



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: Troy Housing Authority and Troy Housing Authority Unit, CSEA Local 1000, AFSCME, AFL-CIO, Rensselaer County Local 842 (2000) (MOA)

Employer Name: Troy Housing Authority

Union: Troy Housing Authority Unit, CSEA, AFSCME, AFL-CIO

Local: 1000, Rensselaer County Local 842

Effective Date: 01/01/00

Expiration Date: 12/31/03

PERB ID Number: 8580

Unit Size: 128

Number of Pages: 68

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

GEN 8580

old
1/1/00
12/31/03

AGREEMENT

by and between the
TROY HOUSING AUTHORITY

and

**CSEA, Local 1000 AFSCME,
AFL-CIO**

RECEIVED

MAY 30 2006

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**



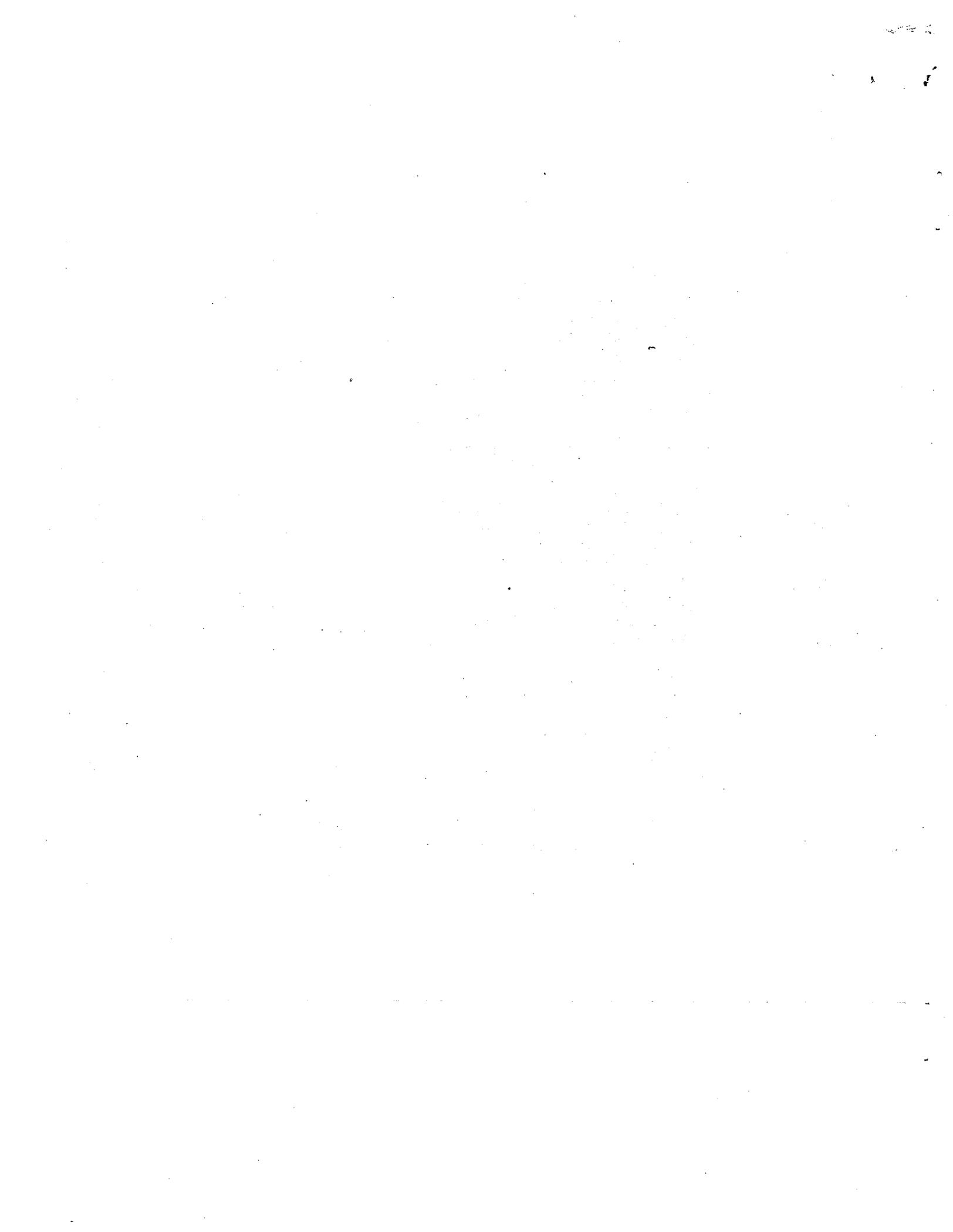
**Troy Housing Authority Unit
Rensselaer County Local 842**

January 1, 2000 — December 31, 2003



TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
I	PURPOSE AND INTENT.....	1
II	RECOGNITION AND BARGAINING UNIT.....	1-2
III	REPRESENTATION.....	2-3
IV	MANAGEMENT RIGHTS AND RESPONSIBILITIES.....	3-4
V	RIGHTS OF C.S.E.A.....	4-5
VI	JOINT RESPONSIBILITIES -- NO STRIKE/LOCKOUT.....	5
VII	RIGHTS OF EMPLOYEES.....	6-8
VIII	DISCIPLINARY PROCEDURE.....	8-12
IX	GRIEVANCE PROCEDURE.....	12-14
X	C.S.E.A. PAYROLL DEDUCTIONS.....	14-15
XI	PERMANENT EMPLOYEES.....	15-17
XII	SENIORITY.....	17-20
XIII	CLASSIFICATION, PAY GRADE.....	20
XIV	HOURS OF WORK AND OVERTIME.....	20-24
XV	EMPLOYEE LEAVES.....	24-35
XVI	HEALTH INSURANCE.....	35-37
XVII	RETIREMENT.....	37-39
XVIII	INCENTIVE PROGRAM.....	39
XIX	MISCELLANEOUS PROVISIONS.....	40-45
XX	DURATION.....	45
	SIGNATURE.....	45
	SCHEDULE "A".....	46-47
	DEFINITIONS.....	48-49
	LONGEVITY.....	49-50
	DIFFERENTIAL PAY.....	50
	SALARY SCHEDULES.....	51-52
	ATTACHMENTS: RECOUPMENT AGREEMENTS, (ADVANCED SICK LEAVE).....	53
	(SICK BANK).....	54
	MOU... "FINAL DATE OF RATIFICATION".....	55
	MOU... "CREATION OF COMMITTEES".....	56



ARTICLE I / PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful relations between the Troy Housing Authority the City of Troy, New York, a body corporate and politic, organized and existing under the Laws of the State of New York, the employees, and the Association.

The parties mutually recognize that the responsibilities of both the employees and of the Authority to the public require that any disputes arising between the employees and the Authority be adjusted and settled in an orderly manner without interruption of services to the public: that the essential public service here involved, and the general health, welfare, and safety of the community are dependent upon proper service to the community and agree to continue to encourage efficiency on the part of the members of the Association.

To these ends the Troy Housing Authority and the Association encourage to the fullest degree friendly and cooperative relations between the respective representatives on all levels and among all employees.

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAD GIVEN APPROVAL.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and agreements herein contained, it is agreed that:

ARTICLE II / RECOGNITION AND BARGAINING UNIT

A. Pursuant to and in accordance with all applicable provisions of the Civil Service Law of the State of New York, as amended, the Troy Housing Authority hereinafter referred to as the "Authority" does hereby recognize the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO Rensselaer County Local, Troy Housing Authority Unit hereinafter referred to as the "Association" or as "CSEA", as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment for the terms of this Agreement of all employees included in personnel classification as set forth in Schedule A hereto annexed. Employees of the Troy Housing Authority excluded from the bargaining unit include: Executive Secretary;

*Director of
Housing
Management*

ARTICLE II / RECOGNITION AND BARGAINING UNIT (CONTINUED)

Board of Commissioners; Temporary, Part-time and Seasonal Employees; Comptroller; Housing Counsel; Confidential Secretary to the Executive Secretary.

B. Should new titles be created, the inclusion or exclusion in the bargaining unit, and if to be included, the applicable terms and conditions of employment shall be negotiated with the Association.

ARTICLE III / REPRESENTATION

A. The employees of the bargaining unit shall be represented by a committee of not more than three (3) employees, one of whom shall be chairman of the negotiating team. Additional representation may be provided by the County, Local or State Association of CSEA.

B. The Authority shall be represented by a committee composed of not more than three (3) individuals, one of whom shall be chairman of the negotiating team.

C. Within ten (10) days following the effective date of this Agreement the Association shall provide a written list of names and titles, of its respective representatives, and will provide notice of changes within ten (10) days of their occurrence.

D. It shall be agreed by both parties that compensation for hours spent negotiating will not be deducted or credited from the normal working hours of the bargaining unit member. Consistent with the maintenance of an adequate and skilled work force work schedules of members of the negotiating team may be adjusted so as to accommodate negotiations during working hours.

E. The Employer recognizes the right of the employees to designate representatives of the Civil Service Employees Association, Inc., to appear on their behalf to discuss salaries, working conditions, grievances and disputes as to the terms and conditions of this Contract and to visit employees during working hours. Such employee representatives shall also be permitted to appear at public hearings before the Legislative Body upon request of the employees.

F. Employees who are designated or elected for the purpose of adjusting grievances or assisting in the administration of this Contract shall be permitted a reasonable amount of time free from their regular duties to fulfill these obligations, which have as their purpose the maintenance of harmonious and cooperative relations between the Employer and the employees and the uninterrupted operations of Government.

ARTICLE III / REPRESENTATION (CONTINUED)

G. The Negotiating Team chairman shall be granted a reasonable amount of released time by the Employer for the purposes of securing and presenting information, facts and statistics relative to the negotiation process. The employee shall notify the employer at least 24 hours in advance of such leave and subject to its approval.

ARTICLE IV / MANAGEMENT RIGHTS AND RESPONSIBILITIES

A. It is recognized that the Board of Commissioners of the Authority, has the control and management of its properties including the maintenance and operations of the Authority, and that all lawful prerogatives of the Authority shall remain and shall be solely and exclusively the Authority's right. Both management rights and responsibilities belong solely and exclusively to the Authority and are hereby recognized. Paramount among these rights, but by no means all inclusive, are the rights involving public policy, determination of the mission purposes and duties of the various departments within the Authority, their budgets, organization, number of employees, and the numbers, types and grades of positions of employees assigned to an organization unit work project, tour of duty, technology of performing the work and internal security practices; the rights to manage and direct work forces, to decide the number and location of projects, stations and other facilities, to determine the work to be performed within the unit, maintenance and repair, amount of supervision necessary, machinery and tool equipment, work methods, practices and procedures, schedules of work together with the selection, procurement, designing, engineering and the control of equipment and material in order to operate and manage its affairs in all respects in accordance to law, except as limited by this Agreement.

B. It is further recognized that the Authority shall have the exclusive right to adopt, revise and enforce departmental and working rules and regulations and practices and to carry out cost and general improvement programs including the right to hire, suspend, demote, discharge or take other disciplinary action against employees for just cause, to assign, promote or transfer, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work or funds, or for other legitimate reasons, except as limited by provisions of this Agreement.

C. No policies or procedures covered or language used in this Agreement shall be construed as delegating to others or as reducing or abridging any of the authority conferred on the Troy Housing Authority or its Officials or the Board of Commissioners.

ARTICLE IV / MANAGEMENT RIGHTS AND RESPONSIBILITIES (CONTINUED)

1. The Troy Housing Authority of the City of Troy, New York, a body corporate and politic, organized and existing under the Laws of the State of New York delegates the responsibility to the Executive Secretary as Chief Executive Officer of the Authority for enforcing the laws of the State and the Authority, exercising supervision and control over executive departments of the Authority, submit an annual budget, to direct the proper performance of all Authority departments and to carry out all other responsibilities and provisions.

2. The responsibility of the Executive Secretary and Board of Commissioners for the enactment of resolutions and the appropriation of money.

3. The responsibility of the Authority for determining classification, status and tenure of members, establishing rules, initiating promotions and disciplinary actions, certifying payrolls and reviewing of appointments in the Authority service.

D. The Authority shall provide equality of opportunity, consideration and treatment of all members of the bargaining unit and shall establish policies and regulations that will insure such equality of opportunity, consideration, and treatment of all members employed by the Authority in all phases of the employment process.

E. The Association recognizes that the Authority has statutory and charter rights and obligations in contracting for matters relating to housing operations. The right of contracting or subcontracting is solely vested in the Authority.

ARTICLE V / RIGHTS OF CSEA

A. The Association shall have as provided by the Civil Service Law, the sole and exclusive right to designate its own representatives and to appear before any appropriate official of the Employer to effect such representation, to direct, manage, and govern its own affairs, to determine those matters which the membership wishes to negotiate and to pursue all such objectives free from any interference, restraint, coercion or discrimination by the Employer and shall have the right to pursue any matter or issue including but not limited to the grievance and appeal procedure in this Agreement and to pursue any matter or issue to any court of competent jurisdiction, whichever is appropriate except as otherwise limited by this Agreement.

ARTICLE V / RIGHTS OF CSEA (CONTINUED)

B. The Association shall be permitted the reasonable use of Authority photocopy machines.

C. The Association may provide a bulletin board(s) in the non-public area of such public buildings and locations therein as are mutually agreed upon by the Association and the Authority. The Association agrees to maintain said bulletin board(s) in a state of good repair. The bulletin board(s) are to be used for notices of Association meetings, Association elections and results, and Association social functions.

D. The Authority shall deliver a list of personnel transactions to the Unit President upon request.

E. The Association shall be permitted to use Authority conference rooms for purposes related to its representative responsibilities, on a space available basis.

F. Association officers, representatives and delegates will be allowed leave with pay to participate in and attend conferences and conventions of the Civil Service Employees Association. At no time will more than three (3) members be absent for this purpose.

