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Union: **Albany Housing Authority Unit, Public Employees Federation, AFL-CIO**

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8109

AGREEMENT

By and between the



ALBANY HOUSING AUTHORITY

And the



Public Employees Federation

RECEIVED

MAY 26 2005

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

AFL-CIO

Division 503

July 1, 2003 – June 30, 2007

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ARTICLE 1

1.1 PARTIES: This Agreement is between the ALBANY HOUSING AUTHORITY (AUTHORITY OR EMPLOYER) and the ALBANY HOUSING AUTHORITY UNIT of the PUBLIC EMPLOYEES FEDERATION, AFL-CIO, ("PEF" or "UNION").

ARTICLE 2

2.1 PURPOSE: The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful Labor relations for the mutual interest of the Authority, the employees and the union, in accord with the intent of the Public Employees' Fair Employment Act of 1967 (Taylor Law).

The parties recognize that the interest of the community and job security of the employees depend upon the Authority's success in establishing a proper service to the community.

To these ends, the Authority and the Union encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE 3

3.1 RECOGNITION: The Authority recognizes PEF as the sole and exclusive representative for collective bargaining with respect to wages, hours and other terms and conditions of employment for all employees in the negotiating unit as described in Article 4.

ARTICLE 4

4.1 BARGAINING UNIT: The bargaining unit to which this Agreement applies is as certified by the PUBLIC EMPLOYMENT RELATIONS BOARD in case #C-3573, dated April 19, 1990, and includes the following positions:

ACCOUNTANT 1

ADMINISTRATIVE AIDE

ASSISTANT DIRECTOR OF DEVELOPMENT OPERATIONS

COMMUNITY SERVICE COORDINATOR

DIRECTOR OF EMPLOYMENT AND ECONOMIC DEVELOPMENT

HOPE VI COORDINATOR

GRANT IMPLEMENTATION SPECIALIST

COMMUNITY SUPPORT SERVICES COORDINATOR

HOUSING AUTHORITY DEVELOPMENT MANAGER
MAINTENANCE FOREMAN
MODERNIZATION PROGRAM COORDINATOR
PURCHASING AGENT
RISK MANAGER
SENIOR SUPERINTENDENT OF CONSTRUCTION
TECHNICAL PROGRAM ANALYST
TELECONFERENCE CENTER COORDINATOR
VACANT APARTMENT PREPARATION CREW FOREMAN

4.2 MANAGEMENT/CONFIDENTIAL: The following titles are designated as either managerial or confidential:

1. Deputy Director
2. Director of Accounts
3. Personnel Director
4. Director of Maintenance
5. Director of Security
6. Accountant I - Senior
7. Secretarial Assistant
8. MIS Coordinator
9. Director of Housing Finance Programs
10. Keyboard Specialist (1 – assigned to Deputy Director)
11. Administrative Assistant to the Executive Director

ARTICLE 5

UNION RIGHTS

5.1 DUES DEDUCTIONS: The Authority shall deduct PEF membership dues from the wages of those employees who have signed an authorization permitting any such payroll deduction and remit on a bi-weekly basis to PEF, 1168-70 Troy Schenectady Road, P.O. Box 12414, Albany, New York 12212-2414 and/or its authorized agent. Accompanying the remittance will be the name, Social Security number, bi-weekly salary, annual salary, percentage of workweek assigned if less than full-time and the amount deducted for each PEF member.

5.2 AGENCY SHOP: The Authority agrees to deduct from the wages of all non-PEF members within the bargaining unit, an agency shop fee in the amount of dues levied by PEF. Said sums shall be remitted to PEF in like manner as those in Section 1 of this Article.

5.3 OTHER DEDUCTIONS: PEF will have exclusive payroll deduction of premiums for group automobile, homeowner and other insurance policies sponsored by PEF for employees.

5.4 MEETING SPACE: Where there is appropriate available meeting space in buildings owned by Albany Housing Authority, it shall be made available to PEF, provided that:

1. PEF agrees to reimburse AHA for any additional expense incurred in the provision of such space.
2. Request is made for the use of such space, in advance, to the Director of their designee and approval is granted.

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

5.6 NOTIFICATION OF NEW EMPLOYEES: AHA, at its expense, shall furnish PEF, on at least a semi-annual basis, information showing the name, address, unit designation and Social Security number of new employees and any current employee whose address has changed in AHA's records during the period covered by the report.

5.7 NEGOTIATIONS: Up to three employees serving on the PEF negotiating team shall be allowed release time with pay to attend negotiation sessions.

5.8 SHOP STEWARDS: PEF shall certify to the Authority the name of two (2) shop stewards who will be allowed reasonable release time, with pay, for the purpose of adjusting grievances. Whenever possible, the shop steward will secure supervisor approval in advance of using said release time.

5.9 CONVENTIONS: PEF Representatives shall get (80) hours per year off for convention, union executive board meeting and regional PEF activities. There shall be no more than two (2) persons on this leave at any one time without the authorization of the Executive Director or their Designee.. Utilization of this time will not result in any charge to an employee's leave accruals.

5.10 CREDIT UNION: The Authority will continue to deduct from the salary of an employee an amount authorized in writing by such employee for payment to bona fide Credit Unions and to transmit the sum so deducted to such Credit Unions. The employee may withdraw such written authorization at any time upon filing of written notice of such withdrawal with the Authority.

5.11 BULLETIN BOARDS: The Authority shall provide to PEF, for the Union's exclusive use, a bulletin board located at Central Office. PEF shall not post material that is profane or obscene, or

defamatory of the Authority or its representatives or which constitutes election material for or against any person, organization or faction thereof.

5.12 EMPLOYEE ASSISTANCE PROGRAM: The Authority agrees to maintain membership, on behalf of all full time and permanent part time employees, in the New York State AFL-CIO Community Services Committee EAP or its reasonable equivalent. Information on this program, including program description and contact procedures, shall be given to all members yearly and all new employees as part of their orientation.

ARTICLE 6 **WORKDAY/WORKWEEK**

6.1 WORKWEEK: The basic workweek shall be Monday through Friday. Employees shall work a forty, thirty-seven and one half, or thirty-five hour week as specified below.

6.1.1 Forty Hour Workweek: The following titles are subject to a forty-hour workweek schedule:

- A. Senior Superintendent of Construction
- B. Maintenance Foreman
- C. Risk Manager
- D. VAPC Foreman

6.1.2 Thirty-Seven and One-Half Hour Workweek

- A. Persons hired after 7/1/90 and not listed in 6.1.1
- B. Employees promoted after 7/1/90 and not listed in 6.1.1
- C. Employees returning after a leave of absence of 1 year or more
- D. Employees who are demoted for disciplinary reasons and previously worked a thirty-five hour week.

