

AGREEMENT

between

NATIONAL DEVELOPMENT AND RESEARCH INSTITUTES, INC.

and

PUBLIC EMPLOYEES FEDERATION,
AFL-CIO

STATE FUNDED AIDS OUTREACH UNIT

2005-2009

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Agreement made as of May 11, 2006, by and between National Development and Research Institutes, Inc., and its affiliate NDRI-State, Inc. (collectively "NDRI") and the Public Employees Federation, AFL-CIO ("PEF").

ARTICLE 1 RECOGNITION

1.1 Pursuant to the certification of the National Labor Relations Board (Case No. 2-RC-20838), NDRI has recognized PEF as the exclusive representative for collective bargaining with respect to salaries, wages, hours and other terms and conditions of employment of full-time and regular part-time employees serving in the positions listed in Appendix A in the City of New York in the Aids Outreach ("AOP") and other State-funded Unit of NDRI and similar positions hereafter created. The terms "employee" or "employees" as used in this Agreement shall mean only employees serving in positions in such unit.

1.2 NDRI shall have the right to assign these Agreements to corporations affiliated with NDRI so long as such successor corporation agrees to adopt and be bound by these Agreements. This Agreement shall be binding upon any successor or assign of NDRI.

ARTICLE 2 UNCHALLENGED REPRESENTATION

PEF shall have unchallenged representation status for the maximum period permitted by law on the date of execution of this Agreement.

ARTICLE 3 UNION RIGHTS

3.1 Union Security Clause

It shall be a condition of employment that all employees covered by this Agreement and hired after its effective date shall, on the 30th day following such effective date, become and remain members in good standing of the Union or tender to the Union the equivalent of the initiation fees and periodic dues that are the obligations of members.

3.2 Exclusive Negotiations with PEF

NDRI will not bargain or meet with any other employee organization with reference to terms and conditions of employment of employees. If such organizations, whether organized by the employer or employees, request meetings, they will be advised by NDRI to transmit their requests concerning terms and conditions of employment to PEF and arrangements will be made by PEF to fulfill its obligation as a collective bargaining agent to represent these employees or groups of employees.

3.3 Payroll Deductions

PEF shall have exclusive payroll deduction of membership dues and premiums for group insurance programs sponsored by PEF for employees, and no other employee organization shall be accorded any such payroll deduction privilege.

3.4 Bulletin Boards

A. NDRI shall provide a reasonable amount of exclusive bulletin board space in an accessible place on each floor occupied by unit members in NDRI's offices for the purpose of posting bulletins, notices and material issued by PEF which shall be signed by the designated official of PEF or its appropriate chapter. No such material shall be posted which is profane or obscene, or defamatory of NDRI or its representatives, or which constitutes election campaign material for or against any person, organization or faction thereof.

B. PEF shall not have access to NDRI's computers or its e-mail system for the conduct of union business without prior approval of NDRI's Director of Human Resources or Executive Director.

C. No other employee organization, except employee organizations which have been certified or recognized as the representatives for collective bargaining of other NDRI employees employed at such locations, shall have the right to post material upon NDRI bulletin boards or use NDRI's computers or e-mail system.

3.5 Meeting Space

A. Where there is appropriate available meeting space in buildings owned or leased by NDRI, it shall be offered to PEF from time to time for specific meetings provided that (1) PEF agrees to reimburse NDRI for any additional expense incurred in the furnishing of such space, (2) request for the use of such space is made in advance, and (3) such space is not otherwise needed for the purposes of NDRI.

B. No other employee organization, except employee organizations which have been certified or recognized as the representatives for collective bargaining of other NDRI employees, shall have the right to meeting space in NDRI facilities.

3.6 Access to Employees

PEF representatives shall, on an exclusive basis, have access to employees during working hours to explain PEF membership, services and programs under mutually developed arrangements with the Executive Director. Any such arrangements shall insure that such access shall not interfere with work duties or work performance. Such consultations shall be no more than 15 minutes per employee per month, and shall not exceed an average of 10 percent per month of the employees at the work site where access is sought.

3.7 Lists of Employees

NDRI, at its expense, shall furnish PEF, on at least a semi-annual basis, information showing the name, address, unit designation and social security number of new employees and any current employee whose address has changed in NDRI's records during the period covered by the report. NDRI shall include in this information, the anniversary date, grade and title of employees. NDRI shall use its best efforts to continue to provide, bi-weekly, a computer list of employee names, social security numbers and changes in address and employee status.

3.8 Employee Organization Leave

A. Up to three employees serving on PEF negotiating teams shall be granted employee organization leave, including travel time, for the purpose of negotiating a successor to this Agreement.

B. Employee organization leave pursuant to this section may not be granted unless PEF provides the Executive Director or his or her designee five (5) days' advance notice of the purpose and dates for which such leave is requested and the names and work stations of the employees for whom such leave is requested. The grant of such leave shall be subject to the reasonable operating needs of NDRI.

C. Travel time as used in this Article shall mean actual and necessary travel time not to exceed three hours each way.

D. Up to an aggregate of three (3) days of Union leave with pay will be provided to accredited delegates to conventions of the Public Employees Federation. Notice of application for leave under this paragraph shall be given five (5) days in advance.

NDRI will give PEF leaders an additional three (3) days with pay per year to conduct union business.

E. Up to a maximum of four (4) days of leave without pay will be provided, annually, to PEF representatives designated by the PEF Council Leader for purposes of union business.

F. Leave with pay shall be provided to an employee who has filed a grievance pursuant to Article 17 of this Agreement for the purpose of permitting such employee to attend grievance hearings pursuant to Article 17 of this Agreement. NDRI shall make reasonable efforts to provide released time without pay to Stewards appointed by PEF for the investigation and processing of grievances.

3.9 Printing of Agreement

PEF shall cause this Agreement to be reproduced and shall deliver a copy thereof to each employee within 60 days of its execution. PEF shall furnish NDRI with a sufficient number of copies for its use and NDRI agrees to provide each employee initially appointed on or after the date of this Agreement a copy thereof within one work week following his or her first day of work. PEF shall supply an estimate of the cost of reproducing this Agreement for review and approval by NDRI. The cost of printing this Agreement shall be shared equally by NDRI and PEF.

ARTICLE 4 MANAGEMENT RIGHTS

4.1 Except as expressly limited by other provisions of this Agreement, all of the authority, rights and responsibilities possessed by NDRI are retained by it, including, but not limited to, the right to determine the mission, purposes, objectives and policies of the corporation; to determine the facilities, methods, means and number of personnel required for the conduct of corporate programs; to select, recruit, hire, appraise, train, retain, assign or transfer employees; to direct, deploy and utilize the work force; to establish specifications for each class of positions; to classify or reclassify and to allocate or reallocate new or existing positions, and to discipline or discharge employees.

4.2 NDRI managers and employees shall treat each other as professionals with mutual dignity and respect.

ARTICLE 5 NO STRIKES - NO LOCKOUTS

5.1 PEF shall not engage in a strike, nor cause, instigate, encourage or condone a strike, nor shall NDRI engage in a lockout.