G. The Authority agrees to provide the Association with a complete list of names and position titles of all employees covered by this Contract on a semiannual basis, indicating seniority.

ARTICLE VI / JOINT RESPONSIBILITIES / NO STRIKES / NO LOCKOUT

A. The Association will neither cause or authorize or permit its members to cause nor will any member of the bargaining unit take part in any strike, stay-in or slowdown, or in any curtailment of work or restriction of production or interference with the operations of the Authority during the term of this Agreement, or during any period of time while negotiations are in progress for the continuance or renewal of this Agreement.

B. In the event of a strike, work stoppage, job action or other prohibited activity, the Association shall immediately instruct the involved employees in writing that their conduct is in violation of the Contract that they may be disciplined, and instruct all such persons to immediately cease the offending conduct.

C. The Authority will not lockout employees during the term of this Agreement.

ARTICLE VII / RIGHTS OF EMPLOYEES

A. Association Activities.

An employee shall be free to join or refrain from joining and/or take an active role in the activities of the Association without fear of coercion, reprisal or penalty from the Association or the Employer.

B. Representation.

An employee may bring matters of personal concern to the attention of the appropriate employer's representatives and officials in accordance with applicable laws and rules, and may choose their own representative or appear alone in a grievance or appeal proceeding. CSEA must be permitted entrance.

C. Uniforms and Lockers.

Uniforms and lockers shall be provided and maintained by the Authority for personnel (excluding office personnel) of the following departments:

Maintenance employees (including "painters") who work full-time shall be furnished eleven (11) sets of shirts and trousers. Supplying of trousers shall be at the employee's option.

Employees are responsible for lost, stolen or unreturned uniform clothing.

Security clothing allowance in accordance with past practice. Newly appointed personnel required to wear a uniform shall be provided a uniform as soon as the same can be made available by the supplier.

Employees who are provided uniforms are required to wear them. Uniforms remain the property of the Authority.

D. Tuition Reimbursement

To the extent that funds are available, in the current budget year the Authority will reimburse an employee to the extent of tuition cost of such course(s) taken during the term hereof, which are related to the employee's job function; are expected to be of immediate benefit to the employee (and indirectly the Authority) in the improvement of the employee's ability and which have the prior approval of the Executive Secretary. To further qualify for such reimbursement, the employee must complete the course(s) and maintain a "C" average therein. Subject to availability of funds and prior approval of the Executive Secretary, employees shall be granted time-off with pay to attend job related workshops or seminars.

ARTICLE VII / RIGHTS OF EMPLOYEES (CONTINUED)

All requests to attend such functions shall be submitted in writing to the appropriate Department Head at least two (2) weeks prior to the scheduled workshop or seminar.

E. Compensation for Personal Automobile Use

Effective January 1, 1993, employees who are authorized to use their personal automobile for Authority purposes shall be compensated therefor at the prevailing mileage rate established by the internal revenue service.

F. Copies of Agreement

CSEA will provide each employee with a copy of this agreement, as soon as possible, after it's approval by the THA Board of Commissioners.

G. Personal History Folders.

A personal history folder shall be maintained by the Authority for each employee.

1. Each employee shall have the right to review his/her personal history folder.

2. Any material related to an employee's work performance shall not be filed in his/her personal history folder unless the employee is provided with a copy.

3. An employee may submit for inclusion in his/her personal history folder, a response to anything in the folder which he/she considers adverse.

4. The Association may represent an employee in connection with Item (1) providing the employee has so notified the Executive Secretary in writing.

5. Any material related to an employee's work performance which is of a disciplinary nature shall not remain in his/her file for over a two year period; provided, that no disciplinary action has taken place during the two year period.

ARTICLE VII / RIGHTS OF EMPLOYEES (CONTINUED)

H. Safety Glasses

The Authority shall provide safety glasses for employees of the Maintenance Department who are required to work with chemicals, tools or machinery potentially dangerous to human eyes.

Such glasses shall be the property of the Authority and shall remain in each department. Employees shall sign for each pair of glasses and shall replace glasses lost or damaged through misuse while in their possession.

I. Foul Weather Clothing

The Authority shall provide rain coats, rain hats or hoods and boots (non-rubber) for employees of the following departments when said employees are required to work outdoors under inclement weather conditions.

Maintenance Department

The Authority agrees to provide one (1) winter coat, in the year 2000, for each maintenance employee who is required to work in inclement weather.

Such foul weather clothing shall be the property of the Authority. Employees shall sign for each article of clothing and shall replace items lost or damaged through misuse while in their possession.

THA reserves the right to determine the need for replacing uniform items should an employee request such replacement.

ARTICLE VIII / DISCIPLINARY PROCEDURE

The following disciplinary procedure for incompetence or misconduct shall apply to all employees as provided herein in lieu of the procedure specified in the Civil Service Law Sections 75 and 76.

A. Notice of Discipline

1. Where the supervising authority seeks the imposition of a written reprimand, suspension without pay, a fine not to exceed \$100., reduction in grade, or dismissal from service, notice of such discipline shall be made in writing and served upon the employee. Discipline shall be imposed for incompetence or misconduct only. The specific acts for which discipline is being imposed and the penalty shall be specified in the notice. The notice served on the employee shall contain a description of the alleged acts and conduct, including reference to dates, times and places.

ARTICLE VIII / DISCIPLINARY PROCEDURE (CONTINUED)

2. The notice of discipline served on the employee shall be accompanied by a written statement that:

a. The employee may respond by filing an appeal within ten (10) days.

b. The appeal procedure provides for a hearing by an Arbitrator at its final stage which shall be binding on the Authority and the CSEA Units and/or employee.

c. The employee is entitled to representation by CSEA or an attorney at every stage of the proceeding and a copy of any transcript made.

d. No penalty can be implemented until the appeal process and/or arbitration is completed.

3. The penalty proposed, or such other penalty as directed by the hearing officer or arbitrator, may not be implemented until the employee (a) fails to file a timely appeal as provided, or (b) until and to the extent that it is upheld by the hearing officer or arbitrator.

4. If the employee fails to appeal after service of a notice of discipline or if the employee is found guilty of the charges and he/she either fails to appeal the decision of the hearing officer or the finding is sustained by the arbitrator, then, in any of these events, a penalty or punishment may be imposed which is not inconsistent with penalties or punishments prescribed in Section 75 (3) of the Civil Service Law. If the employee is suspended and subsequently acquitted, he/she shall be restored to his/her position with full pay for the period of suspension less the amount of compensation which she/he may have earned in any other employment or occupation and any unemployment insurance benefits he/she may have received during such period.

5. A disciplinary action may be settled at any stage of the procedure. The terms of the settlement shall be agreed to in writing. An employee executing such a settlement shall be offered a reasonable opportunity to have his/her attorney or a CSEA representative present before he/she executes such a settlement. The President of the CSEA Unit shall be advised of the settlement within twenty-four (24) hours.

ARTICLE VIII / DISCIPLINARY PROCEDURE (CONTINUED)

6. Prior to exhaustion or institution by an employee of the appeal procedure applicable to discipline, such an employee may be suspended without pay only if the Department Head or Executive Secretary determines that there is a probable cause to believe that the employee's continued presence on the job represents a potential danger to persons or property or would severely interfere with operations. Such determination shall be reviewable by the arbitrator in accordance with Subdivision 4 of this Section to determine whether the Department Head or Executive Secretary had probable cause. The President of the CSEA will be notified in writing within twenty-four (24) hours of any such suspension. A notice of discipline shall be served in accordance with Subdivision 1 of this Section no later than seventy-two (72) hours following such suspension.

7. An employee shall not be disciplined for acts, except those which would constitute a crime, which occurred more than one (1) year prior to the notice of imposition of discipline.

B. Employee Rights

1. An employee shall be entitled to representation by the CSEA or an attorney at each step of the disciplinary procedure.

2. No employee shall be required to submit to an interrogation (electronic or otherwise) before a contemplated notice of discipline or request for resignation, or after a notice of discipline has been served upon him/her unless he/she is notified in advance in compliance with the provisions hereinafter set forth and he/she is afforded the opportunity of having a CSEA representative present and apprised in writing of all rights set forth herein.

3. In all disciplinary proceedings, the employee shall be presumed innocent until proven guilty.

4. An employee shall not be coerced, intimidated, or suffer any reprisals whether directly or indirectly that may adversely affect his/her hours, wages, or working conditions as the result of the exercise of his/her rights under the Article.

C. Appeal Procedure

1. An employee or his/her CSEA representative (Authority) who wishes to appeal a notice of discipline shall first request, in writing, an informal hearing with his/her Department Head within ten (10) days of receiving the notice of discipline.

ARTICLE VIII / DISCIPLINARY PROCEDURE (CONTINUED)

2. Within five (5) days the Department Head shall convene an informal hearing and review all of the circumstances surrounding the notice of discipline. The Department Head shall make his/her decision within five (5) days after the informal hearing and communicate the same in writing to the employee.

3. If the Employee is not satisfied with the decision of the Department Head, the employee may request a formal hearing of the appeal. Such request shall be in writing and be served by the Union upon the Department Head, the Executive Secretary and the Housing Counsel within five (5) days after receipt of the decision of the Department Head. The Union and Authority shall, within thirty (30) work days of the date of execution hereof, confer for the purposes of designating a panel of not less than three (3) mutually agreeable hearing officers from which panel the Executive Secretary shall make his designation. A hearing officer designated by the Executive Secretary, shall arrange a hearing within ten (10) days after receipt of such hearing request. The hearing officer shall not be bound by any formal rules of evidence or testimony and may make such investigations or require additional information that he/she deems appropriate. Within five (5) days after the close of the hearing, the hearing officer shall make his/her decision and communicate same in writing to the Department Head, Executive Secretary, the Grievance Chairman and the Union President.

4. The Union may appeal the decision of the hearing officer within ten (10) days after receipt of the decision. The appeal shall be submitted in writing to the American Arbitration Association with a copy served upon the Executive Secretary, Housing Counsel, and the Union President. Thereafter, arbitration shall proceed in accordance with the rules and procedures of the Association. The decision of the arbitration shall be final and binding on all parties thereto. Such decision shall be in writing and forwarded to the Union President and the Executive Secretary. The fees and expenses of arbitration shall be shared equally by the parties.

5. Days, as used herein, shall be working days.

6. Time periods used herein may be extended when mutually agreed upon by both parties.

D. Resignation

1. An employee who is advised that he/she is alleged to have been guilty of misconduct or incompetence and is therefore requested to resign shall be given a statement written on the resignation form stating:

ARTICLE VIII / DISCIPLINARY PROCEDURE (CONTINUED)

a. That he/she has a right to consult a representative of CSEA or an attorney before executing the resignation and period of time not to exceed ten (10) days will be afforded for such purpose.

b. That he/she may decline the request to resign and that in lieu thereof a notice of discipline must be served upon him/her before any disciplinary action or penalty may be imposed pursuant to the procedure provided in the agreement between the Authority and CSEA.

c. That in the event a notice of discipline is served, he/she has the right to respond to such notice by filing an appeal.

d. That such disciplinary procedure terminates in binding arbitration.

e. That the agreements provide further that he/she would have the right to representation at every stage of the procedure.

f. That he/she has the right to refuse to sign the resignation and that his/her refusal in this regard cannot be used against him/her in any subsequent proceeding. A resignation which is requested and secured in a manner which fails to comply with this procedure shall be null and void.

E. Applicability

This entire disciplinary procedure shall apply to all persons currently subject to Sections 75 and 76 of the Civil Service Law and, in addition, shall apply to those non-competitive class employees described in Section 75(1)(c) who, since last entry into the Authority service, have completed at least one (1) year continuous service in the non-competitive class, and those persons in the labor class who, since last entry into the Authority service, have completed at least one (1) year of continuous service in the labor class.

ARTICLE IX / GRIEVANCE PROCEDURE

A. "Grievance" shall mean a claimed violation, misinterpretation or inequitable application of the existing rules, procedures, or regulations covering working conditions applicable to the members of the bargaining unit and shall include all of the provisions of this Agreement.

ARTICLE IX / GRIEVANCE PROCEDURE (CONTINUED)

B. Every employee of the bargaining unit (CSEA - Authority Unit, in the instance of a policy grievance) shall have the right to present his/her grievance in accordance with the procedures provided herein, free from interference, coercion, restraint, discrimination, or reprisal, and shall have the right to representation of his/her choosing at all stages of the grievance procedure.

C. Step 1. An employee who claims to have a grievance shall first present his/her grievance to his/her immediate supervisor orally, within five (5) days after he/she learns of the situation which created or caused the grievance. The immediate supervisor shall discuss the grievance with the employee, shall make such investigation as he/she deems appropriate, all on an informal basis. Within five (5) days after presentation of the grievance, the immediate supervisor shall make his/her decision and communicate the same orally to the employee presenting the grievance.

D. Step 2. If the employee presenting the grievance is not satisfied with the decision of the immediate supervisor, or if a decision is not given within said period, he/she may request, within five (5) days after receipt of the decision of the immediate supervisor, a review of the grievance by the Executive Secretary or his or her designee.

Such request shall be in writing and shall contain a statement of the specific nature of the grievance and the provision or provisions of the contract violated. Such request shall be served upon the Executive Secretary. The Executive Secretary shall review all information provided concerning the grievance, and shall make such investigation as he/she deems appropriate. The Executive Secretary shall make his/her decision within five (5) days from receipt and shall communicate the same in writing to the employee(s) and to his/her representative, if any.

ARTICLE IX / GRIEVANCE PROCEDURE (CONTINUED)

E. Step 3. The Union may appeal the decision of the Executive Secretary within ten (10) days after receipt of the decision. The appeal (Demand For Arbitration) shall be submitted in writing to the American Arbitrator's Association (AAA) (Syracuse) with a copy served upon the Executive Secretary. Thereafter, arbitration shall proceed in accordance with the rules and procedures of AAA. The decision of the arbitrator shall be final and binding on all parties thereto. Such decision shall be in writing and forwarded to the Union President and the Executive Secretary. The fees and expenses of arbitration shall be shared equally by both parties.