6.1.3 Thirty-Five Hour Workweek

- A. Any employee not covered by 6.1.1 or 6.1.2.

6.2 WORKDAY

6.2.1 FLEX TIME: The workday at the Authority shall begin between the hours of 7:00 a.m. and 9:30 a.m., unless otherwise mutually agreed by management and the employee. Lunch periods shall be either one hour or one-half hour in duration. Individual schedules shall be established by the Executive Director or their designee. Requests to "flex" said schedule shall be made, in writing, on or before the 15th of March, June, September and December for the ensuing first of the month. Once established, schedules shall remain in effect for the duration of the requested period. Approval shall be at the discretion of the Executive Director or their designee. However, in cases of denial of an employee's request, they shall be provided with the justification of the denial in writing. When individuals in the same title concurrently submit two or more requests, seniority in title shall prevail where

no mutually agreeable resolution is available. This provision shall not limit the Authority's right to occasionally vary shifts for unique circumstances. However, positions in place as of the signing of this agreement are protected from mandatory rescheduling.

6.2.2 BREAK TIMES: All employees covered under this Agreement shall be allowed two (2) coffee breaks per day of fifteen (15) minutes each. Such breaks shall be taken at the median point of the first half and last half of the shift or both breaks may be taken at one time if agreeable to the employee and AHA.

6.2.3 TIME CLOCKS: No employee subject to the terms of this Agreement shall be required to punch a time clock.

ARTICLE 7 **COMPENSATION**

7.1 SALARY SCHEDULE: Employees shall be paid at the salary set forth in Appendix "A" for the grade and step they occupy.

7.2 STEPS: The initial salary schedule shall be constructed by using the salary schedule in effect on June 30, 2003. Step A shall be designated "Entry Level" and Step E shall be designated "Job Rate." The salary Schedule shall be constructed as follows:

Service	Step	Salary
1st Year	A	80% of job rate
2nd Year	B	85% of job rate
3rd Year	C	90% of job rate
4th Year	D	95% of job rate
5th Year	E	100% of job rate

7.3 COST OF LIVING INCREASES:

- a. Effective July 1, 2003, the salary schedule shall be increased 3.0%.
- b. Effective July 1, 2004, the salary schedule shall be increased 2.75%
- c. Effective July 1, 2005, the salary schedule shall be increased 2.5%
- d. Effective July 1, 2006, the salary schedule shall be increased 2.5%

7.4 LONGEVITY:

7.4.1 Upon completion of 8 years of service and for each year thereafter up to and including 9 years, an employee shall receive a lump sum longevity payment of \$200.00.

7.4.2 Upon completion of 10 years of service and for each year thereafter up to and including 14 years, an employee shall receive a lump sum longevity payment of \$600.00.

7.4.3 Upon completion of 15 years of service and for each year up to and including 19 years of service, an employee shall receive a \$1,250.00 lump sum longevity payment.

7.4.4 Upon completion of 20 years of service and for each year up to and including 24 years of service, an employee shall receive a \$1,750.00 lump sum longevity payment.

7.4.5 Upon completion of 25 years of service and for each year thereafter, an employee shall receive a \$2,000.00 lump sum longevity payment.

7.4.6 Longevity shall not be considered part of base pay for purposes of computing any premium pays.

7.4.7 The longevity payment shall be made in the first pay period in July or January first succeeding the first date upon which an employee qualifies, so long as the date of qualification was prior to the first of the month during which the payment is due under the terms of this Article and the employee was on active payroll status or on leave as a result of an approved worker's compensation claim on their anniversary date.

7.5 ELIGIBILITY FOR STEPS: An employee must serve in a particular grade and step at least 6 months before becoming eligible to move to the next step. Step increases shall take place on July 1st of each year. Periods of leave without pay shall not count toward the six-month in grade and step rule.

7.6 PROMOTIONAL INCREASES: Employees promoted or otherwise advanced to a higher salary grade shall be paid at the hiring rate of the higher salary grade or receive a percentage increase in base pay determined as indicated below, whichever results in a higher salary. Employees who are promoted and whose new salary, subject to the criteria below, results in their being compensated at an amount that falls between the steps in their grade shall progress to the next higher step on the July 1st first succeeding their advancement.

<u>For a Promotion of</u>	<u>An Increase of</u>
1 Grade	3.0%
2 Grades	4.5%
3 Grades	6.0%
4 Grades	7.5%
5 Grades	9.0%

7.7 SHIFT DIFFERENTIAL: The Authority shall pay an additional \$.60 (sixty cents) per hour to any employee whose workday begins outside of the core hours of 6 AM and 10 AM.

ARTICLE 8
OVERTIME

8.1 OVERTIME PAID: An employee working beyond their normal work week, with the prior approval of the Executive Director or their Designee, shall receive time and one-half his or her regular rate of pay for all hours so worked. An employee who otherwise works beyond his or her normal workweek may, at the discretion of the Executive Director, receive overtime pay or compensatory time. This provision shall not apply to the Modernization Program Coordinator, and Tenant Selection Supervisor. These positions shall receive 1.5 times their regular rate of pay for all hours worked, with prior approval of the Director, in excess of five hours beyond their normal work week.

8.2 COMPUTATION OF HOURS WORKED: For purposes of computing hours worked for overtime, vacation, holiday and personal leave shall be included. Sick leave shall also be included for employees who are not on notice of sick leave abuse. Hours worked shall be reduced by time tardy for this computation.

8.3 ASSIGNMENT OF OVERTIME: Where more than one employee is qualified and available to perform the overtime, overtime shall be first offered on a voluntary basis by seniority, to those people within the general job titles to which the overtime applies. If overtime cannot be filled on a voluntary basis, then it shall be assigned on the basis of inverse seniority. Both voluntary and involuntary overtime shall, as far as practicable, be equalized among the employees.

8.4 SCHEDULING OF COMP TIME: The use of comp time shall be in compliance with the FLSA. Use of comp time shall be on reasonable notice to the employer and approval shall not be unreasonably denied.

8.5 CALL-IN PAY: An employee who is called in after his or her normal workday or workweek shall receive a guarantee of two (2) hours pay at the overtime rate and shall be similarly compensated at the overtime rate for all hours so worked on that call-in.

8.6 ON-CALL: The On-Call Maintenance Foreman shall be entitled to a \$135.00 minimum payment in return for carrying a beeper and remaining available during the period of the week of said assignment. This payment shall not be offset by any salary earned by returning to work during non-business hours.