5.2 PEF shall exert its best efforts to prevent and terminate any strike.

ARTICLE 6 WORK WEEK AND WORK DAY

6.1 Hours of Work

A. All full-time employees shall work a minimum of 37.5 hours per week in conformance with regular office hours (8:30 a.m. to 5:30 p.m.), Monday through Friday. The normal work day is 7.5 hours, plus a one-hour unpaid lunch break. This paragraph shall not prevent NDRI from granting a request by an employee for a flexible work week or hours beyond those specified.

B. Postings for new or vacant positions may reflect hours of work commencing no earlier than 6:30 a.m. and ending no later than 10:00 p.m., Monday through

Friday. Postings shall contain the specific work hours required for the new or vacant positions and the specific duration for which it is reasonably anticipated those hours will be required. No modification of the hours or duration contained in the posting shall occur without the written consent of the employee.

C. When work outside of regular office hours, pursuant to Section 6.1A, is required, NDRI may solicit volunteers for such hours. If the number of volunteers is insufficient, NDRI may assign employees to perform such work in inverse order of seniority within title at the site where such work is required. In case of such an assignment, NDRI shall pay the employees so assigned a shift differential of 10 percent for the period of time between regular office hours and the time such work is required. An employee who has applied for a position, which has posted hours outside of regular office hours, shall be deemed to have volunteered for such position.

D. NDRI offers flexible work hours allowing staggered beginning and ending times. The decision on flexible work hours for staff is left to the discretion of the Center/Institute Director or Unit Head.

E. Due to the nature of the services provided by NDRI, overtime is mandatory. In the event overtime work is assigned, certain employees may be eligible for time off in lieu of payment for hours worked in excess of their normal workweek up to 40 hours. Eligible employees who work over 40 hours (with prior approval) will be paid overtime at the rate of time and one half.

6.2 Recording Attendance

A. NDRI shall have the right to establish procedures for recording the attendance of employees. Attendance must be recorded daily at the employee's work site on NDRI work sheets. Failure to submit time sheets may result in a delay in the release of subsequent paychecks.

B. All employees are expected to report to work on time and continue to work until the end of each employee's assigned work day. Unsatisfactory attendance reports, frequent lateness or abuse of lunch breaks may result in disciplinary action.

ARTICLE 7 SALARY

7.1 Subject to obtaining the necessary funding authority from the State of New York, each year, NDRI will increase the salaries of bargaining unit employees by the value of a COLA or other salary adjustment effective July 1, 2005, October 1, 2006, July 1, 2007 and July 1, 2008. If such funds are obtained, NDRI shall provide written notice to PEF of the funds made available by the State of New York to NDRI for the benefit of bargaining unit employees. This paragraph shall apply to all increases described in Article 7.

7.2 NDRI and PEF shall submit a request to the OASAS field office for additional

State aid to provide a 3% wage increase for all employees retroactive to July 1, 2005 and an additional 3% increase effective July 1, 2006.

7.3 Effective October 1, 2006, employees' salaries shall be increased by 2.8%. Thereafter, the COLA described in paragraph 1 shall reflect cost of living as measured by the CPI-U for the prior year, except that the COLA should not be less than 3%.

7.4 PEF or NDRI may seek to reopen negotiations concerning salary when any funding authority is obtained, or when less than a full commitment of funds is obtained. During the pendency of such reopened negotiations, NDRI shall not be required to increase the wages of employees by more than the amount provided by the State of New York or other sources for AOP bargaining unit employees. All other provisions of the Agreement will continue and will not be affected by the reopened negotiations. NDRI shall advise PEF no later than ninety (90) days after the conclusion of the project contract year if no additional funds are given to NDRI – AOP by the State or other sources for AOP bargaining unit employees.

7.5 Each year during the term of this Agreement, NDRI will seek, when accrued savings are available, the authority to pay Performance Enhancement Bonuses to members of the negotiating unit. NDRI's duty and obligation to pay such bonuses is limited by the amount authorized and provided by the State of New York derived from accrued savings, if any, during the year. NDRI shall not be required to close facilities or lay-off employees in order to achieve such savings. Such bonuses, if any, shall be paid to bargaining unit employees and NDRI will inform PEF prior to paying the bonus to bargaining unit employees.

ARTICLE 8 HOLIDAYS

8.1 Full-time salaried employees receive the following paid holidays:

New Year's Day
Martin Luther King Day
Lincoln's Birthday*
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Friday after Thanksgiving Day
Christmas Day

* NDRI offices are open on this legal holiday. Lincoln's Birthday is designated as a floating holiday during the term of this Agreement. Employees eligible to observe holidays will receive credit for a holiday to be used on a date of their choice subject to appropriate supervisory approval. This day must be utilized as a full-day unit and within one year of the date received.

8.2 Part-time salaried employees shall be granted leave with pay for the observance of a holiday if that holiday falls on a normal workday for such employee.

8.3 If a holiday falls on a Sunday, it shall be observed as such on the following Monday. If a holiday falls on a Saturday, it shall be observed as such on the preceding Friday.

8.4 An employee who is directed to work on a day observed as a holiday shall be paid double time for each hour actually worked.

ARTICLE 9 VACATION

9.1 First Year of Service

During the first year of service, vacation leave may not be used until the employee has worked for 13 pay periods or six months, whichever is earlier.

9.2 Rate of Accrual

A. In his or her first through seventh years of employment a salaried employee accumulates vacation leave at the rate of 3 3/4 hours per bi-weekly pay period. The employee must be on pay status for at least seven days during each pay period in order to earn credits for that pay period.

B. During the second through seventh years of employment, an employee earns bonus vacation days on his or her vacation anniversary date. The anniversary day is the first day the employee was put on the payroll. The number of bonus days earned equals the employee's completed years of continuous service.

C. Beginning with the first day following completion of seven years of employment, an employee earns 20 days of vacation for each 26 pay periods (5 3/4 hours per pay period or 11 1/2 hours per time sheet). An additional one half hour is credited for the last pay period during the month of January.

9.3 Credit Accumulation

On the first working day of each calendar year, a full-time employee may not exceed 30 days of accrued vacation, although his or her total may exceed this limit at other times during the year. An employee who accumulates more than 30 days of vacation credits in a calendar year must use the amount over 30 days or lose it on the last day of the calendar year; provided, however, that an employee who requests vacation in -writing, and who is denied the use of vacation leave, in writing, under circumstances where he or she reasonably cannot take vacation during the remainder of the calendar year in which the request is made, may carry over the number of days so denied into the next calendar year. Days so carried over must be used within the next calendar year.

9.4 Part-Time

Part-time salaried employees who work 50 percent or more time shall accrue and accumulate vacation leave on a prorated basis. Part-time employees who work less than 50 percent shall not accrue vacation leave benefits.

9.5 Vacation Approval

Approvals of requests for vacation are subject to the reasonable operating needs of NDRI at the work site, but shall not be unreasonably denied. In the case of a conflict, an employee with the highest seniority at a work site on the date of the request shall have first choice. A conflict is defined as a vacation overlap of two days or more.