F. Days, as used herein, shall be working days.

G. Time periods used herein may be extended when mutually agreed by both parties.

H. A grievance having section, bureau, or department-wide effect may be treated as a policy grievance and initiated by submission to the Department Head at Step 2 of the grievance procedure.

ARTICLE X / CSEA PAYROLL DEDUCTIONS

A. The Authority agrees to deduct Association membership dues, insurance premiums and credit union contributions from the pay of each member of the bargaining unit who executes or has executed a written authorization therefore.

B. A properly executed copy of such Authorization for Payroll Deduction form for each member of the bargaining unit for whom membership dues, Credit Union contributions and insurance premiums are to be deducted hereunder shall be delivered to the Authority before any payroll deductions are made and shall become effective with the first full payroll after the application is tendered to the Authority.

ARTICLE X / CSEA PAYROLL DEDUCTIONS (CONTINUED)

C. Dues deductions shall be remitted to Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210, bi-weekly. The Authority shall furnish the designated financial officer of the Association monthly with the list of those for whom the Association has submitted signed Authorization for Payroll Deduction forms, as well as a list of all new employees and non-members. If there is no deduction made, and the Association has submitted a signed Authorization for Payroll Deduction form, the Authority shall include this information and reason for this with its list to the designation financial officer of the Association.

D. Any dispute which may arise as to whether or not an employee properly executed or properly revoked an Authorization for Payroll Deduction form shall be reviewed with the Association and a designated representative of the Authority. Should this review not dispose of the matter, the dispute may be referred to the Grievance Procedure. Until the matter is disposed of, no further deduction shall be made.

E. Membership in the Association shall not be a condition of employment or a preference in the continuation of employment; however, the Association shall be entitled to the benefit of the provisions of the agency shop legislation enacted by the Legislature of N.Y.S. (1979) and as the same may hereafter be amended upon attainment of membership equal to seventy percent (70%) of the bargaining employees and for such annual periods as the Association maintains said percentage membership, upon full compliance by the Association with the terms and provisions of said legislation. The Association agrees to save and hold harmless the Authority from any and all monetary liability and damages, punitive or otherwise, which the Authority may incur or which may be imposed upon it by any Federal or State Court or charge against the Authority in or before any such court or agency as a result of the implementation of the provisions of this 'agency shop' agreement.

F. The Authority shall not be liable by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting factual deductions made from wages earned by employees.

ARTICLE XI / PERMANENT EMPLOYEES

A. New employees in the competitive class shall serve a minimum probationary period of 12 months to begin with the date of employment from an eligible Civil Service List.

ARTICLE XI / PERMANENT EMPLOYEES (CONTINUED)

B. New employees in the labor and non-competitive class shall serve a one-year probationary period to begin with the date of employment.

C. Prior to the completion of the minimum probationary period(s) as set forth in paragraph A and B hereof or extension thereof, the employee in the competitive class shall be either terminated or confirmed as permanent. Failure of an employee to be confirmed as permanent shall not be subject to the grievance procedure. Upon completion of the one-year probationary period, the employee in the non-competitive and labor class shall be granted tenure.

D. A permanent employee accepting a promotional appointment shall serve a probationary period of twelve (12) calendar weeks. At any time during the probationary period the Executive Secretary may remove an employee whose performance does not meet the required work standards. Any employee on probation in a promotional appointment shall have the right to return to his/her previous appointment if the Executive Secretary decides to remove him/her from the promotional appointment during the period because the employee does not meet the required work standards. A permanent employee accepting a promotional appointment to a supervisory or managerial position will serve a minimum probationary period of 26 weeks, all provisions of this paragraph (D) apply to such employee.

E. During the probationary period of a promotional appointment, the probationary employee may, without prejudice, revert back to his/her former classification.

F. Subject to all other provisions of this article excepting only Section D hereof, as job vacancies occur, assignment to higher rated non-competitive positions shall be offered to employees holding non-competitive positions on a qualifications and seniority basis within the department where the vacancy exists. Assignment to such positions shall be on a trial basis of sixty (60) working days, or as may be extended by mutual agreement.

G. The Authority will request that a promotional examination in a series be held, when and if applicable, at the same time a companion open competitive examination is held. Preference in appointment will be made from the promotional examination eligibility list. In the absence of an eligibility list, the filling of such positions provisionally shall be on a seniority basis.

ARTICLE XI / PERMANENT EMPLOYEES CONTINUED

H. The Housing Authority shall post all job vacancies that are anticipated to be filled at least 15 days prior to appointment. Locations are as follows:

- Corliss - Maintenance Shop
- Fallon - Maintenance Shop
- Phelan - Maintenance Shop
- Griswold - Maintenance Shop
- Conway Ct. - Maintenance Shop
- Grand St. - Maintenance Shop
- Taylor - Maintenance Office
- M.L.K. - Office
- Kane - Office
- Kennedy Towers - Office

I. City of Troy and Rensselaer County Civil Service Exam announcements shall be distributed to the same locations as outlined in Article XI, H.

ARTICLE XII / SENIORITY

A. Title seniority shall mean the status attained by length of a continuous service with the Authority in a full-time classified position. When an employee is granted permanent status in that title, seniority shall be allowed for time spent as a provisional employee.

B. Service seniority shall begin with the most recent date of entering the service of the Authority in a full-time classified position. Two or more persons who entered the service on the same day shall, when necessary, have their relative seniority determined by a "coin toss".

C. LAYOFF PROCEDURE

1. In the event of a reduction in the work force in the non-competitive or labor class, the employee within the affected job title with the least service seniority shall be the first laid off. This section shall be subject to Civil Service regulations regarding Veterans and Disabled Veterans.

ARTICLE XII / SENIORITY (CONTINUED)

RETENTION RIGHTS (SENIORITY)

Retention rights (seniority) are measured from the date of original permanent appointment in the classified service. There are several reasons why an employee's seniority date would be adjusted. Briefly, they are as follows:

a. Veteran - An individual afforded status as a veteran must have serviced in the armed forces in time of war, and received an honorable discharge or release under honorable circumstances. The date of original permanent appointment is adjusted to 30 months earlier.

b. Disabled Veteran - In addition to the above, to qualify as a disabled veteran an individual must be certified by the Veteran's Administration as entitled to receive disability payments for a disability incurred in time of war and the disability must be rated at 10 percent or more. the date of original permanent appointment is adjusted to 60 months earlier.

c. Certain Spouses of Disabled Veterans - The head of household spouse of a disabled veteran with a 100% service-connected disability has the date of original permanent appointment adjusted to 60 months earlier.

A blind individual must be retained over all non-blind individuals having the same appointment status in the same title. This is to say, all permanent non-blind individuals would have to be laid off before a permanent blind individual in the same title. However, permanent non-blind individuals would not be laid off before a probationary, temporary, or provisional blind individual.

2. An employee who is laid off within a job title may displace (bump) an employee in an equal or lower job title, provided the employee has more service seniority than the employee being displaced and the employee meets the minimum qualifications of the job. In turn, the employee who is bumped may displace an employee in an equal or lower job title, provided the employee has more service seniority than the employee being displaced and meets the minimum qualifications of the job.

3. In the event of layoffs, a reduction in the work force, the abolishment of positions or recall, the employees within the competitive class that are impacted by such happenings, are allowed all protections and practices currently provided within New York State Civil Service Law, Rules or Regulations.

ARTICLE XII / SENIORITY (CONTINUED)

D. RECALL PROCEDURE (Non-Competitive and Labor Class Only)

The Housing Authority agrees to maintain a recall list for a minimum period of 36 months and the Authority shall follow the following procedures:

1. In the event of an increase in the work force in the job title where the layoff occurred, the employee who was within the affected job title with the most service seniority shall be the first recalled.

2. The Authority shall notify the recalled employee by registered or certified mail sent to the last known address. If the recalled employee does not respond within ten calendar days of receipt, either in person or in writing, the employee shall be deemed to have resigned.

3. In the event of a vacancy or an increase in the work force in any other job title in the non-competitive or labor class, the laid off employee with the most service seniority shall be the first offered the job, provided no other employee with more service seniority has bid on the job in accordance with Article 11.F and the laid off employee meets the minimum qualifications of the job.

4. The Authority shall notify the laid off employee of the vacancy or new position by registered or certified mail sent to the last known address. If the employee does not respond within ten calendar days of receipt, either in person or in writing, the employee shall be deemed to have rejected the offer.

5. A laid off employee must notify the Authority of any change of address or telephone number which may occur during the layoff.

E. In the event an employee is laid off from service with the Authority, and is subsequently reinstated or reemployed within two (2) years of the lay off, that employee shall be reinstated or reemployed at the same level of benefits enjoyed at the time of the lay off.

F. Employees shall lose their seniority for the following reasons:

1. Discharge if not reversed.

2. An employee absent for three (3) consecutive normally scheduled work days without notification of valid reason to the Authority and who has no legitimate reason for not notifying the Authority of his/her absence, may be considered as having resigned.

ARTICLE XII / SENIORITY (CONTINUED)

3. Unexcused failure to return to work when recalled from layoff.
 4. Unexcused failure to return to work after expiration of a formal leave of absence.
 5. Retirement.
- G. Service seniority shall be used for the purpose of selection of vacation, personal leave days and compensatory time off.

ARTICLE XIII / CLASSIFICATION, GRADES AND ECONOMIC CONSIDERATIONS

Personnel Classifications, Pay Grades, Wages, Salaries, Longevity Payments and matters of Economic Consideration shall be as set forth in Schedule A, hereto annexed. Such Personnel Classifications, Pay Grades, etc. shall be up-dated in accordance with Civil Service specifications.

ARTICLE XIV / HOURS OF WORK AND OVERTIME WORK

A. The regular work week of employees as listed shall be thirty-seven and one-half (37-1/2) hours -- maintenance and thirty-five (35) hours - office, within a period of seven (7) consecutive calendar days, beginning at 12:01 AM on Saturday.

Office Personnel:

8:30 AM - 4:30 PM -- Monday - Friday

Lunch period for office personnel shall be one (1) hour each day. Due to a "special need" and with management approval, Office personnel, may "flex" their workday 1/2 hour between 8:00 AM and 4:30 PM.

Summer hours - defined as the first day of summer to the Friday before Labor Day. Summer hours shall be 9:00 AM to 4:00 PM.

Lunch period for all Personnel shall be one hour each day.

Maintenance Personnel: 7:30 AM - 4:00 PM -- Monday thru Friday. Summer hours from 7:30 Am - 3:30 PM, with lunch hour to be taken from 11:30 AM - 12:30 PM. Lunch period for all maintenance personnel shall be one (1) hour each day.

ARTICLE XIV / HOURS OF WORK AND OVERTIME WORK (CONTINUED)

Security Personnel: Hours to be *5:00 PM to 2:00 AM, seven days per week. A paid lunch period for all security personnel will be one/half (1/2) hour each day. *Security Personnel work an 8 hour day.

All security personnel will be paid one and one half times the regular hourly rate when authorized by the Authority in the following instances:

1. Time worked in excess of eight (8) hours in any one day;
2. Time worked in excess of forty (40) hours in any one week;
3. Security personnel may elect compensatory time off on a time and one half basis, if approved by the Department Head.

Security Overtime Roster:

(1) An overtime rotational roster will be created and posted for Officers to review. Such roster shall list Officers in seniority order, with the most senior at the top and the least senior at the bottom. Overtime shall first be offered to the most senior, then rotated accordingly, whether accepted by the employee or refused. Employees shall be contacted, at their residence, if not duty, when canvassing for overtime.

(2) A record of such canvas shall be maintained by the Authority and be made available to Officers and or Union Representatives upon request.

(3) The Authority is only required to make one (1) phone call to an Officers residence, if overtime is declined or there is no answer, the canvass continues in seniority order.

(4) If a mistake is discovered in the rotational process, a employee(s) shall not be compensated for work not performed, however such employee(s) shall automatically be considered "next" in the rotational process.

(5) The Authority reserves the right to make specific overtime assignments based upon operational needs. (ie. spanish-speaking officer is needed).

Security Officers Equipment: The Authority will replace damaged or obsolete equipment provided by the Authority to the employee. It shall be in the sole discretion of management to determine if and when a piece of equipment is so damaged or has become obsolete as to require replacement.

ARTICLE XIV / HOURS OF WORK AND OVERTIME WORK (CONTINUED)

Security Officers Training: The Authority will pay full salary to Officers that attend work related training that is mandated by New York State or some other controlling authority. (Federal or Local Law, Court Decision, etc.)

Security Personnel: "Work Rule"

Full time Troy Housing Authority Security Personnel are prohibited from working in excess of twenty (20) hours per calendar week in employment outside of the Housing Authority, and are not permitted to work in excess of a total of sixty (60) hours in any calendar week. This work rule applies only upon the authorization of the Authority to utilize weapons during the course of the security personnel's work day.

B. Operations that require seven (7) days per week scheduling shall be scheduled so that the average calendar work week per employee does not exceed forty (40) hours. Work shifts may not necessarily conform to the work week Monday through Friday.

C. Where the regular schedule of department operations requires work on a seven (7) day work schedule, work on Saturdays and Sundays within the forty (40) hour average limitations shall not be considered overtime work.

D. All employees will be paid one-and-one half (1-1/2) times their regular hourly rate when authorized by the Authority in the following instances:

1. Time worked in excess of seven and one-half (7-1/2) hours in any one day.
2. Time worked in excess of thirty-seven and one-half (37-1/2) hours in any one week.
3. Employees may elect to receive compensatory time off, on a time and one-half basis if approved by the Department Head.