8.7 SLEEP TIME: Any employee who, as a result of being recalled to duty, works during any hours between 12:00 midnight and 7:00 a.m., shall be entitled to use sick leave credits equal to the total number of hours worked on recall. Use of credits under this provision shall be limited to scheduled shifts immediately following the 12 a.m. to 7 a.m. period of recall. This provision shall not apply to voluntary coverage of a shift due to absence or illness of another employee. Hours taken as sleep time shall be considered as hours worked for purposes of computing overtime.

ARTICLE 9
HOLIDAYS

9.1 HOLIDAYS OBSERVED: The parties recognize the following holidays under this Agreement.

- | | | |
|---------------------------|---------------------|----------------------------|
| 1. New Year's Day | 5. Memorial Day | 9. Veterans' Day |
| 2. Martin Luther King Day | 6. Independence Day | 10. Thanksgiving Day |
| 3. Presidents' Day | 7. Labor Day | 11. Day after Thanksgiving |
| 4. Lincoln's Birthday | 8. Columbus Day | 12. Christmas Day |

9.2 FLOATING HOLIDAY: Lincoln's Birthday shall be designated as a floating holiday. Employees wishing to observe the holiday on its official date, or during the pay period in which it falls, shall request leave in accordance with the annual leave policy. The number of employees observing this floating holiday on the official date is subject to reasonable staffing requirements as determined by the Authority. Employees not opting to observe the holiday on its official date or in the same pay period as the official date shall have the number of hours in their normal work day credited to their annual leave accrual as of the pay period following the official date of the holiday.

9.3 WEEKEND OBSERVANCE: If a holiday falls on a Saturday, the preceding Friday shall be observed as the paid holiday. If a holiday falls on a Sunday, the following Monday shall be observed as the paid holiday.

9.4 FORFEITURE OF HOLIDAY PAY: An employee scheduled to work on the day before a holiday or the day after a holiday shall report to work or forfeit his/her holiday pay. This provision shall be waived when such employee is on sick leave, personal leave, bereavement leave or other paid leave. In this instance(s) the employee shall be deemed to have worked and shall receive his or her holiday pay as well as any other pay due him or her.

9.5 PAYMENT OF HOLIDAY PAY: An employee who is regularly scheduled to work on a named holiday and works on that day, or on a Monday or Friday so observed, shall receive his/her overtime pay for that day plus one shift of holiday pay for that holiday.

ARTICLE 10
VACATIONS

10.1 VACATIONS: EMPLOYEES HIRED PRIOR TO JULY 1, 1990: Employees hired prior to July 1, 1990 shall accrue vacation leave credit at the following rates:

<u>Years of Service</u>	<u>Annual Leave Days Per Year</u>
1	13
2	14

3	15
4	16
5	17
6	18
7	19
8-19	20
20	25

10.2 VACATIONS: EMPLOYEES HIRED AFTER JULY 1, 1990: Employees hired after July 1, 1990 shall accrue vacation leave credits at the following rates:

<u>Years of Service</u>	<u>Annual Leave Days Per Year</u>
1-4	10
5-9	15
10-19	20
20	25

10.3 ACCRUALS: All new employees may be allowed to take five of their earned vacation days after six months of continuous service. Accruals shall be computed from the first day of the month next succeeding their anniversary date. The anniversary date shall be defined as an employees' date of hire.

10.4 LEAVE REQUESTS: Employees shall be allowed to take their vacation at any time during the contract year, providing their request is submitted in writing one week prior to the planned vacation and approval is given by the Executive Director or their Designee. Such approval shall not be unreasonably withheld.

10.5 VACATION BUY BACK: Any employee may elect to receive cash payment in lieu of the use of two (2) to fifteen (15) vacation days of such accrued credits, provided said action does not result in the remaining credits to be less than five (5) days, based on the standard workday of the employee requesting the buy-back. Employees shall be afforded this opportunity semi-annually in July and December. No less than two (2) days can be surrendered at each opportunity. No more than fifteen (15) days per calendar year may be surrendered.

10.6 ACCRUAL LIMITS: An employee's annual leave accrual may exceed the maximum of sixty (60) days, provided that the balance may not exceed sixty (60) days on July 1st of any year. This section shall not apply to any employee whose annual leave credits drop below thirty (30) days at any time after July 1, 1993. Such employees may subsequently accumulate annual leave exceeding thirty (30) days, providing that their accrual may not exceed thirty (30) days on July 1st of any year.

10.7 PART-TIME EMPLOYEES: Part-time annual-salaried employees are eligible to accrue annual, sick and personal leave, subject to the terms of this contract, on a pro-rated basis based on the hours worked.

10.8 PAYMENT ON SEPERATION: Upon death, retirement or other types of separation of service, the employer shall pay the employee or his/her beneficiary for all accrued vacation time at the employee's then current rate of pay.

10.9 INTERVENING HOLIDAYS: If a holiday falls within the vacation period of an employee, the holiday shall not be charged against the accrued annual leave of the employee.

10.10 USE OF SENIORITY: Seniority shall be the deciding factor when employees of similar job titles simultaneously request the same period of time off for vacation, personal leave and holidays.

ARTICLE 11 **SICK LEAVE**

11.1 ACCRUALS: EMPLOYEES HIRED ON OR BEFORE MARCH 31, 1979: All employees in service on March 31, 1979 shall earn one and one-third (1 1/3) days per month of paid sick leave (sixteen (16) days per year) with the right of unlimited accumulation.

11.2 ACCRUALS: EMPLOYEES HIRED AFTER MARCH 31, 1979: All employees appointed on or after April 1, 1979 shall earn one and one twelfth (1 1/12) days per month of paid sick leave (thirteen (13) days per year) with the right of unlimited accumulation.

11.3 ELIGIBILITY FOR USE: All employees are eligible and shall be allowed to use sick leave immediately upon earning such sick leave. New employees are eligible for and shall be allowed to use sick leave after having successfully completed an initial ninety (90) day probationary period.

11.4 DOCTOR'S CERTIFICATE: A doctor's certificate will not be routinely required for absences of four (4) days or less due to illness. When the Executive Director or their Designee determines that the employee shall be required to provide medical documentation solely as a result of review of the employee's attendance record, such requirement shall follow counseling, written notice to the employee and shall commence after such notice. The requirement placed on the employee shall be of reasonable duration.

11.5 HOLIDAY SICK LEAVE: An employee may be required to furnish a doctor's certificate for one day's sick leave when taken before or after a holiday. Whenever the Authority requires that a specific physician be utilized, it shall be liable for the physician's fee.