9.6 Accrued Vacation Payment

In the event of death, retirement or separation from employment, an employee (or his or her estate) will be paid for up to thirty (30) days of accrued vacation. Employees in good standing with more than six (6) months who resign will be paid for accumulated vacation for a maximum amount of three (3) pay periods. An employee who, in his or her last six (6) months of employment, has requested vacation, in writing, and who had been denied the use of vacation, in writing, may add the number of days so denied to his or her vacation accumulation for purposes of the payment authorized by this section, even if the thirty (30) day cap is exceeded.

9.7 Leave of Absence/Resignation

A leave of absence without pay or resignation or layoff followed by reinstatement or reemployment by NDRI within 18 months does not constitute an interruption of continuous service for the purpose of determining vacation credits. Following 18 months of absence, however, the second starting date will govern as the official anniversary date. Unpaid leave time, however, will not be counted in determining eligibility for additional vacation credits.

ARTICLE 10 SICK LEAVE

10.1 A full-time annual salaried employee earns sick leave at the rate of 3.75 hours for each pay period and may accumulate a maximum of 200 days of sick leave credits. Employees will not be compensated for unused sick leave upon separation from employment.

10.2 Part-time salaried employees who work 50 percent or more shall earn sick leave on a pro rata basis.

10.3 An employee may use sick leave for personal illness, medical or dental appointments. Up to 15 days may be used for a family illness or an illness of a person with whom the employee resides if the employee is required to provide direct care.

Absences resulting from a death in the family or a person with whom the employee resides can be charged to sick leave if they are in excess of the two (2) days bereavement leave permitted pursuant to Article 12.7 or if the employee is absent due to the death of a relative not mentioned in Article 12.

10.4 Sick Leave at Half Pay

A. An employee with at least one year of employment is eligible for sick leave at half pay after exhausting all leave credits. For each complete six months of NDRI employment, an employee may be eligible for one payroll check at half pay for personal illness.

B. Sick leave at half pay can only be applied once to the number of years worked.

C. Sick leave at half pay may not extend a period of employment beyond such date as it would have otherwise terminated or expired upon completion of a specified period.

10.5 Medical Statements

Employees may be required to submit medical statements to substantiate illness. NDRI will not routinely require a doctor's note for illnesses of less than three days. **In** the case of an absence of more than five days the doctor's note shall substantiate the employee's ability to return to work.

ARTICLE 11 PERSONAL LEAVE

11.1 A new full-time employee receives five days of personal leave and is credited with five days of personal leave each year thereafter on his or her employment anniversary date. Part-time employees working 50 percent or more receive personal leave on a pro rated basis. Personal leave may be used only for purposes such as the conduct of personal business or religious holiday observance.

11.2 Requests for personal leave made six (6) working days or more in advance shall not require a reason but will be subject to the reasonable operating needs of NDRI as of the date of the request and such approval will not be unreasonably withheld. Requests for personal leave made less than six (6) working days in advance shall require, without details, general reasons from the employee and will be subject to the reasonable operating needs of the NDRI work site, but approval shall not be unreasonably withheld.

**ARTICLE 12
OTHER LEAVES**

12.1 Child Rearing Leave

A. A woman requesting leave for pregnancy or childbirth is eligible for sick leave. Leave for this purpose is dependent upon the physical condition of the employee. Normally a period of disability will commence up to four weeks prior to the anticipated due date and continue for six weeks after the date of delivery, but is subject to verification of these dates. Sick leave beyond this period requires detailed medical documentation.

B. An employee, male or female, is entitled to a leave of absence without pay for child-rearing purpose for up to 12 months following delivery, upon prior approval from the Executive Director. Such approval will not be unreasonably withheld. In cases of adoption, unpaid child-rearing leave for either parent will be granted for up to 12 months after adoption. If the child is placed with the family prior to final adoption, the 12 month period may begin upon placement.

C. Absences for child-rearing and adoption purposes may be charged to vacation, overtime compensatory time, or personal leave credits. However, use of leave credits cannot extend the 12 month period.

D. Upon return from a leave pursuant to Section 12.1, NDRI shall use its best efforts to reinstate the employee to the same position he or she had at the outset of the leave. If such position is unavailable, the employee shall be reinstated to a comparable position without loss of pay.

12.2 Military Leave

A. Any employee who is a member of the National Guard or any reserve force who is called to ordered military service, upon presentation of such orders, is entitled to military leave with full pay.

B. Military leave with full pay for up to 30 calendar days (not work days) may be granted to such employee in any calendar year or in any one continuous period of absence. Not more than 30 calendar days may be granted for a single tour of duty.

12.3 Jury Duty

A. An employee required to report for jury duty or subpoenaed or otherwise ordered to be a witness in court or before a quasi-judicial body is entitled to leave with pay without charge to leave credits, providing that the employee is not a party to the action. The subpoena or other order must be submitted as proof of absence with the corresponding time sheet.

B. Employees are not granted compensatory time off in lieu of ordered appearances or jury attendance on a Saturday, Sunday or holiday.

C. In connection with jury service, employees should be sensitive to the special needs and time deadlines of NDRI.

D. An employee is not entitled to leave with pay if he or she is a party to the action (e.g., the plaintiff or the defendant in such action) regardless of his or her having received a subpoena or other order.

E. The employee further agrees to seek and submit any record of attendance received from the court upon completion of jury duty as proof of attendance.

12.4 Leave For Professional Meetings

Each employee, subject to the prior approval of his or her supervisor and center director, may be allowed, without charge to other leave credits, up to a maximum of three days per contract year, to attend conferences of recognized professional organizations directly related to the employee's professional responsibilities at NDRI. The grant of such leave shall be subject to the reasonable operating needs of NDRI and shall not - be reviewable in the grievance procedure established by Article 17 of this Agreement beyond Step 3. NDRI shall respond to requests for the use of leave for professional meetings within 10 working days of their submission.

12.5 Leave Without Pay

A. NDRI will grant an unpaid leave of absence required by the Family and Medical Leave Act.

B. Upon written application to the employee's supervisor, an employee may be granted a period of leave without pay. Except to the extent that the leave is granted pursuant to the Family and Medical Leave Act, the grant of such leave is in the sole and unreviewable discretion of the employer.

C. The request for a period of leave shall include the date the employee proposes to return to work. The failure to return to work at the conclusion of a period of leave without pay shall constitute a voluntary resignation from NDRI.

12.6 General

NDRI shall provide an employee who is going on an authorized leave of absence with information regarding continuation of coverage under NDRI's insurance programs during such leave and, if applicable, "COBRA" benefits (which provide for continuation of health insurance benefits at the employee's expense). NDRI shall also provide the employee with a memorandum prepared by PEF regarding necessary payments for PEF dues, and insurance premiums during such leave.