ARTICLE XIV / HOURS OF WORK AND OVERTIME WORK (CONTINUED)

E. The overtime rate shall be computed by the employee's weekly rate of pay..

F. Office personnel shall receive compensatory time off or overtime (at the employees choice), on a time and one-half basis when authorized by the Authority in the following instances:

1. Time worked in excess of seven (7) hours in any one day.
2. Time worked in excess of thirty-five (35) hours in any one week.
3. Any compensatory time off earned, but not taken by December 31, in the year earned, shall be paid to the employee by February 1 of the following year. Payment shall be at the rate of pay in effect at the time that compensatory time was earned.

G. Any work performed on holidays and Sundays, unless excepted in this Agreement, shall be paid at two (2) times the regular rate of pay for all hours worked.

H. For the purposes of computing overtime - all hours on paid leave shall be considered as hours worked.

I. When work must be scheduled outside of the regularly scheduled shifts or work weeks, the employee shall report for such work when notified by the Authority unless excused for good cause by his/her Department Head.

J. There will be no duplication of overtime for the same hours worked.

K. Employees who are required to work Saturday and Sunday as part of the regular work week are not to be paid overtime for said work; however, they will be paid on their normal days off at the rate of time and one-half for the first day and double time for the second day.

L. Resident on call maintenance agreement shall be continued and supersede the contract.

M. The Authority shall notify CSEA at least seven (7) days in advance of any change in working methods or working conditions, except where such change is required because of an emergency or major disaster over which the Authority has no control.

ARTICLE XIV / HOURS OF WORK AND OVERTIME WORK (CONTINUED)

N. When emergency conditions require employees of a department to work outside of, or in addition to, their regular schedule, a departmental emergency call-in procedure shall be followed.

ARTICLE XV / EMPLOYEE LEAVES

VACATION LEAVE

A. Vacation leave is authorized absence from duty with pay and shall be earned in accordance with the following schedules:
Effective October 26, 2000

Time Earned

Vacation Leave Earned

6 - 12 months	10 working days
13 - 60 months	15 working days
61 - 120 months	20 working days
121 - 180 months	25 working days
181 - 360 months	**30 working days

**NOTE: This vacation level of benefit is only for employees hired on or prior to December 16, 1985.

B. No temporary, seasonal, or part-time employee is eligible for vacation leave.

C. Employees shall receive credit for a month worked for every month in which they work or receive regular compensation for fifteen (15) work days or 120 hours. Time lost by an employee by reason of absence without pay shall not be considered in computing earned credits for vacation leave.

D. Employees may accumulate and carry over vacation leave credits to a maximum of seventy (70) days and may be increased upon approval by the appointing authority.

E. An employee scheduled for vacation leave who becomes ill or incapacitated prior to the start of such vacation leave, shall have the right to postpone his/her vacation leave until he/she is physically able, and rescheduling by the immediate supervisor can be arranged.

F. Vacation leave schedules shall be assigned by the Authority so as to permit the continued operation of all Authority functions without interference. Employees will be given preference, whenever practical by seniority, to select available vacation leave periods for their allowable vacations. Available vacation leave period schedules shall be posted prior to April 1 of each year, and except in emergencies shall be changed only by mutual agreement.

ARTICLE XV / EMPLOYEE LEAVES (CONTINUED)

G. Vacation leave shall be scheduled in weekly periods. Vacation leave may be used (minimum 1 hour unit) after 12 months service if request for such leave is submitted in writing a minimum of 24 hours in advance of requested leave.

1/2 day equals 3-1/2 hours for Office Personnel. 1/2 day equals 3-3/4 hours for Maintenance.

H. Vacation leave may not be allowed at any time in advance of earned time.

I. Employees shall be entitled to compensation for unused vacation leave, up to seventy (70) days, in any of the following instances:

1. Any regular employee who gives at least five (5) working days written notice regarding termination of his/her employment with the Authority shall be entitled to compensation for any unused portion of vacation leave time, as of date of separation.

2. Any regular employee who is placed on indefinite layoff or separated from the Authority for reasons other than disciplinary action shall be compensated for accrued and unused vacation leave time.

3. Any regular employee who enters military service shall be entitled to compensation for unused vacation leave time at the time they leaves the Authority to enter military service.

4. By mutual written agreement between the Executive Secretary and the employee, the employee may be compensated for a portion of his/her unused vacation leave credits.

5. Any regular employee entitled to vacation leave time who may die prior to his/her receipt of said benefit shall have an amount equivalent to his/her pay for such unused vacation leave time paid to his/her next-of-kin or estate.

6. When computing compensation for unused vacation leave, the rate of pay in effect during the months in which the vacation leave is used shall be the rate at which compensation shall be computed.

J. A leave of absence without pay, or a resignation followed by reinstatement or re-employment in Authority service within one (1) year following such resignation, shall not constitute an interruption of continuous service for the purpose of this section; provided, however, that leave without pay of the period between resignation and reinstatement or re-employment, during which the employee is not in Authority service shall not be counted in determining eligibility for additional vacation leave credits under this section.

ARTICLE XV / EMPLOYEE LEAVES (CONTINUED)

K. Employees may utilize earned vacation leave credits in case of illness or death of family members other than those defined under the sick leave provisions of the Contract as "immediate family". Advance notice of not less than twenty-four (24) hours shall be provided, when possible.

SICK LEAVE

NOTE: SICK LEAVE CAP: Employees may accrue up to a maximum of one hundred and eighty (180) sick days.
*in accordance with MOA of Sep 2000

A. Sick leave is absence with pay necessitated by the illness or physical disability of the employee, other than that covered by the New York State Workers' Compensation Act. Sick leave shall not be considered a privilege which an employee may use at his discretion, but shall be allowed only in case of necessity and actual sickness or disability of the employee. Abuse of sick leave privileges or falsification of illness or disability will result in disciplinary action up to and including discharge.

B. Employees shall earn sick leave credits at the rate of one (1) day, not to exceed the number of hours in their regular work day per month. Paid leave days covered in this Contract shall be considered as days worked for accumulation of sick leave credits. Sick leave shall be computed from the first full working day of the employee. However, no employees shall be entitled to sick leave credit until he/she shall have completed thirty (30) calendar days of employment, at which time he/she shall be credited with the number of hours he/she will have earned during that period of service. An employee who has not served thirty (30) calendar days of service shall not be paid for his absence due to illness.

C. Employees shall receive sick leave credit for a month worked for every month in which they work or receive regular compensation for fifteen (15) work days, or 120 hours. Time lost by an employee by reason of absence without pay shall not be considered in computing earned credits for sick leave.

D. The amount of sick leave used by an employee shall be equal to the number of regularly scheduled hours he/she would otherwise have worked during his/her absence on such leave.

E. If the employee so elects, after all accrued sick leave is used, vacation leave may be used and payment made therefor to the extent of vacation leave accrued to which the employee is entitled as of such date.

ARTICLE XV / EMPLOYEE LEAVES (CONTINUED)

F. The Authority shall advance sick leave credits to an employee to a maximum of one hundred twenty (120) working days, if the following conditions exist:

1. The employee must have exhausted all of his/her accumulated sick, vacation, personal and compensatory leave credits.
2. The illness or injury must be of a nature which is not considered a permanent disability which would render the employee incapable of ever returning to his/her permanent duties;
3. Extended sick leave shall not be granted if the illness or injury is incurred as specified in Section K of this Article.
4. RECOUPMENT: Any employee accepting advanced sick leave credits that must be "paid back" through the future earning of accruals or overtime, must sign a document (example in attachment #1) prior to the advancement of such credits to such employee. The employee must be provided with a copy of the signed document and the original will be placed in the employees permanent history folder. Such document will clearly display in addition to the above that... "Any employee that owes sick leave credits to the Authority who works overtime, the overtime shall be at the commensurate rate, converted to compensatory time, and applied to the owed sick leave".

The employee shall submit a written request to the Executive Secretary and Department Head for said extended sick leave. Upon receipt of said request, the Housing physician shall consult with the employee's physician and an opinion shall be rendered to the Authority as to the merits of the request.

If the opinion rendered by the employee's physician indicates that the employee is permanently incapable of returning to his/her duties, he/she shall be terminated. If the opinion indicates the employee will be able to return to his/her permanent duties and extended sick leave is granted, the physician shall periodically review the case. If a review should indicate the employee will not be capable of returning to his/her duties, his/her employment shall be terminated.

The opinion of the employee's physician and the decision of the Executive Secretary shall be final. However, should the Executive Secretary's decision differ from that of the employee's physician and...

ARTICLE XV / EMPLOYEE LEAVES (CONTINUED)

...the employee is terminated, such termination or failure to grant extended sick leave because of said differing opinion, shall become a proper subject for the grievance procedure.

Sick leave credits which have been advanced shall be restored to the Authority upon the employee's return to employment and shall be chargeable against sick leave credits thereafter earned by the employee.

G. An employee absent on sick leave shall notify his/her immediate supervisor or designated call-in dispatcher of such absence and the reason therefor on the first day of such absence, within two (2) hours after the beginning of his/her work shift. Where the work is such that a substitute may be required, earlier notification may be required, but not more than two (2) hours prior to the beginning of the employee's work shift. An employee must advise his/her supervisor of when he/she expects to return to work. Failure to comply with the requirements or notice of this paragraph shall make such absence considered as unauthorized leave. Only extreme major medical circumstances will allow the employee to be excused from the preceding requirements.

H. Sick leave credits may be used in such units as the Department Head may approve, but shall not be used in units of less than one (1) hours.

I. Employees may be required to produce a doctor's certificate after two (2) consecutive days of sickness or disability. However, because of an employee's prior poor sick leave record, the Authority may request a doctor's certificate after each absence whether for one (1) day or less, as a condition of payment of sick leave. In the event of failure to submit proof of illness on request, or in the event that upon such proof as is submitted or upon the report of medical examination, the Authority determines that there is not satisfactory evidence of illness sufficient to justify the employee's absence from the performance of his/her duties, such absence may be considered as unauthorized leave and shall not be charged against accumulated sick leave credits.

USE OF ACCRUALS: Employees shall be allowed to utilize accruals in a minimum of one (1) hour increments. (vacation, sick, PL, holiday, Comp time) When requesting more than 1 hour off duty such time shall be granted in half hour periods. ie. 1 and 1/2 hour, 2 and 1/2 hours, 5 and 1/2 hours etc.

ARTICLE XV / EMPLOYEE LEAVES (CONTINUED)

J. FAMILY MEDICAL LEAVE ACT:

Definition: Family leave shall be granted to an eligible employee to a total of twelve (12) work weeks of leave during any twelve month period for the following:

- (1) Because of the birth of a son or daughter of the employee and in order to care for such son or daughter;
- (2) Because of the placement of a son or daughter with the employee for adoption or foster care;
- (3) In order to care for the spouse, son, daughter, or parent of the employee, if such spouse, son, daughter or parent has a serious health condition;
- (4) Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

An eligible employee may be required to use accrued personal leave, or family leave of the employee for the leave provided under subparagraph (1), (2), (3) above. An eligible employee may be required to use accrued personal leave or sick leave for leave provided under this paragraph (3) or (4) above for any part of the twelve week period of such leave.

The THA shall maintain coverage for health and dental insurance to an employee on leave pursuant to this section for the duration of the twelve week period, and under the conditions coverage would have been provided if the employee had continued in employment continuously for the duration of such leave. The THA may recover the premium that the Authority paid for maintaining coverage for the employee under such group health plan during any period of unpaid leave if the employee fails to return from leave after the twelve week period and (a) the employee fails to return for a reason other than the continuation, recurrence, or (b) onset of a serious health condition what entitles the employee to leave under subparagraph (3) or (4) above, or , other circumstances beyond the control of the employee.

Nothing contained in this provision shall otherwise limit the obligation of the employer or the employee under the provisions of the Family Leave Act. Employees shall not be required to utilize accrued paid vacation time.

Where provisions set forth in the collective bargaining exceed those provided under the FMLA such greater terms shall be extended to employees with the understanding that employees may not pyramid leave benefits.

ARTICLE XV / EMPLOYEE LEAVES (CONTINUED)

K. Sick leave will not be granted when absence is due to the use of narcotics or intoxicants, willful misconduct, or any illness or injury incurred while self-employed or employed by other than the Authority.

L. An employee on sick leave may not work at other employment, without first reporting to his/her regular employment.

M. When an employee is separated from service with the Authority for other than disciplinary reasons and is subsequently reinstated or re-employed within one (1) year after such separation, the employee's sick leave credits accumulated and unused at the time of separation shall be restored.

N. The current provisions of Section 41(J) of the New York State Retirement and Social Security Law shall apply.

O. When approved by the employee's Department Head, illness in the employee's immediate family may be charged against accumulated sick leave credits; provided, however, that charge for such absence shall not exceed three (3) work days per occurrence, with a maximum of ten (10) day in any one year. Proof of the need for such absences, satisfactory to the Department Head may be required. Advance notice of not less than 24 hours shall be provided when possible. For the purposes of this section "immediate family" shall be defined as follows: Mother, Father, Sister, Brother, Wife, or Husband, Son or Daughter, or member of immediate household.

P. An employee who does not take any sick leave from January through June and from July through December shall have one (1) day of vacation leave credit added for each period as of January 1st of the following year.

BEREAVEMENT LEAVE

An employee shall be granted up to five (5) consecutive working days bereavement leave due to death in the immediate family during which period such employee shall sustain no loss of pay. For the purposes hereof "immediate family" shall include natural, foster, step-parents or grandparents, children, grandchildren, brothers, sisters, spouse, father-in-law, mother-in-law, or any relative residing in such employee's household. Employees shall be granted a one day bereavement leave on the day of the funeral for brother-in-law or sister-in-law. Such leave shall not be cumulative.