11.6 MEDICAL DOCUMENTATION: Satisfactory medical documentation meets the following criteria:

1. It contains a brief statement of diagnosis.
2. It specifies the inclusive dates of disability covered by the doctor's note and the dates of treatment during the period covered.
3. It certifies that the employee is disabled from the performance of his or her job

duties. In some cases (for example, partial disability) it may provide information on the kinds of job duties the employee is unable to perform.

4. It indicates the anticipated date of return to work.
5. It is signed by an appropriate medical practitioner. Medical documentation shall be treated in a confidential manner.

11.7 NOTIFICATION OF ABSENCE: Any employee unable to report for his/her regularly scheduled shift must notify their supervisor as soon as possible that they will be unable to report for work and no later than one (1) hour after the start of their shift.

ARTICLE 12 OTHER LEAVES

12.1 BEREAVEMENT LEAVE: All employees shall receive five (5) days of paid bereavement leave per death in the immediate family. Immediate family shall be defined as mother, father, children, stepchildren, stepparents, spouse, significant other living in house of employee, brother(s) or sister(s) of the employee.

All employees shall receive two (2) days of paid bereavement leave per death for mother-in-law, father-in-law, grandparents and grandchildren, and when serving as a legal guardian or as executor on behalf of the decedent's estate.

If additional leave is needed or if leave is needed for members other than those listed above, an employee shall be allowed to use personal leave or sick leave.

The significant others must be sole partners and must have been involved in a domestic partnership for a period of not less than three (3) months. A domestic partnership is defined as one in which the partners are unmarried and not related by marriage or blood in a way that would bar marriage, reside together and be involved in a committed rather than casual relationship.

12.2 PERSONAL LEAVE: All employees covered under this Agreement shall be entitled to personal leave with pay, not to exceed five (5) days in any one year for personal business, legal business, household or family matters, provided the employee states the general reasons as provided above for the request and the employee gives the employer three (3) days notice. Such notice shall be waived in cases of emergency. Time taken under this provision shall not be in less than one (1) hour segments. The third, fourth, and fifth days used shall be charged against sick leave.

12.3 MILITARY LEAVE: Every employee shall receive leave in accordance with applicable section of the New York State Military Law.

12.4 CHILD REARING LEAVE: An employee shall be granted child rearing leave, without pay, up to six (6) months in connection with the birth or adoption of a child. If desired by the employee, he or she shall be allowed an extension for up to twelve (12) months with such extension being approved by the Executive Director or their Designee. Such approval shall not be unreasonably

withheld. Upon reporting for work at the end of the leave, the employee shall be returned to the position he or she vacated and given back his or her seniority rights and all benefits enjoyed prior to the leave. In addition, such employee shall be placed on the same grade and step of the current salary schedule as he or she had obtained at the time such leave began. Prior to beginning his or her leave, the employee shall be allowed to use all or any part of his or her accumulated paid leave credits.

12.5 FAMILY AND MEDICAL LEAVE: Employees requesting leave for the purpose of: (1) child birth and after care and adoption and foster placement of children; (2) the employees own serious health condition making him/her unable to perform his/her job functions; and (3) the necessary care of a child, spouse, or parent suffering from a serious health condition may be granted such leave, without pay, up to sixty (60) days as provided in the Family and Medical Leave Act of 1993, 29 USC Section 2601 et. Seq

12.6 LEAVE OF ABSENCE: A leave of absence without pay, not to exceed one (1) year, may be granted to an employee by the Authority. Requests for leave without pay must be made, in writing, to the Authority and are granted at the Authority's discretion.

Leaves of absence are governed by Rule 20 of the Civil Service Rules of the City of Albany. Notice of such leave shall be given to the Civil Service Commissioner.

Failure to return to work upon the expiration of a leave of absence will be deemed unauthorized absence for which disciplinary action will be taken.

12.7 EDUCATION LEAVE: Any employee may be granted leave with pay with the approval of the Executive Director of their Designee for the purpose of continuing education where the subject matter relates to the advancement of skills or knowledge useful in his/her employment with the Authority and provided that it does not exceed one (1) day per week.

12.8 COURT LEAVE: Court leave will be granted under the following conditions:

1. A summons, order or subpoena must be legally served for acting as a witness or for jury duty. When an employee is actually summoned, he/she should immediately inform the Executive Director.
2. The pay of an employee who has received a subpoena, order or summons for jury duty or as a witness will continue at the regular rate. All jury pay received shall be turned over to the Authority to be credited against regular salary. Payment to the employee by the court for travel expenses, meal allowance or such items shall be retained by the employee.

12.9 WORKERS COMPENSATION: An employee receiving Worker's Compensation benefits may choose to draw sick leave at a fractional rate so as to receive the equivalent of his/her full take-home pay.

12.10 LEAVE DUE TO WEATHER CONDITIONS: During times of extra-ordinary weather conditions, the Authority may excuse lateness due to such weather conditions. This is done at the discretion of the Executive Director or, in his absence, a designee. Such excused time will not create for the employee not affected, the right for such time off. Only the Authority may direct employees to leave work early under such weather conditions. Such leave shall not be unreasonably withheld.

12.11 LEAVE DONATION PROGRAM: The Authority agrees to administer a Leave Donation/Exchange Program. PEF-represented employees who are absent due to non-occupational, personal illness or disability for which they have submitted (and continue to submit as requested) medical documentation satisfactory to management and have exhausted all leave credits may:

1. Participate in the leave donation program.
2. Utilize donated time in one-hour units under the terms that follow:
 - a. PEF-represented employees may make donations to a leave bank for PEF-represented employees of the Albany Housing Authority.
 - b. Donations may be made in one-hour units from annual leave only and may only be made on July 1st of each year.
 - c. Employees shall be afforded the opportunity to make donations annually immediately prior to the July 1st leave cap cut-off.
 - d. Donors must retain a minimum balance of at least five (5) days of annual leave standing to their credit after making a donation.
 - e. Donor identity is kept strictly confidential.
 - f. The Personnel/Payroll Office of the Authority will be responsible for verifying medical documentation, reviewing eligibility requirements, approving and processing donations, confirming employee acceptance of donations, and transferring credits.
 - g. The program will not be subject to the grievance procedure.
 - h. An employee's eligibility to continue on the program will be reviewed at least every thirty (30) days)

ARTICLE 13

ASSIGNMENT, POSTING, TRANSFER AND PROMOTION

13.1 INITIAL ASSIGNMENT: All employees of the Albany Housing Authority shall be subject, as a condition of employment, to initial assignment or reassignment to any development or location with the Authority's jurisdiction.