12.7 Bereavement Leave

In addition to bereavement leave provided in Article 10.3, each employee shall be entitled to two (2) days off in each calendar year without charge to leave credits for a death in the immediate family (parent, sibling, child (son or daughter), spouse, partner/significant other, grandparent, grandchildren). Documentation shall be required for use of such leave. In addition, pursuant to Article 10.3, employees may utilize sick leave for time off in excess of the two (2) days entitlement of this paragraph.

ARTICLE 13 BENEFITS

13.1 Eligibility

All employees who work 50 percent or more time are eligible for the benefits provided by this Article.

13.2 Health Insurance

A. NDRI offers two group health insurance options to its employees through the New York State Health Insurance Plan. Upon appointment, new employees are given information on each plan. Decisions on which option to choose are left to the employee. Employees must select and submit enrollment forms within seven days from the first day of employment. Coverage begins on the first day of the month following the first day of employment. If submitted after seven days, there will be a ninety day waiting period for coverage.

B. The health insurance program is available to all full-time employees and to part-time salaried employees working at least 50 percent time on a fixed basis.

C. If an employee is removed from the payroll, except pursuant to a leave authorized by the Family and Medical Leave Act, for more than two payroll periods, arrangements for direct payments must be made to continue coverage.

D. To ensure coverage, employees must submit enrollment forms at the times prescribed in the health insurance materials given each employee at the time of employment.

13.3 Prescription Drug Program

The health insurance programs may vary and most offer a prescription drug plan.

13.4 Dental and Vision

A. NDRI will pay 100% of the premium for individual and dependent

dental coverage. NDRI shall provide employees with the dental benefits provided by the GHI Preferred Dental Plan for Participating Employers offered through the New York State Health Insurance Plan ("NYSHIP").

B. An employee hired after October 1, 1995 will be required to complete the appropriate waiting period.

C. NDRI will pay 100% of the premium for individual and dependent vision coverage. NDRI shall provide employees with vision benefits under a plan provided by Davis Vision, Inc. The benefits of the new vision plan shall be the same as those offered by Davis Vision to State employees in the Professional Scientific and Technical Services negotiating unit through NYSHIP. Employees are eligible for vision coverage upon hire.

13.5 Group Life Insurance

A. NDRI provides a death benefit for employees. This plan allows each member a fixed amount of life insurance or an amount based on annual salary and years of service with a maximum amount of life insurance of \$50,000. The plan is paid 100 percent by the employer and eligible employees may participate by completing an enrollment card. Employees must work at least thirty (30) hours per week to be eligible for life insurance.

B. Coverage begins the first day of the month following three (3) full months from the employee's anniversary date, provided he or she has been in full-pay status.

13.6 Retirement Annuity

A. NDRI employees who work at least 1,000 hours per year are eligible for membership in the Teachers Insurance and Annuity Association/College Retirement Equities Fund ("TIAA/CREF") retirement annuity plan. Employees will be given an application form which must be completed at the beginning of employment.

B. NDRI will continue to contribute to TIAA-CREF on behalf of each eligible employee the same percentage amount NDRI contributed prior to July 1, 2005 and there shall be no reduction of this contribution during the term of this Agreement.

13.7 Beneficiaries

Upon enrolling in the Group Life Insurance and/or the Retirement Annuity, employees designate a primary beneficiary and, if any, contingent beneficiaries. Changes in beneficiary designation can be made at any time during employment by filling out a form provided by NDRI.

13.8 Workers' Compensation

A. Employees who incur an on the job injury or disease are eligible for benefits provided under the New York State Workers' Compensation Law and may

be entitled to Workers' Compensation Leave.

B. A job-related accident must be reported as soon as possible to the employee's immediate supervisor and the Director of Human Resources. Failure to do so could result in a loss of benefits available to the employee for absence due to an occupational injury.

C. Employees who are absent because of a job related injury or disease may be granted up to a maximum of six months of Workers' Compensation Leave with pay and without charge to leave credits, subject to a 20 day waiting period, in an amount sufficient to provide the employee with 100% of the net pay that the employee received prior to the occupational injury or disease. Subsequent absences may be charged to accumulated leave credits, sick leave at half pay (if eligible), and leave without pay. Leave beyond a cumulative total of one year is at the discretion of the Executive Director.

13.9 Disability Benefits

NDRI participates, at no cost to employees, and provides benefits under the New York State Disability Benefits Law.

13.10 EAP

NDRI provides an Employee Assistance Plan for employees.

13.11 Domestic Partner Coverage.

Health, dental and vision benefits shall be available to domestic partners of PEF represented employees, subject to the following provisions:

A. A domestic partnership is defined as one in which the partners must be 18 years of age or older, unmarried and not related by marriage or blood in a way that would bar marriage, reside together, involved in a committed (lifetime) rather than casual relationship and mutually interdependent financially. The partners must be each other's sole domestic partner for a period of not less than six months.

B. In order to establish that a domestic partnership exists for purposes of obtaining insurance coverage under this Agreement, the domestic partners must execute a Domestic Partner Affidavit developed by NDRI in accordance with the guidelines developed by the New York State Insurance Department, provide proof of cohabitation and provide evidence that an economically interdependent relationship exists between the employee and the domestic partner dependent.

C. Proof of cohabitation and economic interdependency shall be required according to the guidelines established by the State Insurance Department and shall verify the existence of the domestic partnership for at least six months prior to the date of application for

enrollment for insurance and benefit coverage. Satisfaction of these requirements shall constitute the certification of the domestic partnership for purposes of eligibility for dependent coverage for insurance benefits.

D. If an employee fraudulently enrolls a domestic partner, he or she shall be held financially responsible for any benefits paid to the domestic partner dependent. The fraudulent enrollment of a domestic partner is grounds for disciplinary action.

E. A termination of domestic Partnership document shall be required should a domestic partner relationship cease. A two year waiting period shall be required from the date a covered domestic partner dependent is deemed no longer eligible, as evidenced by the filing date of the Termination of Domestic Partnership documents, until a new domestic partner can be deemed eligible for coverage.

13.12 Continuation of Benefits

A. The benefits in this article shall continue substantially the same for the term of this Agreement. NDRI will not unilaterally alter or diminish any benefits provided in this Article.

B. NDRI agrees to continue to pay 90% of the cost of individual health benefits premiums and 75% of the cost of family health benefits premiums, including the prescription drug coverage, provided by the New York State Insurance Plan.

13.13 Transportation Expense Plan/Transit Chek

NDRI implemented a qualified transportation expense benefit plan for negotiating members. Through this plan, an employee shall have the option of funding his/her transportation expenses from his/her pre-tax salary. NDRI shall select the vendor and shall consult with PEF before making a final selection.

13.14 Medical and Dependent Care Flexible Spending Accounts

A. NDRI shall establish a Medical Flexible Spending Account. The Account will allow members to pay for health expenses that are not reimbursed by insurance with pre-tax dollars through payroll deductions.

B. NDRI shall establish a Dependent Care Flexible Spending Account. The Account will allow members to pay for dependent care expenses with pre-tax dollars through payroll deduction.

ARTICLE 14 PAYROLL

14.1 Paycheck and Deductions

NDRI shall issue paychecks every other Wednesday on a bi-weekly basis.