ARTICLE XV / EMPLOYEE LEAVES (CONTINUED)

PERSONAL LEAVE

A. Effective January 1, 1993, employees shall earn five (5) personal leave days each year. Except as provided below, such leave shall be credited January 1 and may be taken without giving a reason therefor. New employees hired after January 1st will be granted personal leave on a pro-rated basis. Personal leave is to be used in no less than one (1) hour units. To use personal leave, the employee must make a request to the Department Head as far in advance as practicable. The denial of personal leave requests shall be in writing and given within twenty-four (24) hours of request. Any personal leave not used by December 31 each year shall be converted to sick leave.

MILITARY LEAVE

A. The Authority will abide by the re-employment rights as provided in the Selective Service Act and the New York State Military Law, as they are in effect or may be amended. Regular employees who are members of the National Guard or of a Military Reserve organization, will be granted a leave of absence without pay if called to active duty.

B. Employees who are members of the National Guard or any Military Reserve organization, and who are required to attend training sessions or other military duty shall be granted leave of absence for a period not to exceed thirty (30) days. Such term shall be extended without limitation for periods of declared emergency by the Governor of New York State. Such leave will not be charged to vacation or any other leave provisions of this Agreement. Such employees shall be paid the difference between their military pay and their regular compensation from the Authority during the period of the aforesaid leave.

MATERNITY LEAVE

A. A pregnant employee, holding a position by permanent appointment shall upon written request, be granted a leave of absence without pay for a period of six months, or until four months after the birth, whichever is greater. Such leave may be extended by the Executive Secretary up to a total of one year.

B. The employee is requested but not required to report to the Executive Secretary the existence of pregnancy not later than the end of the fourth month of pregnancy.

C. A physician's statement as to the fitness of the employee for the performance of her duties may be required at any time before her leave commences and may be required prior to her return to duty.

ARTICLE XV / EMPLOYEE LEAVES (CONTINUED)

D. Pending approval of Child Bearing Leave for fathers by the Legislature, such coverage will be extended for employees of the Housing Authority.

E. An employee, at her option shall be allowed to utilize her sick leave credits in one-half day increments for each full day of sick leave credit, not to exceed her total accumulated sick leave.

This usage of sick leave at half pay shall apply to this section only.

JURY LEAVE

A regular full-time employee shall be granted a leave of absence when required to report for jury duty provided that he/she shows evidence of such proposed jury duty. Employees shall be paid the difference between any jury duty compensation they receive and their regular wages for each day of jury duty. If an employee serves on jury duty for one-half (1/2) day he/she is required to return to work for the remainder of the day. An employee who serves on jury duty will receive his/her regular check from the Authority and when he/she receives his/her check from the Court, he/she will endorse it and turn it over to the Authority.

WORKERS' COMPENSATION LEAVE

A. Workers' Compensation Leave shall mean leave required as a result of the employee incurring an employment related compensable illness or injury while in the employ of the Authority, as covered by the New York State Worker's Compensation Act.

B. In order to be eligible for Worker's Compensation Leave, an employee shall immediately report any illness or injury, however minor, to his/her immediate supervisor.

C. Employees on Worker's Compensation Leave shall not accrue sick or vacation leave.

D. Employees on Worker's Compensation Leave shall have their hospitalization coverage continued by the Authority for a period not to exceed six (6) months from the first day of Worker's Compensation Leave.

E. The Authority shall provide for New York State Disability Insurance at no cost to the employees.

ARTICLE XV / EMPLOYEE LEAVES (CONTINUED)

LEAVE OF ABSENCE / WITHOUT PAY

A. Department Heads may grant leaves of absence without pay to employees for periods up to ten (10) consecutive days, not to exceed more than fifteen (15) working days, per calendar year. Leaves of absence in excess of ten (10) working days must be approved by the Executive Secretary. No leave shall exceed one (1) year. Such leave may be extended or renewed for a period of one additional year.

B. A leave of absence without pay may be requested for any legitimate purpose but such leave shall not be granted if it is detrimental to the best interests of the Authority. Refusal of such leave of absence without pay shall not be a subject for the grievance procedure.

C. Employees shall request such leaves of absence in writing in advance of the date so desired; however, the Executive Secretary may make exceptions in emergency situations.

D. For leaves exceeding thirty (30) days the employee may continue such benefits as hospitalization, life insurance, etc., at his own expense.

E. If two employees request leave for the same period, the senior employee shall be given preference.

HOLIDAY LEAVE

A. Holiday pay is compensation paid for time during which regularly scheduled work would normally be performed, said work having been suspended by reason of a general holiday.

B. The following shall be general paid holidays for Authority employees:

New Year's Day
Washington's Birthday - third Monday in February
Memorial Day
Independence Day
Labor Day
Columbus Day - second Monday in October
Veteran's Day
General Election Day (November)
Thanksgiving Day
Christmas Day
Martin Luther King Day
Floater*

ARTICLE XV / EMPLOYEE LEAVES (CONTINUED)

C. *Floating Holiday: An employee shall receive one (1) floating holiday per year. Such holiday may be utilized at the employee(s) request with prior supervisory approval. Such floater must be utilized within the calendar year. Failure to do so shall result in the loss of the day.

D. When a holiday falls on Saturday, the preceding Friday shall be observed as the holiday; when a holiday falls on Sunday, the following Monday shall be observed as the holiday, except as specified above.

E. All Authority employees shall be credited with the number of hours in their normal work shift for each of the above holidays, except as further provided herein; provided, that no employees shall receive credit for more than twelve (12) holidays in any calendar year.

F. If any employee is assigned to a department or bureau that is operating six or seven days per week and the holiday falls on the employee's day off, or if the holiday falls during an employee's vacation, he/she shall be given a lieu day for that day. Such day may be his/her next regularly scheduled work day.

G. To qualify for holiday pay as specified in Section A above, an employee must have worked all of the regularly scheduled hours on the last scheduled work day before and next scheduled work day following a holiday unless excused. Denial of holiday pay will be subject for a grievance.

H. An employee on formal unpaid leave-of-absence or layoff shall not receive holiday pay during such leave.

I. Holiday pay will not be paid to any employee required to work on a holiday who fails to report for such work, unless excused.

J. Employees that are required to work on holidays will be compensated if it is a regularly scheduled work day. In cases where an employee was not scheduled to work and was called into work, he/she shall be compensated at the double time rate.

TERMINAL LEAVE SALARY COMPENSATION

Any employee who leaves the Authority for any of the following reasons:

- a. Layoff
- b. Resignation (with at least five working days written notice)
- c. Retirement
- d. Termination

is to be paid for the following compensation in no more than two (2) weeks after the final day of employment with the Authority.

- a. Unused annual leave, up to seventy (70) days
- b. Unused personal leave, up to five (5) days
- c. Unpaid/unused compensatory time

In the event of separation from the Authority due to death, the terminal leave compensation will go to the next of kin or estate.

ARTICLE XVI / HEALTH INSURANCE

A. Employees, on the payroll, as of the final ratification of this agreement by all needed parties, shall continue to be eligible for coverage under the Authority's existing, or equivalent, health insurance plans. The cost of such insurance shall be paid in full by the Authority with the following exceptions:

Employees hired prior to the final ratification that are currently eligible for health insurance in accordance with section B below, shall continue to proceed through the schedule as indicated. The Authority shall pay 100% of the premium for such insurance upon the commencement of the employee's fourth year of employment.

Upon final ratification of this new agreement, by all needed parties, employee(s) hired after that date, (hereinafter referred to as "New") shall contribute 15% of the health insurance premium. Such contribution shall be determined based upon the health plan option that such new employee(s) has chosen (Family, Two Person or Individual). Additionally, the Authority shall determine the 15% based upon the present, November 1998, cost for such insurance and shall continue to do so until December 31, 2000.

As of January 1, 2001 and thereafter, said new employee(s) shall pay ~~15% of the amount~~ of the Authority's prevailing health insurance premium based upon the employee(s) chosen plan, (Family, Two Person or Individual). Unless the parties have negotiated some other arrangement.

ARTICLE XVI / HEALTH INSURANCE (CONTINUED)

NOTE: The following section B applies only to employees hired within the time frame mentioned within B and expires when the last eligible employee(s) complete the 4 year requirement. At that time the involved employee(s) shall be eligible for health insurance in accordance with Section A, directly above.

B. Employees employed by the Authority; (1) may at their option and expense be covered under the health insurance plan after thirty (30) days employment; (2) shall, at their option be provided individual coverage toward the premium cost of which the Authority shall contribute forty-two percent (42%) thereof, increasing to one hundred percent (100%) after three (3) years continuous employment, according to the following schedule:

Health Insurance Schedule

1st year employee contribution 58%	- Housing Authority	42%,
Day 31 through Day 365		
2nd year employee contribution 36%	- Housing Authority	64%,
Day 366 through Day 730		
3rd year employee contribution 28%	- Housing Authority	72%,
Day 731 through Day 1,095		
4th year employee contribution 0%	- Housing Authority	100%,
Day 1,096 on		

C. Should the Authority and CSEA contemplate changing insurance carriers as indicated in paragraph A above, the Authority and CSEA shall consult prior to such change. In the event that the Authority changes the offered plans in any manner such changes must be equal to or greater than the present benefit levels.

D. Employees with three (3) or more years service with the Authority shall, effective September 1, 1989, be provided family dental insurance (Empire Blue Cross-Blue Shield Dental Plan), the Authority to pay the entire cost of such program. In the event the Authority changes the insurance carrier/providers/plan(s) the new carrier/providers/plan(s) must provide "equal or improved" coverage.

E. Employees with three (3) or more years of service with the Authority shall have provided the CSEA-EBF Vision Care Platinum 12 Plan with VDT eye glass coverage for employees only. The Authority to pay the entire cost of such program. In the event the Authority changes the insurance carrier/providers/plan(s) the new carrier/providers/plan(s) must provide "equal or improved" coverage.

ARTICLE XVI / HEALTH INSURANCE (CONTINUED)

F. HEALTH INSURANCE BUY-OUT

1. An employee with three or more years service who is fully insured under the Authority's health insurance plan may elect to refuse participation in the Authority's health insurance plans (includes vision, dental and prescription). Such employee shall receive an amount equivalent to forty percent (40%) of the cost of the premium of the Authority's indemnity plan for individual or family coverage, as the case may be, for each year the employee is eligible but does not elect coverage. Payment shall be made in a separate check on the first payday in December.

Copy of Family Plan

2. To be eligible for the health insurance "buy-out", the employee must document that the employee is covered under another health insurance plan. Thereafter, such employee must provide documentation on, or immediately before, December 1st of each year. Such documentation shall be in writing from the provider of the alternate plan.

3. An employee may elect to resume coverage in one of the Authority's health insurance plans on the first day of the following month. The employee must give such notice to the Executive Secretary a minimum of twenty five (25) business days prior to the end of the month. In such cases, the buy-out will be prorated on a monthly basis.

4. In order to be eligible for a buy-out, employee must be eligible for fully paid health insurance. (To qualify, an employee needs at least three years of service with the Authority) The buy-out will be pro-rated on a monthly basis and is immediately available for the duration of this agreement.

5. Employees hired after the effective date (date of signatures) of this new agreement (1/1/2000 - 12/31/2003) shall receive the health insurance Buyout based upon THA's least expensive health plan. All current bargaining unit members shall continue with the Buyout as the current practice has allowed.

ARTICLE XVII / RETIREMENT

A. The following "fringe" retirement benefits shall further be subscribed to the following, provided the State Legislature passes appropriate legislation:

1. The right to purchase service credit for WWII military service.
2. Re-opening of the privilege of having service credited for a past period of military leave without pay.
3. The right to purchase credit for service while a member of any other New York State, or subdivision of the State's retirement systems.

ARTICLE XVII / RETIREMENT (CONTINUED)

B. Eligible members of the bargaining unit shall have the right to subscribe to the plans specified in Sections A and B upon the successful completion of their probationary period.

C. The Authority shall bear the entire cost of the contribution prescribed for the employees set forth in the New York State Retirement and Social Security Law as amended.

D. Effective January 1, 1978, the Authority shall provide eligible members of the bargaining unit the guaranteed ordinary death benefit provided in Section 60-b of the New York State Retirement and Social Security Law, as amended.

E. Effective July 1, 1981, the Authority shall provide eligible members of the bargaining unit, the benefits of Section 75i of the New York State Retirement and Social Security Law, as amended.

F. Health Insurance for Retirees: Effective 1/1/85

1. The Authority agrees to provide health insurance at no expense (which includes Medical, Hospitalization and Prescription Drug coverage) for any employee, in accordance with the schedule below, who actually retires from the Authority and draws pension from the New York State Retirement System, or has "vested" their rights with the New York State Employee's Retirement System. Note: An employee who has vested his or her rights with the New York State Retirement System will not receive paid up health insurance benefits from the Authority until such employee begins receiving retirement benefits.

2. Retirees may choose their Health plan from among those offered by the Authority or a plan comparable in cost in accordance with the schedule below:

Medical, Hospitalization and Prescription Drug Payment Schedule

Employer contribution:

- 100% contribution for employee and spouse after 25 years of service
- 100% contribution for employee after 20 years of service and 35% contribution for spouse.
- 75% contribution for employee after 15 years, and 35% contribution for spouse
- 50% contribution for employee after 10 years, and 35% contribution for spouse.

ARTICLE XVII / RETIREMENT (CONTINUED)

3. Medicare contributions by the retired employee and/or spouse will be reimbursed or used as a deduction in the employee contribution calculation.

4. Effective January 1, 1996, the Authority will provide 100% paid Medical, Hospitalization, Prescription Drug, Dental and Vision coverage for the employee and spouse if the employee retires with 25 or more years of service (as noted in the schedule above).

5. In the event of the death of the retired employee, the benefit carried by the surviving spouse will be continued, at the same contribution level, without interruption.

6. All benefits provided in this Section of the contract (Art. XVII/RETIREMENT) will be provided in full force, as listed. Such benefits shall not be reduced. A retiree's benefit level from January 1, 1996 forward are determined by the level of benefits provided in the respective agreement in place at the time of retirement.