13.2 JOB POSTING:

13.2.1 POSTING OF VACANCIES: All job vacancies shall be posted by the Authority on its official bulletin boards. The Authority will maintain its official bulletin board in the

Administrative offices of the Authority. The bulletin boards will be constructed by the Authority in such a manner as to be secure and the Authority will maintain control of access.

13.2.2 CONTENTS OF JOB POSTING: When a job vacancy or vacancies occur within the Authority, the Personnel Department will be responsible for the distribution and posting of all position announcements. The position announcement shall indicate in its written description the title of the position, the number of vacancies, the annual salary and the grade and step of the position title. In addition to the information, the announcement shall describe the illustrative duties of the title, the qualifications for appointment and the classification of the position. (Non-competitive, Labor Class or Competitive.)

13.2.3 APPLICATION FOR OPENING: Employees or Applicants who wish to be considered for a position vacancy must submit an application within the ten (10) working days or prior to the period of expiration identified at the bottom of the position announcement. The main office reception desk or the personnel office will make available applications to all interested candidates. The candidate must submit the completed application to the Personnel Office or may hand the form in at the Reception Desk.

13.2.4 POSTING TIME: The Personnel Department may occasionally determine that the position title requires an extension of the posting period which exceeds the required ten working days. While the Personnel Department has the option to extend the period of posting, the ten-day requirement may not be shortened.

13.3 PROMOTION:

13.3.1 CRITERIA: The process for selection of qualified candidates to promotional positions is determined by the application and/or resume submitted by the candidate. The selection process takes into consideration the applicant's prior and present work experience, educational background, special job training, and the employee's personnel history file including their job performance and their attendance records.

Where all factors of the two or more applicants are equal, seniority shall be the deciding factor in the selection process.

Employees with less than 6 months of service in their position titles shall not be eligible for position appointments in a promotional posting.

13.3.2 INTERVIEWS: All applicants who file application for a position opening shall be interviewed. The Personnel Department shall issue written notice to all candidates who apply for vacancies of the final determination. Such notice shall only be issued after an appointment has been accepted by the candidate of choice and when the selection process has been completed.

13.4 TEMPORARY APPOINTMENTS: It may be necessary, but rarely required, when the Authority must appoint an employee to a position title on a temporary basis. When such a temporary appointment is required, the normal procedure outlined for position announcements shall be waived. However, the appointment shall be identified as temporary and the employee shall be informed of such in writing by the Personnel Department.

13.5 COMPETITIVE POSITIONS: The job posting procedure outlined will not be used where the Authority is making the appointment or promotion from a Civil Service eligible list.

13.6 OUT-OF-TITLE PAY: An employee assigned to work in a higher grade shall receive the higher pay for all hours worked in that grade in accordance with the promotional pay schedule in Article 7.

13.7 NOTICE TO PEF: A duly authorized PEF representative shall, upon application, be advised of the names of employees responding to a position announcement, the date each application was received and the date on which the appointee was identified. The Authority shall provide to the PEF Division Leader, notice of all requests for Civil Service Examinations for all provisional appointees within the Bargaining Unit within one (1) month of the provisional appointment.

13.8 PROBATIONARY PERIOD: An employee who is assigned or promoted, as the result of the selection process set forth in this Article, shall serve a probationary period of ninety (90) days. During this ninety-day period, the Authority may return the employee to his/her prior assignment if, in its sole discretion, it determines that the employee is not satisfactorily performing the duties of the new assignment. During this ninety-day period the employee may also choose to return to his/her prior assignment.

ARTICLE 14

RETIREMENT, HEALTH INSURANCE & DENTAL INSURANCE

14.1 RETIREMENT: The employer agrees to continue to provide the Retirement Plan with Rollback to 1960 (Section 75C) under the New York State Employees' Retirement System for all employees covered under this Agreement, pursuant to the regulation of that System.

The Authority agrees to continue the application of the unused sick-leave option, Section 41j of the Retirement and Social Security Law.

14.2 HEALTH INSURANCE: During the term of this contract the employer shall provide the following medical insurance coverage:

- a) Dental Insurance - Blue Cross/Blue Shield 80-20 or its equivalent;
- b) Vision Care Plan - CSEA Employee Benefit Fund Plan or its equivalent; and
- c) The Empire Plan or its equivalent and CDPHP or its equivalent.

14.3 EMPLOYEE CONTRIBUTION:

14.3.1 Effective July 1, 1995, for employees hired prior to July 1, 1990, the employer shall contribute 90% of the cost of the dental insurance; 90% of the cost of the vision care plan; and 90% of the cost of the premium plan for health insurance, which dollar amount may be applied to the cost of one of the other available health insurance plans.

14.3.2 Effective July 1, 1995, for employees hired after July 1, 1990, the employer shall contribute 80% of the cost of dental insurance; 80% of the cost of the vision care plan; and 80% of the cost of the premium plan for health insurance, which dollar amount may be applied to the cost of one of the other available health insurance plans

14.3.3 All employees hired on or after January 1, 2005, will contribute 15% of his or her health insurance premiums.

14.3.4 All employees hired on or after January 1, 2005, who thereafter retire from AHA following ten (10) or more years of service at AHA, shall be entitled to continue, for the remainder of the employee's life, the health insurance in effect at the time of his or her retirement, with AHA contributing the same percentage of the employee's total health insurance premiums as AHA was contributing as of the date of the employee's retirement.

14.4 HEALTH INSURANCE BUY-BACK: Employees shall be eligible to either forego health insurance coverage or transfer from a family plan to an individual plan in accordance with procedures. Where an employee has qualified for the program pursuant to the policy in effect, they shall receive fifty percent (50%) of the annual savings minus any applicable contribution in equal, semi-annual installments.

14.5 ALTERNATIVE PLAN: The Authority may implement an alternate health insurance plan, provided such plan provides substantially equal or greater coverage to the plan then in effect. Prior to the implementation of a proposed alternate health plan, the Authority shall notify PEF at least ninety (90) days in advance.

ARTICLE 15 GRIEVANCE PROCEDURE

15.1 DEFINITIONS:

15.1.1 EMPLOYEE shall mean any employee or group of employees in the Negotiating Unit or the Union.

15.1.2 DEPARTMENT HEAD for purposes of this article shall mean the Director of Maintenance, Director of Accounts, Modernization Coordinator, MIS Coordinator, Director of Security or Deputy Director as applicable.