Appropriate Federal, State, local and social security taxes will be automatically withheld from an employee's check. Additional deductions may be arranged through the Administrative Office for automatic withholding such as:

- A. U.S. Savings Bonds
- B. Supplemental Retirement Payments
- C. United Way, and
- D. A Metropolitan Area Credit Union

14.2 Issuing Paychecks

In the event a payday falls on a "holiday" specified in Section 8.1, paychecks shall be issued on the preceding Tuesday.

14.3 Final Paycheck

A. Upon separation from employment with NDRI, employees are required to do the following prior to issuance of the final paycheck:

- i. notify the Director of Human Resources, in writing, of the date of the last working day;
- ii. complete any outstanding travel advance or reimbursement vouchers;
- iii. complete, secure approval and forward the final time sheet.

B. Upon separation from employment, employees are required to return keys, identification cards and any other items, papers, records, or property that belongs to the Director of Human Resources.

ARTICLE 15 TRAVEL

15.1 Travel Rules & Regulations shall be established in the NDRI Administrative Manual.

15.2 If an employee is directed by his or her supervisor to travel to a work site other than the one to which the employee regularly reports (e.g. to travel from a field site to 23rd Street) NDRI will reimburse subway or bus travel expense which is in addition to the expense the employee normal incurs in commuting to work.

15.3 Travel other than by public transportation will not be reimbursed for travel within the City of New York. Arrangements for travel outside of the City should be made with the employee's supervisor. Ordinarily, NDRI will reimburse travel at the IRS rate per mile for transportation in the employee's own vehicle or the cost of travel by common carrier (e.g., PATH), whichever is less. Travel expenses will not be paid to an employee whose assigned work location is changed.

15.4 Changes in the Travel Rules & Regulations shall be discussed in the Labor Management Committee.

ARTICLE 16 PROFESSIONAL DEVELOPMENT

16.1 Training

A. NDRI shall provide training opportunities, at courses offered by NDRI, on a space available basis, to employees in the bargaining unit. Those opportunities shall be from among those listed on NDRI's regular training calendar and shall be limited to no more than three days per employee per annum. .

B. NDRI shall make reasonable efforts to accommodate requests by employees to attend courses related to their responsibilities with NDRI. The opportunity of an employee to attend such a course shall be subject to the reasonable operating needs of NDRI and shall not be reviewable in the grievance procedure established by Article 17 of this Agreement beyond Step 3.

16.2 AOP Professional Development Committee

A. The Labor Management Committee shall consider the development and implementation of a training and professional development program for outreach staff in the Center for Aids Outreach and Prevention. This effort is intended to develop strategies which will provide additional and improved training opportunities for these members of the bargaining unit and the possibility of in-house training leading to future certification.

B. The parties will define training to facilitate professional career paths and to provide improved career opportunities and transitional work in the Labor Management Committee.

C. NDRI will continue to provide and enhance orientation training. The parties will discuss the extent, content and timing of orientation training in Labor Management Committee.

16.3 Educational Reimbursement

A. In the interest of promoting educational opportunities and a more qualified work force for the employer, NDRI shall reimburse tuition and other related costs (such as the cost of books) for professional development in courses related to the employee's current field of work or NDRI related jobs or for educational courses in a matriculated field of study.

B. NDRI shall appropriate the sum of \$7,500 per contract year to fund its obligations under this section and shall not be required to expend more than \$7,500.

ARTICLE 17
GRIEVANCE AND ARBITRATION

17.1 Definition of Grievance

A grievance is a dispute concerning the interpretation, application or claimed violation of a specific term or provision of this Agreement. Disputes as to which other means of resolution are provided by this Agreement or by statute or administrative procedures applicable to NDRI shall not be considered grievances.

17.2 Grievance Procedure

The grievance procedure shall be as follows:

A. Step 1

The employee or PEF shall present the grievance in writing, on forms to be provided by NDRI to the Field Site Supervisor not later than 15 working days after the date on which the act or omission giving rise to the grievance occurred. The Center Director shall take steps necessary to insure that a proper disposition of the grievance is made and shall reply to the employee or PEF in writing, on forms to be provided by NDRI, within five working days following the date of submission.

B. Step 2

In the event the employee or PEF wishes to appeal an unsatisfactory decision at Step 1, the appeal must be presented to the Center Director or his or her designated representative in writing on forms to be provided by NDRI within 10 working days of the receipt of the Step 1 decision. A copy of such appeal shall also be sent to the person who passed upon the grievance at Step 1. Such appeal shall contain a short, plain statement of the grievance and specific references to the section of this Agreement which the employee or PEF claims has been violated. The Executive Director, or his or her designee, shall meet with the employee or PEF and shall issue a written decision to the employee or PEF by the end of the 15th working day following the day on which the appeal was received.

C. Step 3

An appeal from an unsatisfactory decision at Step 2 shall be presented by PEF, in writing, on forms to be provided by NDRI, to the Executive Director or his or her designee within 10 working days of the receipt of the Step 2 decision. The Executive Director or his or her designee shall meet with PEF for a review of the grievance and shall issue a written decision by the end of the twentieth working day following the day on which the appeal was received.

D. Step 4

1. Grievances may be appealed to arbitration by PEF by filing a demand for arbitration with the American Arbitration Association within 10 working days of the receipt of the Step 3 decision. A copy of the demand for arbitration shall be served, simultaneously, upon the Executive Director.

2. The demand for arbitration shall identify the grievance, the employee or employees involved, and the Agreement provision in dispute.

3. The selection of an arbitrator for a particular case shall be made pursuant to the Labor Arbitration Rule of the American Arbitration Association.

4. The arbitrator, within 30 days of his or her selection, shall provide NDRI and PEF with a list of three days on which he or she is available to hear the grievance. Such days shall:

- i. be at least 30 days from the date the list is provided;
- ii. of at least six hours in duration; and
- iii. commence at 10:00 a.m.

In the event that NDRI does not indicate, in writing, to the American Arbitration Association, within 15 days of the date of receipt of the notice, its availability to proceed with a hearing on one of the dates specified in the notice, the grievance shall be deemed to have been sustained and the arbitrator shall be authorized to fashion an appropriate remedy. In the event that PEF does not indicate, in writing, to the American Arbitration Association, within 15 days of the date of receipt of the notice, its availability to proceed with a hearing on one of the dates specified in the notice, the grievance shall be deemed to have been denied. The granting or denial of a grievance pursuant to this section shall not be a precedent in future grievances alleging a violation of the same or similar provisions of the Agreement. In the event the dates proposed by the parties do not result in an agreed-upon date, the American Arbitration Association shall select among the three days proposed by the arbitrator by choosing a date by lot, which date shall be at least 21 days from the date of selection.

5. The arbitrator shall have no power to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision of the issue presented and shall confine his or her decision solely to a determination of whether the claimed violation of this Agreement has occurred. The decision or award of the arbitrator shall be final and binding on both parties, consistent with the provisions of CPLR Article 75.