ARTICLE XVIII / INCENTIVE PROGRAM

A. Any employee of the Authority who submits a suggestion that, if accepted, results in a minimum savings of One Thousand Dollars (\$1,000.) to the Authority within one (1) year, shall be eligible for a financial award, to be determined by an Incentive Committee.

B. The Incentive Committee shall consist of:

1. Two (2) members of the Housing Board (to be appointed by the Board of Commissioners).

2. Two (2) members of CSEA (to be appointed by the President).

3. Two (2) Department Heads (to be appointed by the Executive Secretary).

4. The Executive Secretary.

C. The Incentive Committee shall choose from among themselves a Chairman who will receive all suggestions submitted for consideration by the Committee. The Committee shall:

1. Decide which suggestions shall be implemented, and

2. The amount of savings resulting, and

3. The amount of financial award to the author of the suggestion.

ARTICLE XIX / MISCELLANEOUS PROVISIONS

A. Separability Clause:

If any article or section or sections of this Agreement should be held invalid by operation of law or by any Court of competent jurisdiction to the extent of making the article or section inoperable, or if compliance with or enforcement of any article or section should be restrained by such Court, the remainder of this agreement shall not be affected thereby, and the parties shall enter into immediate collective negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

B. Past Practices:

This Agreement supersedes all existing rules, regulations, practices, benefits and general working conditions previously granted and allowed by the Employer relating to matters herein contained; such rules, regulations, practices, benefits and general working conditions relating to matters not contained in this Agreement, unless specifically excluded by this Agreement, shall remain in full force and effect during the life of this Agreement.

C. Special Conference:

The Executive Secretary and Association President together with two (2) additional Association representatives designated by the Unit President agree to meet and confer on matters of mutual interest upon the written request of either party at a mutually agreeable time and place within fifteen (15) working days of request. The written request shall state the reason(s) for requesting conference and discussions shall be limited to matters set forth therein.

NOTICE TO CSEA:

The Authority shall notify CSEA at least seven (7) days in advance of any change in working methods or working conditions, except where such change is required because of an emergency or major disaster over which the Employer has no control.

The Authority will notify CSEA a reasonable time in advance of a change which would adversely affect the continued employment of a substantial number of employees covered hereunder.

The Authority shall notify the CSEA Unit President will be provided with specific and timely written notice of any personnel changes... i.e. promotions, resignations, new hires, title changes, salary changes and any other similar employee change that may impact one's civil service status.

ARTICLE XIX / MISCELLANEOUS PROVISIONS (CONTINUED)

D. Safety Committee (HEPATITIS BE SHOTS)

There shall exist a Safety Committee composed of two members representing the Executive Secretary and two members representing the Association which shall meet monthly for the purpose of identifying safety related issues affecting employees, and to recommend plans for the correction of such matters including, but not limited to:

1. Fire alarm systems in Authority buildings
2. Emergency evacuation
3. Availability and adequacy of first-aid kits
4. Provision for special safety equipment or clothing
5. Vehicular safety

HEPATITIS B SHOTS: THA shall make available, Hepatitis B Shots, for employees upon request.

E. Non-Discrimination:

The parties shall administer their obligations under this Contract in a manner which will be fair and impartial to all employees and shall not discriminate against any employee by reason of sex, nationality, race or creed.

Attempts will be made to provide a reasonable accommodation to allow such an employee to return to work, including part-time work, job reassignment, use of auxiliary aids and other accommodations provided in the Section 504 requirements.

F. Waiver Clause:

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Authority and Association for the life of this Agreement each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter covered by this Agreement except as defined in Article XIX (A). With respect to any subject or matter not specifically referred to in this Agreement, these matters will not be re-negotiated except by mutual agreement of both parties.

ARTICLE XIX / MISCELLANEOUS PROVISIONS (CONTINUED)

G. N.Y.S. DISABILITY

The Authority will continue to provide to all employees in the bargaining unit, New York State Disability Coverage at the present level of benefit without any expense to current employees. Disability Benefits are temporary cash benefits payable to an eligible wage earner who is disabled by an OFF-THE-JOB injury, or illness.

Supplementing the Workers' Compensation Law, the Disability Benefits Law insures protection for wage earners by providing for weekly cash benefits to replace, in part, wages lost because of injuries or illnesses that do not arise out of and in the course of employment.

Disability Benefits are also provided to an unemployed claimant to replace Unemployment Insurance benefits lost because of illness or injury.

H. SICK LEAVE BANK

(a) The Authority and the Association agree that a Sick Leave Bank (hereinafter known as the Bank) would provide a significant measure of financial protection for employees. The sole purpose of the Bank is to provide additional sick leave to members of the bargaining unit who have exhausted their own sick leave and who require additional days for a prolonged illness or disability.

(b) The Bank shall be governed by a Board of Trustees (hereinafter know as the Trustees) composed of one member appointed by the Authority, one member appointed by the Association and a member mutually agreed upon by the Authority and the Association. The Association and the Authority reserve the right to change their representatives at any time.

(c) The Trustees shall act on all Bank requests within seven work days and promptly notify the applicant of their decision.

(d) A decision will be binding when two of the Trustees are in agreement.

(e) Records relating to the request for Bank days will be confidential and will be the exclusive property of the Trustees.

ARTICLE XIX / MISCELLANEOUS PROVISIONS (CONTINUED)

SICK BANK (CONTINUED)

(f) Membership in the Bank shall be on a voluntary basis. Members of the bargaining unit desiring to join the Bank shall make an initial contribution equal to three times their normal hourly work day. For example, an employee whose normal hourly work day is 8 hours would be required to make an initial contribution of 24 hours.

(g) During the course of the year, if the Bank falls below a number of hours, to be determined by the Trustees, each member of the Bank must make an additional contribution equal to one-third of their initial contribution.

(h) Any member of the Bank who has exhausted his/her sick leave prior to additional donation periods will not be dropped from the Bank because of the inability to contribute additional days. However, such employees must make the required additional contribution to the Bank as such employee accrues such time.

(i) Members will continue from year to year without the necessity of filing a new application each year of contributing additional days.

(j) Employees wishing to discontinue membership in the Bank must notify the Trustees in writing prior to the end of the second pay period in January.

(k) Only members of the Sick Leave Bank are eligible to receive days from the Bank.

(l) After the initial year, the Trustees will publish the official list of the individuals in the Bank by June 15 of each year. The Authority, the Association President, and each member will receive a copy of the list.

(m) Membership in the Bank shall be open to all employees in the unit. Use of Bank days shall be governed by the following rules:

(n) Members who withdraw from the Bank will not be eligible to withdraw their days donated to the Bank. Days donated are non-refundable.

(o) A member is not eligible for Bank days prior to the exhaustion of personal sick leave. When it becomes apparent that a member's illness will exhaust the personal sick leave available, application can be made for Bank days. A doctor's statement must accompany the application.

ARTICLE XIX / MISCELLANEOUS PROVISIONS (CONTINUED)

SICK BANK (CONTINUED)

(p). The member making application for use of the days shall submit such information as the Trustees shall request. The member will meet with the Trustees, if necessary, to determine whether such application will be approved. The decision of the Trustees will be rendered in writing, a copy sent to the member and a copy placed in the member's Bank file. A member of the Bank may borrow a maximum of 20 days "per consecutive 24 month calendar period.. In considering applications, the Trustees may consider length of service. The Authority will receive written notification of the number of days to be allowed for the individual. If the member does not use the total number of days allowed, the excess will be returned and credited to the member.

(q). When a member of the bargaining unit returns to work, he/she will repay the fund in the amount of one-half the borrowed sick leave. In the event a member does not return to duty for any reason other than continued inability to perform his/her duties as certified by a physician, he/she will repay the amount of one-half of the borrowed sick leave. Such repayment shall be made in full day increments, as soon as earned and may be made with the utilization of any accrued time, including compensatory, annual, and personal, prior to ending service.

(r). Any member making a false statement(s) in application of Bank days or in any proof or statement in connection therewith or who shall attempt to deceive the Trustees shall be guilty of fraud, punishable by immediate suspension from the Bank for a period of time to be determined by the Trustees. Any members who are guilty of fraud are not able to withdraw days donated to the Bank.

(s). Applications must be filed within two weeks following the exhaustion of a person's sick leave. If members are incapable of filing benefits in their behalf, another person may apply for them.

(t) Twice each year the Trustees will meet and will notify the Authority and the Association President as to the balance of sick days in the Bank.

(u). The decisions of the Trustees shall not be subject to the grievance procedure, or any other review process including but not limited to judicial or executive branch review.

ARTICLE XIX / MISCELLANEOUS PROVISIONS (CONTINUED)

SICK BANK (CONTINUED)

(v). RECOUPMENT: All employee's requesting time from the sick bank must complete the recoupment statement in order to be eligible to receive time from the sick bank. The employee's signature indicates that the employee fully understands the recoupment involved.

The decisions of the Trustees shall not be subject to the grievance procedure, or any other review process including but not limited to judicial or executive branch review.

ARTICLE XX / DURATION

A. This Agreement shall become effective January 1, 2000, and the terms and provisions thereof shall remain in full force and effect until the 31st day of December 2003.

B. On or about July 1, 2003, the parties hereto shall commence negotiations for a new Agreement.

C. If the parties hereto have failed to reach a new Agreement by the expiration of this Agreement, all of the terms and conditions set forth in this Agreement, and any supplements or modifications thereof, shall continue in full force and effect until the date of execution of the new Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the

18th day of May, 2001 ~~2000~~

FOR THE TROY HOUSING AUTHORITY OF THE RENSSELAER COUNTY LOCAL 842

[Signature]
Executive Secretary

[Signature]
Unit President

Committee

[Signature]
Labor Relations Specialist, CSEA

Committee

SCHEDULE "A"

<u>CLASSIFICATION</u>	<u>PAY GRADE</u>
Assist Housing Rehab Coordinator	19
Accountant	26
Account Clerk	4
Account Clerk-Typist	4
Administrative Assistant	15
Assistant Code Inspector	11
Assistant Planner	17
Auto Equipment Supervisor	13
Auto Mechanic Helper	6
Automotive Mechanic	11
Building Maintenance Man	6
Building Maintenance Mechanic	11
Building Maintenance Supervisor	15
Cashier	11
Chief Account Clerk	18
Clerk	2
Code Inspector	11-13
Computer Operator	10
Computer Programmer	17
Data Machine Operator	10
Director of Security	14
Draftsman	10
Dispatcher	4
Electronic Technician	11
Grounds Maintenance Supervisor	10
Head Account Clerk	14
Housing Authority Rehabilitation Coordinator	19 21
Housing Management Aide	15
Housing Security Officer	8
Housing Services Coordinator	15
Junior Administrative Assistant	12
Key Punch Operator	2
Laborer	5
Machine Operator	10
Motor Equipment Operator Heavy	10
Motor Equipment Operator Light	7 8
Planner	20
Principal Account Clerk	11
Principal Code Inspector	17
Principal Planner	26
Principal Stenographer	19
Purchasing Agent	20
Radio Dispatcher	4
Relocation Interviewer	15
Secretary I	6

CLASSIFICATIONPAY GRADE

Senior Account Clerk	8
Senior Account Clerk Stenographer	8
Senior Account Clerk Typist	8
Senior Administrative Assistant	19
Senior Automotive Mechanic	13
Senior Code Inspector	15
Senior Housing Security Officer	19
Senior Key Punch Operator	6
Senior Planner	23
Senior Planning Technician	12
Senior Stenographer	6
Senior Typist	5
Stenographer	3
Stock Clerk	5
Superintendent of Buildings & Grounds	19
Typist	2
Welder	11
Working Foreman	8
Worker's Compensation Agent	18
Housing Projects Manager	26
Tenant Relations Assistant	13
Tenant Relations Supervisor	19
Watchman (Supervisor)	11
Steam Boiler Fireman	8
SECRETARY I	6

DEFINITIONS

1. Promotion: Shall mean a change in employment to a pay grade which has a higher maximum salary.
2. Demotion: Shall mean a change in employment to a pay grade which has a lower maximum salary.
3. Transfer: Shall mean a change in work locations or department within the same classification and pay grade.
4. Reclassification: Shall mean the change from one to another classification, based on the duties involved.
5. Acting Assignment: Shall mean an assignment for a limited time to a different classification as determined by the need of the service; such assignment not involving promotion or change in status, notwithstanding any provision or rule to the contrary.

A. Compensation Determination:

1. Employees shall be compensated in accordance with the schedules hereto annexed for the respective years.

2. All progression from the Starting Rate to the Grade Rate shall occur as of the first day of the pay period immediately following such employees first anniversary of employment.

All progression from the Grade Rate to the Service Rate shall occur as of the first date of the pay period immediately following such employees fifth anniversary of employment.

3. Employees who are promoted or who are reclassified shall be paid at the commensurate rate of the classification to which promoted or reclassified.

4. Employees on acting assignment to a higher classification for more than three (3) consecutive work days shall be paid at the commensurate rate in the higher classification. Duration of acting assignment shall be determined by the Department Head.

5. An employee who is demoted for other than disciplinary reasons or whose position is reclassified to a lower pay grade shall be paid at the commensurate rate for the lower classification.

6. All changes in compensation shall be effective at the beginning of the first payroll period following the date of change.

DEFINITIONS (CONTINUED)

7. SALARY UPGRADE

Effective January 1, 1994 when an employee completes twenty (20) years of service, said employee shall advance to the "merit" step on the salary schedule.

Effective January 1, 1994 when an employee completes twenty-five (25) years of service, said employee shall advance to the "senior" step on the salary schedule.

Effective January 1, 1994, current employees shall be placed in their respective salary grade step, according to their years of service.

8. SALARY SCHEDULE

THA shall provide a three (3%) percent salary increase, across-the-board for all employees in the bargaining unit effective January 1st of years 2000, 2001 and 2002. THA shall provide a three and one half (3 1/2%) percent salary increase, across-the-board for all employees in the bargaining unit effective January 1st of 2003.