15.1.3 REPRESENTATIVE shall mean the person or persons designated by the aggrieved employee as his or her counsel or to act on his or her behalf.

15.1.4 GRIEVANCE shall mean any dispute arising, concerning the interpretation or application of the terms of this agreement or the rights claimed to exist thereunder.

15.1.5 DECISION shall mean the determination or report made by a Department Head the Executive Director or their Designee or an Arbitrator after the grievance is heard or submitted as provided for in this procedure.

15.1.6 DAYS shall mean all days other than Saturday, Sundays and holidays. Saturdays, Sundays and holidays shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this procedure.

15.1.7 EXECUTIVE DIRECTOR shall mean the Executive Director of the Albany Housing Authority.

15.2 PROCESS

15.2.1 INFORMAL SETTLEMENT: Prior to filing a written grievance, the grievant and/or their representative must discuss the grievance with their immediate supervisor to explore an informal settlement of the matter.

15.2.2 STEP ONE: Within thirty (30) days after an employee or the union knows or should have known that a grievance occurred, the employee or his or her representative shall present the grievance, in writing, to his or her Department Head. The grievance shall include the name(s) and position(s) of the employee(s), the time when and place where the alleged events or conditions occurred, a detailed statement of the grievance and the redress sought by the employee(s). The Department Head may discuss the grievance with the employee(s) or their representative and shall make such investigation as they deem necessary. Within five (5) days after the grievance was presented to them, the Department Head shall render their decision, in writing, to the grievant(s) and to their representative.

15.2.3 STEP TWO: If the grievant(s) find the decision of the Department Head to be unsatisfactory, they shall be entitled to submit a written request for appeal to the Executive Director, provided that the appeal is submitted within ten (10) days of the receipt of the decision at Step One, or within ten (10) days of the date on which the Step One response was due to be received. The Executive Director or their designee shall inform all parties to the grievance of the time and place when they shall convene a hearing of the matter. The parties may appear and present statements or evidence supporting their positions. Such hearing shall be held within fifteen (15) days of the receipt of the written request for appeal. The Executive Director or their designee shall render their decision at Step Two within ten (10) days of the hearing and shall forward a copy of the decision to all parties.

15.2.4 STEP THREE: If the Union finds the decision of the Executive Director or their designee to be unsatisfactory, they shall be entitled to submit the grievance to arbitration through PERB provided that they do so within twenty (20) days of receipt of the decision at Step Two, or within twenty (20) days of the date on which the Step Two response was due to be received. The Union shall simultaneously communicate its intention to proceed to arbitration to the Executive Director or their designee. The selected arbitrator will hear the matter promptly and will issue their decision not later than thirty (30) days from the date of the close of the hearing. If oral arguments have been waived, or if the parties agree to submit final statements in writing, the arbitrator's decision will be issued within thirty (30) days of the due date for submission of the final statements or proofs. The decision of the arbitrator shall be in writing and will set forth the arbitrator's findings of fact, reasoning and conclusions on the issues.

15.2.5 EXPENSES: The expense of the arbitrator shall be borne equally by the Albany Housing Authority and the Public Employees Federation. All other expenses shall be borne by the party incurring them.

15.2.6 ARBITRATOR AUTHORITY: The arbitrator shall have no authority to add to, delete from, or modify the provisions of the Agreement. Further, he or she shall have no power to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of the Agreement. The threshold issue to be decided by the arbitrator shall be whether the contract has been violated, and if so, what the remedy shall be. If the alleged violation of the contract involves a discretionary act by the employer, whether by commission or omission, then the specific issue to be decided by the arbitrator is whether the employer acted in bad faith or unreasonably.

15.3 BASIC PRINCIPLES:

15.3.1 INTENT: It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged.

15.3.2 RIGHT TO PRESENT GRIEVANCES: An employee shall have the right to present grievances in accordance with these procedures free from coercion, interference, restraint, discrimination or reprisal.

15.3.3 RIGHT TO REPRESENTATION: An employee shall have the right to be represented at any step of the procedure by PEF or by a representative(s) of his or her own choosing, however, no other employee organization may institute a grievance or represent any PEF bargaining unit employee in the processing of a grievance.

15.3.4 LEAVE TIME: Shop Stewards and Division Officers shall be the only employees permitted to adjust grievances. They shall be allowed a reasonable amount of time free from

their regular duties to fulfill this obligation. Whenever possible, they must secure the approval of their supervisor prior to leaving their work assignment for the purpose of adjusting a grievance. Such approval shall not be unreasonably withheld.

15.3.5 ACCESS TO RECORDS: Each party to grievance shall have access at reasonable time to all written statements and records pertaining to such grievance.

15.3.6 CONFIDENTIALITY: All grievance related procedures, meetings, correspondence and hearings are confidential.

15.3.7 TIME LIMITS: If the employer fails to issue a decision within the time limits contained in the terms of the grievance procedure, the employee or his or her representative may proceed to the next step. If the employee or his or her representative fails to submit the grievance or appeal within the time limits contained in the terms of the grievance procedure, the grievance shall be terminated at the last step it had reached in the process.

15.3.8 GRIEVANCE FORM: A sample of the form to be used for the grievance procedure is contained as Appendix "C".

ARTICLE 16 **DISCIPLINE & DISCHARGE**

16.1 ELIGIBILITY: The disciplinary procedure is not applicable to review the removal of an employee during the probationary period.

16.2 GENERAL PROVISIONS: It is understood and agreed that no employee shall be removed or otherwise subject to any disciplinary penalty without just cause. It is, therefore, the purpose of this Article to provide a prompt, equitable, and efficient procedure for the imposition of discipline for just cause.

16.3 DISCIPLINARY PROCEDURE:

16.3.1 When the Authority seeks to discipline an employee, a written Notice of Discipline shall be served personally upon the employee or mailed (certified or registered) to the employee at the address provided by the employee to the Authority. Said notice shall set forth a detailed description of the facts of the alleged acts and/or conduct giving rise to the discipline, including dates, times and/or places. It shall also contain the recommendation of the supervisor issuing the Notice relative to the penalty to be imposed.

16.3.2 An employee may use the grievance process set forth in Article 15 to appeal formal discipline, however, a grievance appealing a suspension and/or discharge may commence at Step Two.

16.3.3 The penalties authorized by this Article may include one or more of the following:

- a) Written reprimand.
- b) Suspension without pay.
- c) A fine not to exceed two hundred (\$200.00) dollars.
- d) Loss of accrued leave credits.
- e) Reduction in title or grade.
- f) Discharge from service

16.3.4 Pursuant to law, the employee shall be given written notice of his or her right to representation prior to any hearing or discussion when there is a potential that discipline may result. Reasonable time to secure said representative shall be provided.