6. The arbitrator shall confine himself or herself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him nor shall he or she submit observations or declarations of opinion which are not essential in reaching the determination.

7. Should NDRI or PEF contend in any arbitration proceeding that the grievance is not subject, in whole or in part, to arbitration pursuant to this Article, the arbitrator shall be required, upon request of such party, to rule upon the question of arbitrability in advance of receiving evidence upon any other issue. The decision and award of the arbitrator shall be final and binding upon both parties.

8. All administrative fees of the arbitration shall be divided equally between the parties. As part of his or her award, the arbitrator shall make a determination of which party prevailed and shall award fees and expenses to that party or make an apportionment of fees and expenses between NDRI and PEF. Each party shall bear the expense of preparing its own case.

9. If the parties mutually agree to a stenographic transcript of the proceeding, they shall share the cost of such transcript. If either party without the consent of the other requires such a transcript, the requesting party shall bear the entire cost and shall provide the arbitrator and the other party with a copy of the transcript.

17.3 Miscellaneous

A. Grievances involving employees in more than one work location and involving an issue common to both such locations, upon agreement of NDRI and PEF, may be initiated at Step 2.

B. NDRI shall initiate grievances against PEF at Step 4.

C. A disciplinary grievance shall be initiated at Step 3.

D. The failure by NDRI to meet the deadlines specified herein shall permit advancing the matter to the next step. The failure by the grievant or PEF to file an appeal within the time limits specified shall be deemed to be a settlement of the grievance.

E. The parties may mutually agree to extend any of the time limits provided by this Agreement.

F. A settlement of or an award upon a grievance may or may not be retroactive as the equities of each case demand, but in no event shall such a resolution be retroactive to a date earlier than 30 days prior to the date the grievance was first presented in accordance with this Article or the date the grievant knew or should have known of the act or omission giving rise to the grievance, which ever is the earlier date.

G. PEF shall have the exclusive right to represent any employee or employees, upon their request, at any step of the grievance procedure, provided that individual employee may represent themselves at Step 1.

H. All grievances, appeals, responses and demands for arbitration shall be submitted by certified mail, return receipt requested, or by personal service. All time

limits shall be measured from the date of certified mailing or of receipt by personal service. Where submission is by certified mail, the date of the mailing shall be that date appearing on the postal receipt.

ARTICLE 18 DISCIPLINE

18.1 Just Cause

No permanent employee, having completed the probationary period, will be disciplined or discharged without just cause.

18.2 Resignation

An employee who is told that he or she is alleged to have been guilty of misconduct or incompetence and who is requested to resign shall be given a written statement on an official resignation form which states:

A. He/She has the right to consult with PEF or an attorney, at the employee's expense, or to decline such representation before execution of the resignation. If requested, a reasonable period of time to obtain said representation will be allowed.

B. He/She has the right to decline resignation.

18.3 Notice of Discipline

NDRI shall initiate discipline by serving a notice of discipline upon the employee which shall identify the events or omissions for which discipline is sought and the penalty imposed by NDRI. Two copies of the notice of discipline shall be given to the employee. NDRI shall advise PEF promptly that a notice of discipline has been served. Service shall be made by personal delivery or by certified mail, return receipt requested.

18.4 Bill of Particulars

A. An employee against whom discipline is brought is entitled to know the events or omissions with which he or she is charged. In the event the employee believes that the allegations in the notice of discipline are insufficient-for him or her to prepare a defense, within 15 days of the service of the charges, the employee or PEF as his or her representative may ask NDRI for a bill of particulars, more fully stating the dates, times and places set forth in the charges. NDRI shall respond to the request, either by declining to produce additional particularization or by providing the additional particularization within ten working days of the request.

B. NDRI shall not be required to disclose the names of its witnesses or potential witnesses.

C. Any dispute concerning the sufficiency of the charges shall be submitted to the arbitrator within five days of his or her appointment. A claim of insufficiency may not be raised in arbitration unless it had previously been raised at Step 3 of the grievance procedure.

18.5 Interrogations

A. No employee shall be required to submit to an interrogation for the purpose of obtaining a statement or information to be used in a disciplinary proceeding against him or her unless the employee is notified of the right to have a PEF representative present during the interrogation. Nothing herein, however, shall prevent NDRI from making inquiry to obtain information necessary for the conduct of its business. A reasonable period of time (not to exceed 24 hours) will be given to the employee to obtain a PEF field representative. If a field representative is not available within 24 hours the interrogation may proceed immediately. The employee may have a NDRI/PEF representative present during the interrogation.

B. If during the course of an otherwise appropriate inquiry it becomes clear that the employee is a likely subject of discipline and a statement or information is sought for use in such a proceeding, the rights provided by paragraph (A) shall apply.

C. No employee shall be requested to sign any statement regarding his or her alleged incompetence or misconduct unless a copy of the statement is promptly supplied to the employee. Any statements or admissions signed without a copy having been supplied as soon as access to a copying machine is practicable may not subsequently be used against the employee.

D. No recording devices or stenographic record shall be used during an interrogation unless the employee is advised in advance that a transcript is being made and he or she is thereafter supplied a copy promptly.

ARTICLE 19 NO DISCRIMINATION

19.1 No Discrimination

Neither NDRI nor PEF will discriminate against any employee because of membership or non-membership in PEF, or because of age, race, creed, color, marital status, religious beliefs, political beliefs and affiliations, sex, national origin, handicap, disability, sexual orientation, HIV status, citizenship status, or veterans status as provided by Title VII of the Civil Rights Act of 1964, as amended, including the amendments made by the Civil Rights Act of 1991.

19.2 Affirmative Action

A. It is the policy of NDRI and PEF, to provide equal employment

opportunity to all people without regard to age, race, color, creed, sex, national origin, handicap, disability, marital status, religious beliefs, political beliefs and affiliations, sexual orientation, HIV status, citizenship status or veteran's status.

B. In this regard, the NDRI Affirmative Action Plan includes specific goals and timetables for the prompt achievement of full and equal employment opportunities for minorities, women, disabled persons and Vietnam Veterans for all levels of employment.

C. In addition, NDRI will continue an Affirmative Action Committee, with Union representation, to advise the Executive Director or his or her designee on any and all existing and proposed policies, procedures, practices and programs relating to or affecting affirmative action.

19.3 Sexual Harassment

A. NDRI prohibits sexual harassment in the workplace. Sexual harassment is a form of employee misconduct. Sanctions will be imposed on individuals engaging in such conduct and on supervisory and managerial personnel who knowingly allow such behavior to continue.

B. Harassment on the basis of sex is a violation of Section 703 of Title VII and of the Civil Rights Act of 1964. Unwelcome sexual advances, requests for sexual favors, and other verbal and physical conduct of a sexual nature constitute sexual harassment when (a) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (b) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (c) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

C. An individual who believes she or he is the subject of sexual harassment or sexual discrimination shall give notice of his or her claim to:

- The individual's center/institute/unit director; or
- NDRI's executive director; or
- NDRI's director of human resources.