9. Management will compensate employees involved in special assignments (ie., asbestos removal) at the prevailing wage rate.

LONGEVITY

A. The Authority agrees to pay a longevity allowance in addition to salaries as follows:

1. This longevity payment shall be made on the first regular pay day of December.

2. Employees that qualify under the following categories shall be paid the designated longevity payment:

a. To those employees who have completed five (5) years of service with the Authority on or before January 1, the sum of \$425. If the five years are completed during the calendar year, the prorated portion shall be paid.

b. To those employees who have completed ten (10) years of service with the Authority on or before January 1, the sum of \$625. If the second five-year period is completed during the calendar year, the prorated portion of the additional increment shall be paid.

LONGEVITY (CONTINUED)

c. To those employees who have completed fifteen (15) years of

service with the Authority or before January 1, the sum of \$725. If the third five-year period is completed during the calendar year, the prorated portion of the additional increment shall be paid.

d. To those employees who have completed twenty (20) years of service with the Authority on or before January 1, the sum of \$825. If the fourth five-year period is completed during the calendar year, the prorated portion of the additional increment shall be paid.

e. To those employees who have completed twenty-five (25) years of service with the Authority on or before January 1, the sum of \$925. If the fifth five-year period is completed during the calendar year, the prorated portion of the additional increment shall be paid.

To those employees who have completed twenty-nine (29) years of service with the Authority on or before January 1, the sum of \$1,700.00. If the twenty-ninth year period is completed during the calendar year, the pro-rated portion of the additional increment shall be paid.

3. Service with the Authority need not be continuous service; however, only actual working time (not leaves of absence, etc.) shall be counted.

DIFFERENTIAL PAY

The Authority agrees to pay a shift differential to personnel on the following basis:

1. Personnel who work at 3:00 PM to 11:00 or 4:00 PM to 12:00 midnight shift shall receive an additional 17.5 cents per hour.

2. Personnel who work the 11:00 PM to 7:00 AM or 12:00 midnight to 8:00 AM shift shall receive an additional 22.5 cents per hour.

There shall be a common pay day for all Authority employees.

**SCHEDULE A
TROY HOUSING AUTHORITY
2000 SALARY SCHEDULE**

GRADE	START	GRADE AFTER 1 YEAR	SERVICE AFTER 5 YEAR	MERIT AFTER 20 YEAR	SENIOR AFTER 25 YEAR
1	\$17,122	\$23,760	\$25,341	\$26,160	\$27,031
2	\$17,772	\$24,507	\$26,160	\$27,031	\$27,962
3	\$18,456	\$25,297	\$27,031	\$27,962	\$28,726
4	\$19,179	\$26,140	\$27,962	\$28,726	\$29,690
5	\$19,890	\$26,906	\$28,726	\$29,690	\$30,753
6	\$20,659	\$27,788	\$29,690	\$30,753	\$31,624
7	\$21,487	\$28,749	\$30,753	\$31,624	\$32,733
8	\$22,294	\$29,624	\$31,624	\$32,733	\$33,949
9	\$23,203	\$30,654	\$32,733	\$33,949	\$36,060
10	\$24,149	\$31,759	\$33,949	\$36,060	\$37,199
11	\$25,848	\$33,650	\$36,060	\$37,199	\$38,685
12	\$26,832	\$34,771	\$37,199	\$38,685	\$40,197
13	\$27,957	\$36,135	\$38,685	\$40,197	\$41,491
14	\$29,142	\$37,556	\$40,197	\$41,491	\$43,198
15	\$30,274	\$38,851	\$41,491	\$43,198	\$44,909
16	\$31,576	\$40,430	\$43,198	\$44,909	\$46,456
17	\$32,920	\$42,034	\$44,909	\$46,456	\$48,279
18	\$34,237	\$43,558	\$46,456	\$48,279	\$50,335
19	\$35,687	\$45,281	\$48,279	\$50,335	\$52,500
20	\$37,258	\$47,180	\$50,335	\$52,500	\$54,770
21	\$38,923	\$49,195	\$52,500	\$54,770	\$57,144
22	\$40,670	\$51,298	\$54,770	\$57,144	\$59,659
23	\$42,492	\$53,501	\$57,144	\$59,659	\$62,291
24	\$44,400	\$55,819	\$59,659	\$62,291	\$65,143
25	\$46,435	\$58,266	\$62,291	\$65,143	\$68,128
26	\$48,621	\$60,907	\$65,143	\$68,128	\$71,248

**SCHEDULE A
TROY HOUSING AUTHORITY
2001 SALARY SCHEDULE**

GRADE	START	GRADE AFTER 1 YEAR	SERVICE AFTER 5 YEAR	MERIT AFTER 20 YEAR	SENIOR AFTER 25 YEAR
1	\$17,636	\$24,473	\$26,101	\$26,945	\$27,842
2	\$18,305	\$25,242	\$26,945	\$27,842	\$28,801
3	\$19,010	\$26,056	\$27,842	\$28,801	\$29,588
4	\$19,754	\$26,924	\$28,801	\$29,588	\$30,581
5	\$20,487	\$27,713	\$29,588	\$30,581	\$31,676
6	\$21,279	\$28,622	\$30,581	\$31,676	\$32,573
7	\$22,132	\$29,611	\$31,676	\$32,573	\$33,715
8	\$22,963	\$30,513	\$32,573	\$33,715	\$34,967
9	\$23,899	\$31,574	\$33,715	\$34,967	\$37,142
10	\$24,873	\$32,712	\$34,967	\$37,142	\$38,315
11	\$26,623	\$34,660	\$37,142	\$38,315	\$39,846
12	\$27,637	\$35,814	\$38,315	\$39,846	\$41,403
13	\$28,796	\$37,219	\$39,846	\$41,403	\$42,736
14	\$30,016	\$38,683	\$41,403	\$42,736	\$44,494
15	\$31,182	\$40,017	\$42,736	\$44,494	\$46,256
16	\$32,523	\$41,643	\$44,494	\$46,256	\$47,850
17	\$33,908	\$43,295	\$46,256	\$47,850	\$49,727
18	\$35,264	\$44,865	\$47,850	\$49,727	\$51,845
19	\$36,758	\$46,639	\$49,727	\$51,845	\$54,075
20	\$38,376	\$48,595	\$51,845	\$54,075	\$56,413
21	\$40,091	\$50,671	\$54,075	\$56,413	\$58,858
22	\$41,890	\$52,837	\$56,413	\$58,858	\$61,449
23	\$43,767	\$55,106	\$58,858	\$61,449	\$64,160
24	\$45,732	\$57,494	\$61,449	\$64,160	\$67,097
25	\$47,828	\$60,014	\$64,160	\$67,097	\$70,172
26	\$50,080	\$62,734	\$67,097	\$70,172	\$73,385

**SCHEDULE A
TROY HOUSING AUTHORITY
2002 SALARY SCHEDULE**

GRADE	START	GRADE AFTER 1 YEAR	SERVICE AFTER 5 YEAR	MERIT AFTER 20 YEAR	SENIOR AFTER 25 YEAR
1	\$18,165	\$25,207	\$26,884	\$27,753	\$28,677
2	\$18,854	\$25,999	\$27,753	\$28,677	\$29,665
3	\$19,580	\$26,838	\$28,677	\$29,665	\$30,476
4	\$20,347	\$27,732	\$29,665	\$30,476	\$31,498
5	\$21,102	\$28,544	\$30,476	\$31,498	\$32,626
6	\$21,917	\$29,481	\$31,498	\$32,626	\$33,550
7	\$22,796	\$30,499	\$32,626	\$33,550	\$34,726
8	\$23,652	\$31,428	\$33,550	\$34,726	\$36,016
9	\$24,616	\$32,521	\$34,726	\$36,016	\$38,256
10	\$25,619	\$33,693	\$36,016	\$38,256	\$39,464
11	\$27,422	\$35,700	\$38,256	\$39,464	\$41,041
12	\$28,466	\$36,888	\$39,464	\$41,041	\$42,645
13	\$29,660	\$38,336	\$41,041	\$42,645	\$44,018
14	\$30,916	\$39,843	\$42,645	\$44,018	\$45,829
15	\$32,117	\$41,218	\$44,018	\$45,829	\$47,644
16	\$33,499	\$42,892	\$45,829	\$47,644	\$49,286
17	\$34,925	\$44,594	\$47,644	\$49,286	\$51,219
18	\$36,322	\$46,211	\$49,286	\$51,219	\$53,400
19	\$37,861	\$48,038	\$51,219	\$53,400	\$55,697
20	\$39,527	\$50,053	\$53,400	\$55,697	\$58,105
21	\$41,294	\$52,191	\$55,697	\$58,105	\$60,624
22	\$43,147	\$54,422	\$58,105	\$60,624	\$63,292
23	\$45,080	\$56,759	\$60,624	\$63,292	\$66,085
24	\$47,104	\$59,219	\$63,292	\$66,085	\$69,110
25	\$49,263	\$61,814	\$66,085	\$69,110	\$72,277
26	\$51,582	\$64,616	\$69,110	\$72,277	\$75,587

**SCHEDULE A
TROY HOUSING AUTHORITY
2003 SALARY SCHEDULE**

GRADE	START	GRADE AFTER 1 YEAR	SERVICE AFTER 5 YEAR	MERIT AFTER 20 YEAR	SENIOR AFTER 25 YEAR
1	\$18,801	\$26,089	\$27,825	\$28,724	\$29,681
2	\$19,514	\$26,909	\$28,724	\$29,681	\$30,703
3	\$20,265	\$27,777	\$29,681	\$30,703	\$31,543
4	\$21,059	\$28,703	\$30,703	\$31,543	\$32,600
5	\$21,841	\$29,543	\$31,543	\$32,600	\$33,768
6	\$22,684	\$30,513	\$32,600	\$33,768	\$34,724
7	\$23,594	\$31,566	\$33,768	\$34,724	\$35,941
8	\$24,480	\$32,528	\$34,724	\$35,941	\$37,277
9	\$25,478	\$33,659	\$35,941	\$37,277	\$39,595
10	\$26,516	\$34,872	\$37,277	\$39,595	\$40,845
11	\$28,382	\$36,950	\$39,595	\$40,845	\$42,477
12	\$29,462	\$38,179	\$40,845	\$42,477	\$44,138
13	\$30,698	\$39,678	\$42,477	\$44,138	\$45,559
14	\$31,998	\$41,238	\$44,138	\$45,559	\$47,433
15	\$33,241	\$42,661	\$45,559	\$47,433	\$49,312
16	\$34,671	\$44,393	\$47,433	\$49,312	\$51,011
17	\$36,147	\$46,155	\$49,312	\$51,011	\$53,012
18	\$37,593	\$47,828	\$51,011	\$53,012	\$55,269
19	\$39,186	\$49,719	\$53,012	\$55,269	\$57,646
20	\$40,910	\$51,805	\$55,269	\$57,646	\$60,139
21	\$42,739	\$54,018	\$57,646	\$60,139	\$62,746
22	\$44,657	\$56,327	\$60,139	\$62,746	\$65,507
23	\$46,658	\$58,746	\$62,746	\$65,507	\$68,398
24	\$48,753	\$61,292	\$65,507	\$68,398	\$71,529
25	\$50,987	\$63,977	\$68,398	\$71,529	\$74,807
26	\$53,397	\$66,878	\$71,529	\$74,807	\$78,233

ATTACHMENT (1)

CSEA/TROY HOUSING AUTHORITY
January 1, 1996

RECOUPMENT AGREEMENT
ADVANCED SICK LEAVE

The use of this form is mandatory and cannot be waived.

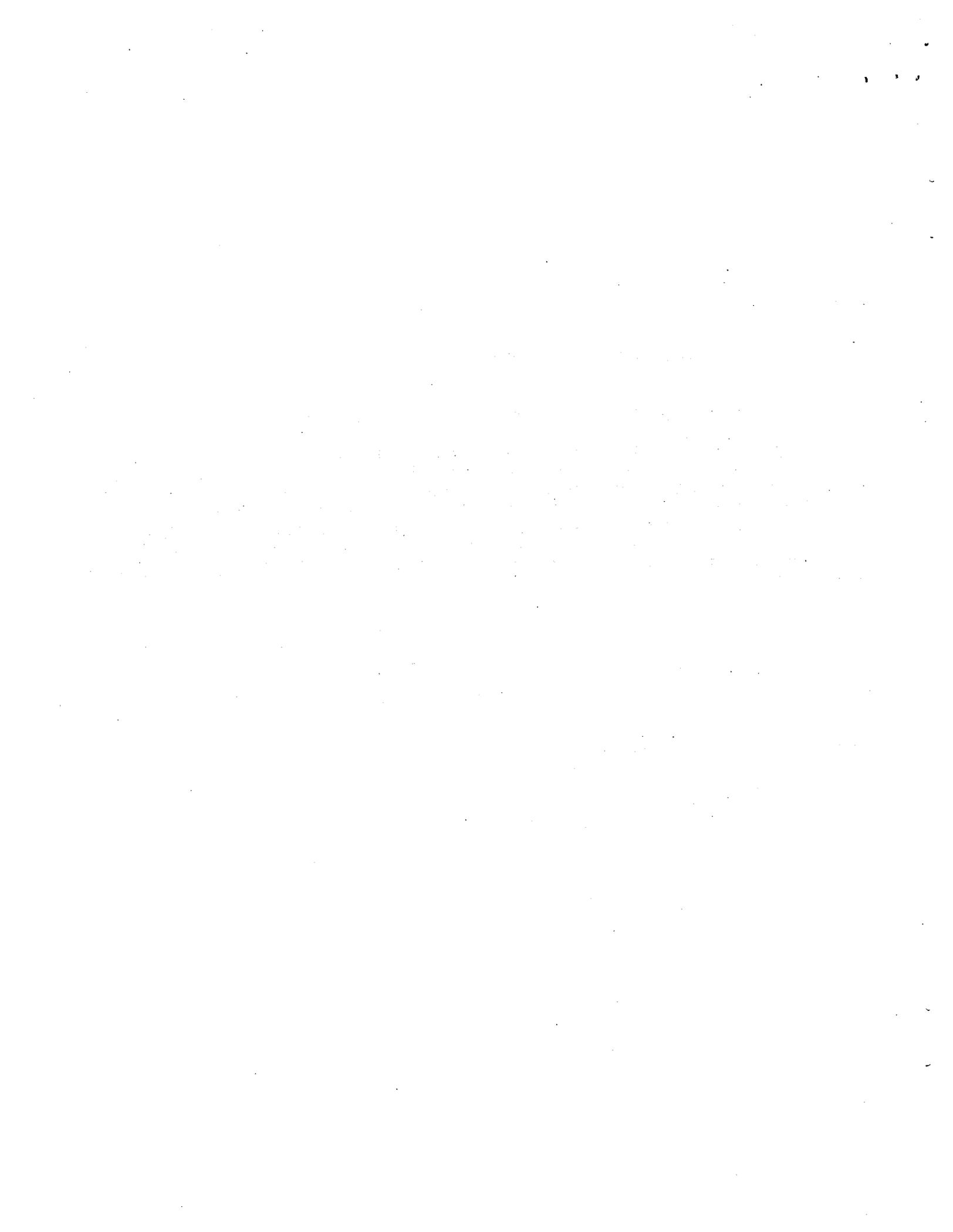
I fully have had explained to me that I have had _____ sick days advanced to me and that upon my return to work the Authority will recoup from me the amount of time listed above as outlined in Article 15 of the Agreement by and between the Troy Housing Authority and the Civil Service Employees Association. I understand that any overtime I may work or any compensatory time off that I earn will be converted to sick time and utilized towards my paying back the above listed advanced sick days.