16.3.5 Except for those acts which would constitute a crime, an employee shall not be disciplined for acts or conduct, known to the employer, which occurred more than one year prior to the service of the Notice of Discipline. The employee's entire record of employment, however, may be considered with respect to the appropriateness of the penalty to be imposed.

16.3.6 No disciplinary action shall take effect until it has been upheld through Step Two of the grievance procedure. This shall not apply to serious violations for which the Authority seeks immediate suspension or discharge. Pursuant to law, these may become effective immediately following a hearing with the Executive Director or his or her designee. At this hearing, the employee and/or his or her representative shall be given the opportunity to explain the circumstances of the act or misconduct, and his or her defense to the allegation, at which time the Executive Director or his/her designee will make a determination as to whether the suspension or discharge will take place immediately.

16.3.7 An employee suspended or suspended pending discharge, subject to the provisions of 16.3.6, shall have the option of using annual leave accruals in whole or half day portions during any period of suspension, at his/her discretion. In addition, the employer shall maintain all contributions which it had been making to the employee's and his or her dependent's health insurance coverage that was in effect on the day prior to the first day of the suspension.

16.3.8 The procedures contained in this Article shall be the sole and exclusive procedures with respect to disciplinary actions and shall replace Sections 75 & 76 of the New York State Civil Service Law. The terms in this Article shall be subject to definition pursuant to Article 15.1.

Additional terms are defined as follows:

- a. "Service" shall be complete upon personal delivery, or, if made by registered or certified mail, it shall be complete upon the date the employee or any other person

accepting delivery has signed the return receipt, or when the letter is returned to the Authority.

- b. "Filing" shall be complete upon actual receipt, or, if certified or registered mail is used, upon the date of mailing appearing on the postal receipt.

16.3.9 In the event of a question of timeliness of any disciplinary grievance or appeal to arbitration, the date of actual receipt shall be determinative when personal delivery is used and the date of mailing appearing on the postal receipt shall be determinative when certified or registered mail is used.

ARTICLE 17 **LABOR MANAGEMENT COMMITTEE**

The Albany Housing Authority and the Public Employees Federation Division 503 shall form a Labor Management Committee to meet at least bi-monthly for purposes of making a sincere effort to resolve any problems both within and outside of the present contract that may exist between the two parties. The Committee shall be comprised of three (3) representatives from the union and three (3) representatives from the employer. The Committee shall meet within five (5) working days of written notice by either party to the other that it wishes that Committee to convene. The notice shall contain the agenda for the meeting. It is understood that the function of the Committee is not to alter the basic contract.

ARTICLE 18 **MANAGEMENT RIGHTS**

Except as expressly limited by other provisions of this Agreement, all authority, rights and responding responsibilities possessed by the employer are retained by it. These include, but are not limited to the right to:

- Determine the mission, purpose, objectives and policies of the employer;
- Determine the facilities, methods, means and number of personnel required for conduct of the authorities' programs and operation;
- Administer the selection, recruitment, hiring, appraisal, training, retention, promotion, assignment or transfer of employees pursuant to law;
- Determine whether positions shall be full-time, part-time, salary or hourly;
- Direct, deploy and utilize the work force;
- Establish the specifications for each class of positions and to classify or reclassify and to allocate or reallocate new or existing positions in accordance with law;
- Determine the hours and days of operation of the Authority and the services, facilities and programs to be provided to the public.

ARTICLE 19
SENIORITY, LAYOFF, BUMPING AND RECALL

19.1 DEFINITIONS:

19.1.1 SENIORITY: shall be defined as the length of continuous service with the employer from the date of hire of the employee.

19.1.2 TITLE SENIORITY: shall be defined as the length of continuous service of an employee since entry of such employee into the title.

19.1.3 DEPARTMENTAL SENIORITY: shall be defined as the length of continuous service of an employee since entry of such employee into the department.

19.2 LAYOFF, BUMPING AND RECALL: For purposes of layoff of Non-Competitive and Labor Class employees, the employee(s) with the least title seniority shall be first to be laid off until the total number of employees required to decrease forces shall be established. Having exhausted his/her seniority in his/her current title, the laid off employee shall exercise his/her departmental seniority to displace an employee in a lower job title within the department who has lesser departmental seniority than the bumping employee. Recalls shall be in the inverse order of layoff. The employer shall notify the employee of his/her recall by registered mail with return receipt requested at the employee's last known address. Such recall notification must be acknowledged by the employee within seven (7) working days of receipt.

19.2.1 PART-TIME EMPLOYEES: All part-time and temporary employees in each title shall be laid off prior to the layoff of full-time employees. The layoff procedure for full-time employees as stated herein shall be used in the event of the layoff of any part-time employees.

19.3 CONTINUOUS SERVICE: As used in the above paragraph, continuous service shall include those periods when an employee is on the employer's payroll and those periods when an employee is on an authorized leave of absence or for such other periods of service, if any, as the Civil Service Law requires to be treated as part of the employee's continuous service.

19.4 LOSS OF SENIORITY: Subject to applicable provisions of the Civil Service Law, if any, an employee loses his/her seniority only when one of the following occurs: He/she resigns (unless he/she is reinstated within the period by any provisions of the Civil Service Law applicable to him/her), he/she is discharged, he/she retires or he/she refuses a recall.

19.5 COMPETITIVE EMPLOYEES: All competitive employees shall be governed under the appropriate provisions of the Civil Service Law as it pertains to layoff, bumping and recall. Such provision (Rule XXVII of the Civil Service Rules of Albany County) is attached as Appendix "D".

19.6 SENIORITY LISTS: The employer shall provide the Union with lists containing title,

department and authority-wide seniority dates of each employee within thirty (30) days of the execution of this Agreement. Any dispute concerning the seniority dates of an employee shall be submitted to final and binding arbitration for resolution.

19.7 VETERANS: Effective July 1, 1986, employees who are veterans, holding Non-Competitive or Labor Class positions shall receive additional service credits similar to those extended to the Competitive Class employees who are veterans.

19.8 PART TIME AND TEMPORARY EMPLOYEES: All part time, temporary, hourly, and seasonal employees in each title shall be laid off prior to the lay-off of full time employees in such title. The lay-off procedure for full time employees as stated herein shall be used in the event of the lay-off of any part time employees.

ARTICLE 20 **PERSONAL HISTORY FILES**

20.1 REVIEW: An employee shall have the opportunity to review his or her personal history file in the presence of an appropriate official of the Authority upon five (5) days written notice to the Authority.