Prompt reporting of complaints is required as it allows for swift response and resolution of objectionable behavior or work conditions. All allegations of sexual harassment will be reviewed and investigated promptly and in as confidential a manner as practicable. Where warranted, corrective actions will be taken. Such actions may include counseling, or where appropriate, disciplinary measures, up to and including termination.

19.4 Confidentiality

NDRI and PEF shall comply with the requirements of Section 2782 of the Public Health Law concerning confidentiality of HIV related information.

**ARTICLE 20
LAY-OFFS AND LAY-OFF NOTICE**

20.1 Layoffs shall be made in inverse order of seniority (as defined in Section 24.4) within title and within project, grant, contract or unit.

20.2 Layoff notices shall be served personally or by certified mail, return receipt requested, no later than four weeks prior to the effective date of the layoff. The layoff notice shall include:

1. Reason(s) for the layoff;
2. Layoff Unit;
3. Current title and grade held;
4. Seniority date of the employee;
5. Name, address and telephone number of the person to be contacted regarding recalls to new or vacant positions; and
6. A copy of Article 21 of this Agreement.

20.3 A copy of the layoff notice simultaneously will be given to the PEF Division Council Leader.

**ARTICLE 21
RECALL RIGHTS**

21.1 Recall List

A recall list will be established, for permanent employees with six months or more of service, who are laid off or who have been notified in writing that they will be laid off. The duration of an employee's recall list rights shall be 12 months from the effective date of the employee's layoff.

21.2 Notice of Positions

An employee on the recall list shall be mailed a notice (addressed to his last address of record with NDRI) of new or vacant positions in the employee's title and title series and at his or her grade level. An employee receiving such notice shall respond to the person whose name is provided on the notice, at the address or phone number indicated, within 15 calendar days of the postmark on the mailing.

21.3 Employees with 24 Months or More of Seniority

A. In the event of a full-time vacancy in his or her title or title series (at the same or a lower grade) or the creation of a new full-time position within the same title series (at the same or a lower grade), an employee with 24 months or more of actual service for NDRI (not necessarily consecutive, but including time when the employee received

benefits pursuant to the Workers' Compensation or Disability Benefits Laws or a contractually provided full paid leave benefit) on the date of his or her layoff, who is the most senior employee on the recall list (as defined in Section 24.4) having indicated an interest in the position will be offered the position. If the most senior employee rejects the offer, the position will be offered, successively, to the remaining employees on the recall list, in the order of their seniority (as defined in Section 24.4). If all of the employees on the recall list decline the position, it may be filled through other recruiting means.

B. In the event of a vacancy or the creation of a new position at the same grade level (but not the same title or title series) as such employee's last position, an employee with 24 months or more of actual seniority (not necessarily consecutive, but including time when the employee received benefits pursuant to the Workers' Compensation or Disability Benefits Laws or a contractually provided full paid leave benefit) who indicates an interest in the position will be guaranteed an interview before the vacancy is filled. Such interview shall be scheduled by mutual agreement, but no later than 10 days of the date on which notice of interest in the vacancy was mailed.

21.4 Employees with Less Than 24 Months of Seniority

In the event of a vacancy in the title or title series (at the same or a lower grade) or the creation of a new position with the same title or in the title series (at the same or a lower grade), employees on the recall list with less than 24 months of seniority on the date of his or her layoff will be advised of such vacancy as provided in Section 21.2, and, if such an employee indicates an interest in such vacancy, he or she will be guaranteed an interview before the vacancy is filled. Such interview shall be scheduled by mutual agreement, but no later than 10 days of the date on which the offer of an interview was mailed.

21.5 Failure to Respond

In the event an employee fails to respond to three notices that a position may be available in his or her title, title series or grade level, the employee's name will be removed from the recall list, even before the expiration of his or her term on the list.

21.6 Declinations

An employee who on three occasions declines an offer from the recall list of a full-time position in his or her title, having a duration of one year or more, shall be removed from the recall list. The declination of a position with work hours outside of 8:30 a.m. to 5:30 p.m. shall not be considered a declination pursuant to this paragraph.

21.7 Probationary Period

An employee who is recalled from the recall list shall serve a probationary period of three months. An employee who is dismissed during or at the end of such probationary period shall be restored to the recall list and the period of time he or she served on the unsuccessful probationary period will be added to his or her time on the

recall list.

21.8 Transfer from Recalled Position

An employee who is recalled to a position at a lower grade within his or her title series shall not be eligible to transfer to another position within NDRI for a period of one year. The Director of the Center or Unit to which the employee is recalled may relieve the employee from this one year obligation.

21.9 Copy of Recall List

NDRI shall provide PEF with a copy of the recall list whenever there is an addition or deletion from the list.

21.10 Nothing in this Article shall impair the opportunity of employees to be promoted at any time or to be transferred within the final six months of his or her project or grant, prior to canvassing the recall list.

ARTICLE 22 REVIEW OF PERSONAL HISTORY FOLDER

22.1 NDRI shall maintain only one official personal history file per employee. This file shall contain criticism, ratings, and appraisals of the performance of said employee. All copies of such memoranda or documents shall be sent to said employee simultaneously with their being placed in the personal history folder. An employee shall have the right to respond in writing to any such material and to have the response placed in the personal history folder. Employees may request that additional materials be placed in their files.

22.2 An employee or PEF representative designated by the employee, in writing, shall have an opportunity to review and make copies of the official personal history folder within three working days notice to the Personal Coordinator. An employee wishing to review his/her folder shall be permitted to be accompanied by a PEF Steward or other PEF representative while reviewing the file.

22.3 Upon written request by employee, all material over three years old may be removed from the official personal history folder except performance ratings, personnel transactions, pre-employment materials.

ARTICLE 23 LABOR/MANAGEMENT MEETINGS

23.1 In order to avoid and eliminate misunderstandings and to improve relations between NDRI and PEF, a Labor/Management Committee shall consist of up to four members of the Union and four representatives from Management. This committee shall meet quarterly at a time and place to be mutually agreed upon. The agenda shall be exchanged one week prior to the meeting date.

23.2 All issues related to working conditions are deemed relevant for discussion at Labor/Management meetings.

ARTICLE 24 WORKING CONDITIONS

24.1 Probationary Period

New employees hired shall serve a probationary period of six months, extendable with the consent of the employee to nine months. On promotion or transfer, an employee shall serve a probationary period of three months, extendable with the consent of the employee to six months. If retained by the employer after the probationary period, the employee's seniority date shall be the initial date of hire.

24.2 Upon hire and upon reclassification, an employee will be provided with a copy of his or her job description.

24.3 Contracting Out

There shall be no loss of jobs or reduction in grade of permanent employees as a result of NDRI's exercise of its right to contract out for goods and services. The use by NDRI of Training Consultants shall not constitute contracting out.

24.4 Seniority

For purposes of this Agreement, seniority is defined as continuous service with NDRI computed on the basis of time on the payroll plus properly approved absences and lay offs of less than 18 months and shall date from the date of hire by NDRI. Nothing in this Section will require the recomputation of a determination of seniority made prior to January 1, 1994 pursuant to Section 24.6 of the 1989-92 Agreement between the parties.