Employees Signature/Date

Supervisor/Manager/Date

Copies of this document will be as follows:

- .Original to the permanent personnel file
- .Copy to the employee
- .Copy to the Supervisor/Manager



ATTACHMENT 2

CSEA/TROY HOUSING AUTHORITY
January 1, 1996

The use of this form is mandatory and cannot be waived.

RECOUPMENT AGREEMENT
SICK BANK

I, _____, have had explained to me and I fully understand that I am responsible to repay the sick leave bank _____ days, which is equivalent to 1/2 the amount of sick leave borrowed.

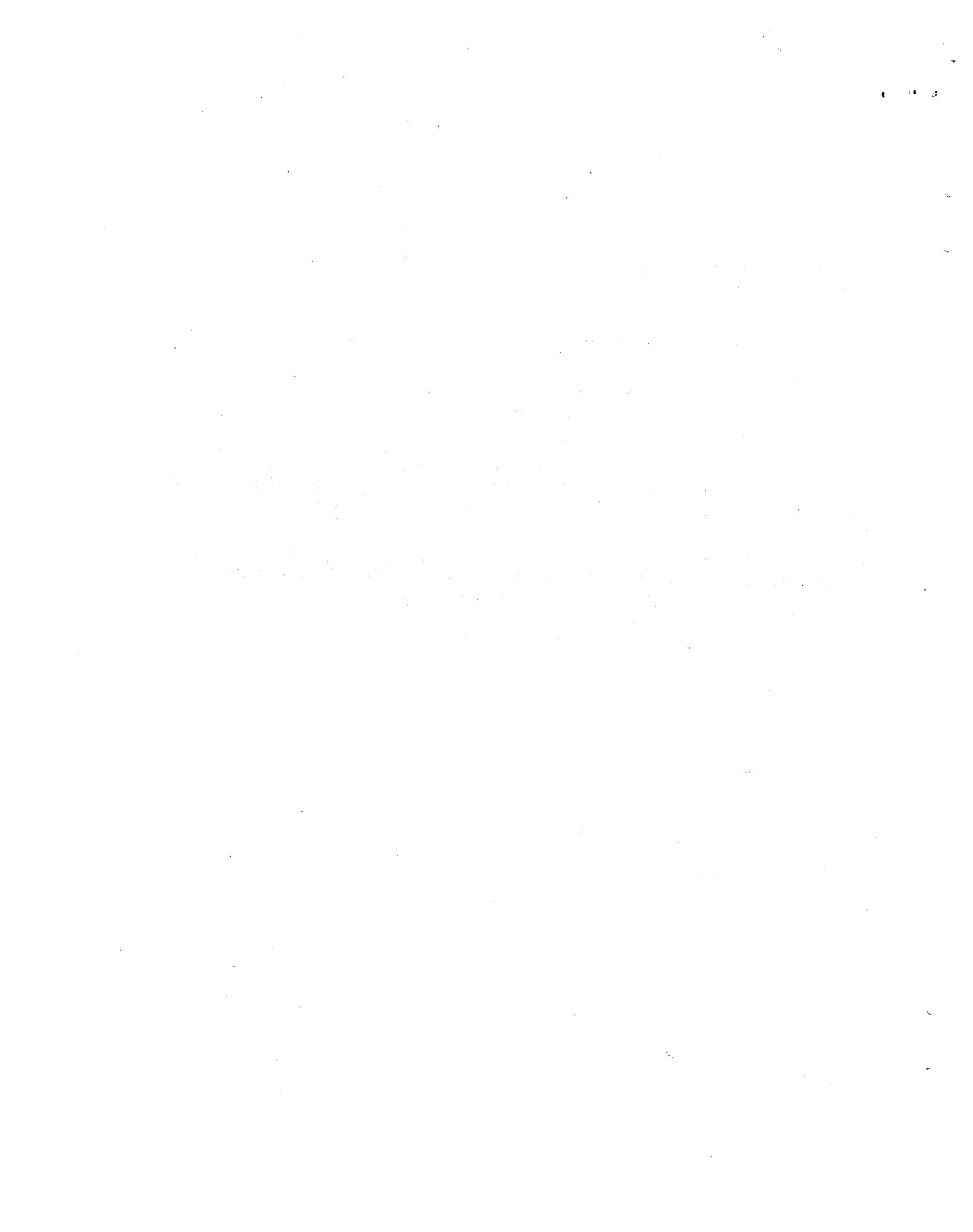
I also understand I am accountable for repaying the sick leave bank through any earned accruals (annual, personal, compensatory) prior to ending service with the Troy Housing Authority.

Employee/Date

Trustee/Date

Copies of this document will be distributed as follows:

- .Original to the employees permanent personnel folder
- .Copy to the Employee
- .Copy to the Trustee



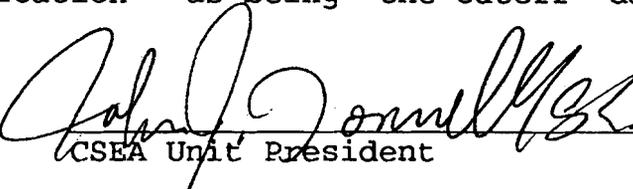
MEMORANDUM OF UNDERSTANDING

BETWEEN CSEA AND TROY HOUSING AUTHORITY

This is to confirm that the date of 10/1/00 shall be utilized when giving consideration to all references within this agreement referring to the "Final Date of Ratification" as being the cutoff date for specified benefits.

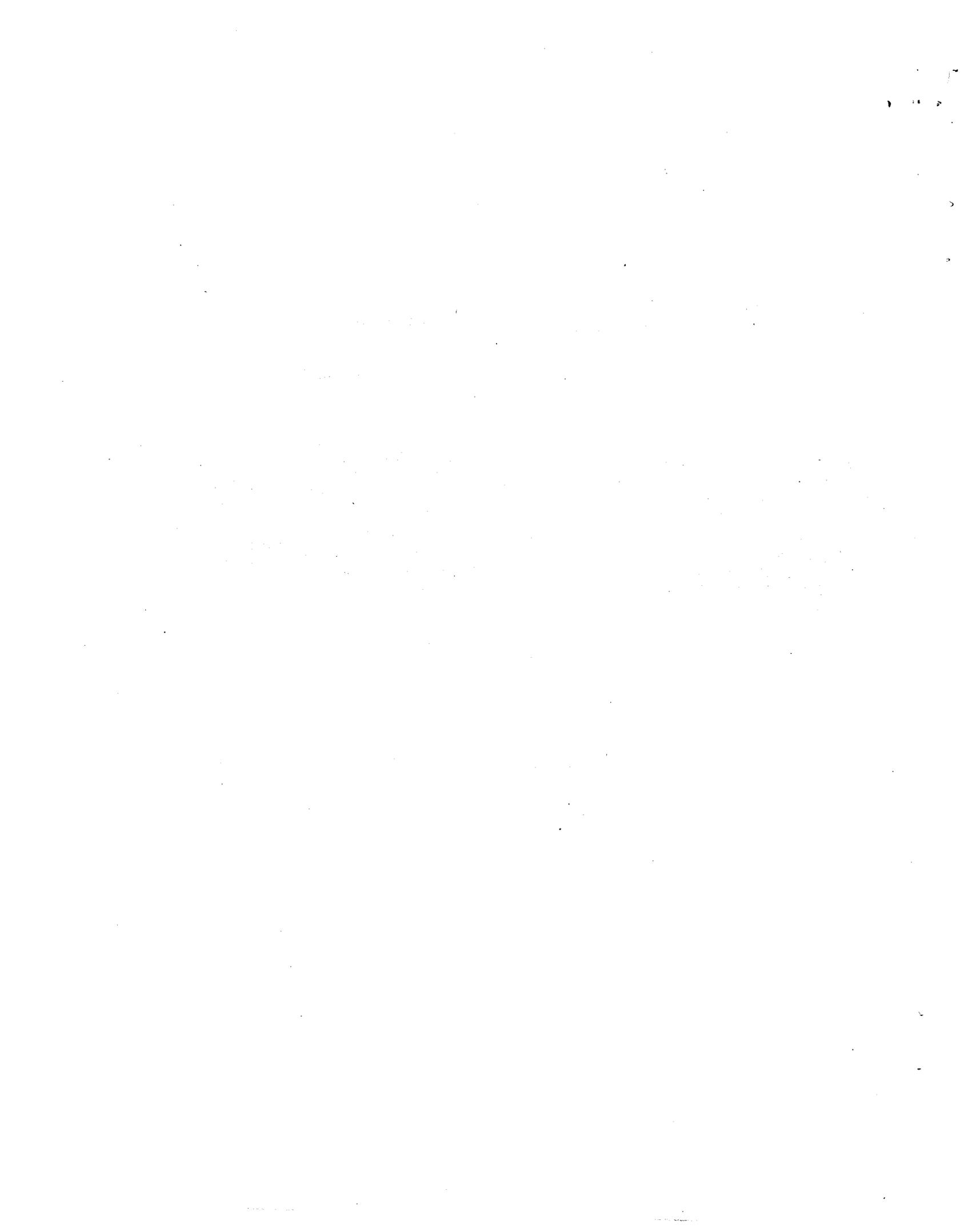


Troy Housing Authority



CSEA Unit President

note: This agreement is per the MOA for the January 1, 1998 - December 31, 1999 Contract.



MEMORANDUM OF UNDERSTANDING
BETWEEN CSEA AND TROY HOUSING AUTHORITY

SUBJECT: CREATION OF COMMITTEES

HEALTH INSURANCE COMMITTEE

The parties agree that the THA and CSEA will convene a Health Insurance Committee to investigate health insurance options with an eye towards controlling costs and maintaining benefit levels. There shall be equal representation with the THA Executive Secretary and CSEA Unit President appointing their respective committee membership.

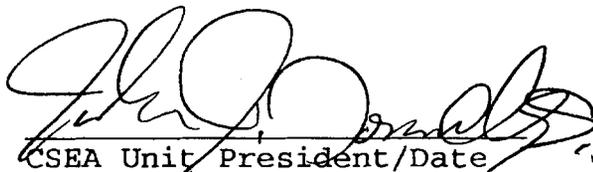
CAREER LADDER COMMITTEE

The parties agree that the THA and CSEA will convene a Career Ladder Committee to investigate the possibilities of career enhancements. There shall be equal representation with the THA Executive Secretary and CSEA Unit President appointing their respective committee membership

The Committee's listed above shall conclude their work with written recommendations that shall be forwarded to both the Executive Secretary and the CSEA Unit President.

The recommendations of such committees shall not be binding upon THA or CSEA.


Executive Secretary/Date


CSEA Unit President/Date

note: This agreement is per the MOA for the January 1, 2000 through December 31, 2003 contract.

110

VACATION ACCRUAL AGREEMENT

THIS INFORMATION IS TO BE CONTAINED WITHIN THE NEW BARGAINING AGREEMENT TO ADD CLARITY AS TO THE INTENT BETWEEN THE PARTIES REGARDING THE ADJUSTING OF VACATION ACCRUALS.

The parties have agreed to amend the vacation accrual benefit. Prior to this agreement, senior employees were provided with up to 7 weeks of vacation accruals (depends upon date of hire). The new agreement decreased that benefit in the following manner:

1. All employees hired on or prior to 12/16/85 shall continue to be provided with 6 weeks of vacation accruals. The effective date of this adjustment is October 26, 2000, the day that the City of Troy ratified the new agreement. As a result, no employee of the Unit shall continue to be provided annually with 7 weeks of vacation accruals.
2. Employees involved in paragraph 1 above shall not suffer any loss of current accruals (already on the books) due to this vacation accrual adjustment. Said employee shall be allowed to carry any such vacation accrual from year to year.
3. All other employees, those hired after 12/16/85, will only accrue up to 5 weeks of vacation accruals in accordance with the terms of the bargaining agreement.

In return for the above modification of earning vacation accruals, THA paid all employees of the bargaining unit, two weeks pay at one's current salary level. This agreement is not intended to modify any other section of the bargaining agreement and is to be viewed as consistent with the agreement, including being subject to the grievance procedure language.

