absence which commenced seven (7) calendar days or less prior to the celebrated holiday, s/he shall be deemed eligible to receive such holiday pay. Otherwise, s/he shall be deemed to be ineligible to receive such holiday pay.

ARTICLE 19 HOSPITALIZATION, MEDICAL & DENTAL PLANS

19.1 AUTHORITY OBLIGATION

19.1.1 The Authority shall offer OCEBA Plan M, Plan K and Plan H2 as the hospitalization/medical administrator. The Authority shall furnish all bargaining unit members with the health insurance booklet detailing eligibility and benefits. Employee health insurance contributions during each year of the Collective Bargaining Agreement are set forth in Appendix B. An employee electing coverage under the high deductible

OCEBA Plan H2 will be given the opportunity to establish a Health Savings Account which the SRAA will fund at the following levels: Individual coverage - \$2,000 per year (\$500 per quarter); Family coverage - \$4,000 per year (\$1,000 per quarter).

19.1.2 The OCEBA Dental Plan will be offered to bargaining unit members through UnitedHealthcare. Employee dental insurance contributions during each year of the Collective Bargaining Agreement are set forth in Appendix B.

19.1.3 The OCEBA Vision Plan will be offered to bargaining unit members through UnitedHealthcare. Effective January 1, 2024, the Vision Plan will provide one set of exams/lenses/frames/contacts every twelve (12) months. Employee vision insurance contributions during each year of the Collective Bargaining Agreement are set forth in Appendix B.

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.

Appendix D **Memorandum of Agreement** **Re: Seniority**

Delete

NEW/GENERAL PROPOSALS

Change throughout:

1. Human Resources Manager to *Director of Human Resources*
2. Terminal Maintenance and Landside Operations to *Terminal and Landside Services*.

Agreed
6/27/23 STM
6/27/23 KML