24.5 Notice of Vacancies

A. NDRI shall post notices of vacancies in full-time positions within the bargaining unit on NDRI bulletin boards. Except in an emergency, as determined by NDRI, such posting shall be made at least 15 days prior to the closing date for vacancies. Announcements of such vacancies shall contain the title of the position to be filled, minimum qualifications required for appointment, the number of vacancies and the person to be contacted by those interested in making application.

B. When such vacancies are announced as provided herein, employees who wish to be considered for appointment or assignment to such vacancies, shall advise the designee of the Executive Director in writing, or by telephone followed by written confirmation, to the person so designated within 10 days following announcement.

C. When a vacancy occurs in the NDRI Research Unit, an AOP employee who has satisfactorily completed six (6) months or more of NDRI service and who NDRI determines has met the minimum qualifications and requirements for the position, shall be interviewed and given consideration for the position prior to NDRI selecting a non-NDRI employee. Provided, however, that no AOP employee may be considered for such vacancy if there is anyone in the Research Unit who has a right, under that collective bargaining agreement, to a mandatory hire for the vacant position. The interested employee must notify the Director of Human Resources of his/her interest in an available position in writing, within the posting period, so the interviewing supervisor can be notified of his or her obligations.

D. A grievance alleging a violation of this Section may be processed only up to Step 3 of the grievance procedure.

24.6 Out-Of-Title Work

A. No employee shall be employed under any title not appropriate to the duties to be performed and no employee shall be directed, in writing, to perform the duties of any other position, unless he or she has been appointed, promoted, transferred or recalled to such position.

B. Nothing herein provided shall prevent an employee from (a) voluntarily undertaking the duties of another position or (b) assuming the duties of a supervisor during the period of absence, not to exceed 20 working days, of the supervisor because of vacation, illness or other reason.

C. If it is determined that an employee has been performing duties not appropriate to his or her title but appropriate to a title graded higher, the employee shall receive the difference between his or her present salary and the salary of his or her step at the grade of the position in which he or she actually was performing duties, for the period of the out-of-title assignment. In no case shall a monetary award be retroactive to a date earlier than 20 working days prior to the date on which the grievance alleging a violation of this section was filed.

D. The final step of a grievance alleging a violation of this section shall be an appeal to the Executive Director.

24.7 Exit Interview

An exit interview will be conducted with the HR Director for individuals who voluntarily terminate their employment with NDRI. If requested by the employee, the Center Director and the HR Director will also meet the employee for an exit interview.

24.8 Summons and Fines

The parties agree to enter a side letter concerning procedures for handling environmental summonses and fines.

**ARTICLE 25
HEALTH AND SAFETY**

A. Pursuant to the requirements of the Occupational Health and Safety Act ("OSHA"), NDRI recognizes its obligation to provide a safe place for its employees to work. To the extent mandated by law, NDRI will take action to render the workplace safe. Both parties agree to use their best efforts to achieve this objective.

B. NDRI will permit access, upon reasonable notice and without interference to on-going research activities, by union representatives to all work locations for the purpose of inspecting for health and safety violations.

C. In the event the parties cannot resolve a difference arising over a health and/or safety question, the issue shall be immediately discussed in an emergency meeting of the Labor/ Management Committee on one day's notice. Failing resolution at this stage, the Union may initiate a grievance at Step 2 of the grievance procedure, provided, however, that the final step of such grievance procedure shall be an appeal to NDRI's board of directors.

D. NDRI shall provide a \$100 annual uniform allowance to reimburse the cost of safety equipment of field employees who are required by their employment to enter areas where safety equipment is necessary. In order to qualify for the allowance employees shall be required to present receipts, evidencing their purchase of safety equipment. An employee who receives a uniform allowance to purchase safety equipment shall be required to wear or use such equipment in the performance of his or her duties.

E. The Outreach Weather Policy, reflected in a memorandum to Staff dated February 27, 1996, will be attached as a side letter to this Agreement.

**ARTICLE 26
SEVERABILITY**

26.1 In the event that any article, section or portion of this Agreement is found to be invalid by a decision of a court or tribunal of competent jurisdiction or shall have the effect of loss to NDRI of funds made available through Federal or State law or a grant to which NDRI is a party, then such specific article, section or portion specified in such decision or having such effect shall be of no force and effect, but the remainder of this Agreement shall continue in full force and effect. Upon the issuance of such a decision or the issuance of a ruling having such effect of loss of Federal, State or grant funds, then either party shall have the right immediately to reopen negotiations with respect to a substitute for such article, section or portion of this Agreement involved.

ARTICLE 27
CONCLUSION OF COLLECTIVE NEGOTIATIONS

27.1 This Agreement is the entire agreement between NDRI and PEF, terminates all prior agreements, practices and understandings and concludes all collective negotiations during its term. During the term of this Agreement, neither party will unilaterally seek to modify its terms through legislation or any other means including the labor management process. The parties acknowledge that, except as otherwise expressly provided herein, they have fully negotiated with respect to the terms and conditions of employment and have settled them for the term of this Agreement in accordance with the provisions thereof.

ARTICLE 28
DURATION OF AGREEMENT

28.1 The term of this Agreement shall be from July 1, 2005 through June 30, 2009.

IN WITNESS WHEREOF, NDRI and PEF have caused this agreement to be signed by their duly authorized representatives on this day, October 3, 2006.

PUBLIC EMPLOYEES
FEDERATION, AFL-CIO

NATIONAL DEVELOPMENT &
RESEARCH INSTITUTES, INC.

APPENDIX A

Titles and Salaries Included

**AIDS Outreach and Prevention
Unit Base Salary July 1, 2005**

Community Intervention Worker	\$27,349
Field Site Custodian/Maintenance	\$29,798* (\$23,838 at 80%)
Storefront Assistant	\$30,390

October 3, 2006

Mr. Marvin Moschel
Director of Field Services
New York State
Public Employees Federation
136 Church Street, 4th Floor
New York, New York 10007-2259

Re: Environmental Summons and Fines

Dear Mr. Moschel:

The parties agreed that this side letter shall apply only to environmental summons and fines. All moving violations or other vehicle and traffic violations will be the responsibility of the employee.

Each employee will use the best efforts and undertake to perform duties to avoid environmental summons and fines at storefront locations. If a summons or fine is received by an employee, the field manager shall be notified immediately. The employee receiving the fine shall use due diligence to investigate and document the facts surrounding the summons or fine. If the matter cannot be handled informally at the work site, the employee, with appropriate NDRI assistance, shall appear and advocate for dismissal of the summons or fine before an administrative law judge (ALJ).

If the ALJ does not dismiss the charge and a fine is assessed against NDRI, NDRI will pay such fine. The payment of such fine(s) by NDRI shall not relieve the employee of the obligations or responsibilities concerning the prevention of environmental violations at the storefront location.

Very truly yours,

Bernard S. Arons, M.D.

cc: Christina Donawa
Gwen Merrit