20.2 NOTIFICATION: Employees shall be notified of all derogatory material, in reference to employment activities, placed in their personnel folder at the time of placement. Employees may also submit a rebuttal of reasonable length of any such derogatory material placed in his/her personnel folder.

20.3 RECORD RETENTION: Upon an employee's written request, material more than twelve (12) months old shall be removed from the personal history folder. This does not apply to unsatisfactory performance evaluations, personnel transactions, pre-employment materials and notices of discipline and all related records. Notices of discipline and related records relative to matters wherein the final determination is not guilty shall not remain part of the personal history file

ARTICLE 21 **MISCELLANEOUS**

21.1 BUSINESS CARDS: The Authority shall provide at its expense, business cards to each PEF represented employee who so requests same. The business cards will contain at least the employee's name, title, work location and business telephone.

21.2 TRAVEL EXPENSES: Employees traveling on Authority business, with Authority approval, will be reimbursed for all expenses pursuant to Albany Housing Authority travel policy. Mileage shall be reimbursed at the then IRS allowable rate.

21.3 UNIFORMS: All employees covered by this agreement who are required by the Authority to

wear uniforms shall be provided them at no cost to the employee. Annual allotments shall consist of five (5) pairs of pants and five (5) shirts (long or short sleeved). Maintenance supervisors shall receive a Carhart winter coat bearing the AHA logo that will be replaced when it becomes unserviceable due to normal wear and tear. Care of uniforms shall be the responsibility of the employee and uniforms shall not be worn off duty.

21.4 PRINTING: Management shall cause this Agreement to be printed at the Authority's expense and shall supply copies to the Union for its use and distribution to employees.

21.5 DRESS CODE: Professional employees of Albany Housing Authority are personally responsible to see that they are well groomed, clean and neatly dressed while they are on duty. Individuals' attire should appear as professional as possible as the work assignment and circumstances require.

ARTICLE 22 **HEALTH AND SAFETY**

22.1 PEF and the Authority agree that workplace safety is a primary concern for both parties. Issues of workplace safety shall be addressed through the Labor-Management Committee.

22.2 Where an employee reasonably believes that the performance of an assigned task would create a substantial risk to his/her or another worker's physical safety, he/she may request that the work location be inspected by a union and management representative. Upon consultation with the employee, the union representative and the work supervisor, the management representative will determine whether and under what conditions the work shall proceed.

ARTICLE 23 **PROHIBITION AGAINST STRIKES**

The Union affirms that it does not assert the right to strike against the Employer and agrees that it will not assist or participate in any such strikes or impose upon any of its members or others, an obligation to conduct, assist or participate in such a strike.

ARTICLE 24 **SEVERABILITY**

24.1 If any article or part thereof of this Agreement shall be found in violation of any federal, state or local law; or if adherence to or enforcement of any article or part thereof should be restrained by a court of law, the remaining articles of this agreement or any addition thereto shall not be affected.

24.2 If a determination or decision is made as per Section 1 of this Article the original parties to this agreement shall convene immediately for the purpose of negotiating a satisfactory replacement for such article or part thereof.

ARTICLE 25
LEGISLATIVE CLAUSE

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

ARTICLE 26
MAINTENANCE OF BENEFITS

Any benefit or benefits presently enjoyed by the employees within the PEF represented negotiating unit under this Agreement shall continue to remain in force subject to the terms of the appropriate section of this Agreement, except that should any such benefit not be enumerated specifically in this Agreement, such benefit will be retained and remain in force if such benefit is a part of this Agreement.

Any benefit or benefits presently enjoyed by retired employees of the Authority, or employees who retire under the retirement program relating to health insurance benefits, shall continue to remain in force as if such benefit was a part of this Agreement.

ARTICLE 27
TOTAL AGREEMENT

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

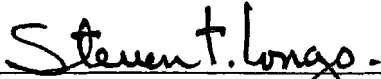
ARTICLE 28
DURATION

The term of this Agreement shall be from July 1, 2003 through June 30, 2007.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives this 12TH day of NOVEMBER, 2004

FOR:

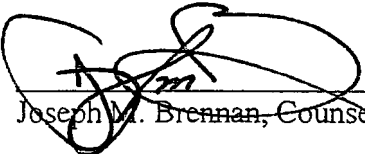
ALBANY HOUSING AUTHORITY



Steven T. Longo, Executive Director

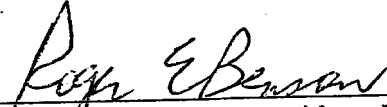


Barry J. Romano, Deputy Director




Joseph M. Brennan, Counsel


PUBLIC EMPLOYEES FEDERATION
AFL-CIO (DIVISION 503)



Roger E. Benson – President, PEF



Thomas M. Capone – Field Representative



Gary P. Simmons – Division Leader



Patrick J. Purcell – Vice President



Nadine R. Aronson – Recording Secretary

Appendix A
ALBANY HOUSING AUTHORITY
SALARY GRADE SCHEDULE
Effective 7/1/03 to 6/30/04
Three percent (3% Increase)

GRADE	A	B	C	D	E
1	22,166	23,552	24,937	26,323	27,708
2	22,790	24,214	25,638	27,063	28,487
3	23,622	25,099	26,575	28,052	29,528
4	24,433	25,960	27,487	29,014	30,541
5	25,306	26,888	28,470	30,051	31,633
6	26,360	28,008	29,655	31,303	32,950
7	27,502	29,220	30,939	32,658	34,377
8	28,699	30,493	32,287	34,080	35,874
9	29,966	31,838	33,711	35,584	37,457
10	31,334	33,293	35,251	37,210	39,168
11	32,814	34,864	36,915	38,966	41,017
12	34,382	36,531	38,680	40,829	42,978
13	36,225	38,489	40,753	43,017	45,281
14	38,360	40,758	43,155	45,553	47,950
15	40,590	43,126	45,663	48,200	50,737
16	42,903	45,585	48,266	50,948	53,629
17	45,363	48,198	51,034	53,869	56,704
18	47,987	50,986	53,986	56,985	59,984
19	50,629	53,793	56,957	60,122	63,286
20	53,273	56,602	59,932	63,261	66,591
21	56,152	59,662	63,171	66,681	70,190
22	59,206	62,907	66,607	70,308	74,008
23	62,396	66,296	70,196	74,095	77,995
24	65,760	69,870	73,980	78,090	82,200
25	69,438	73,778	78,118	82,458	86,798
26	73,131	77,702	82,273	86,843	91,414
27	77,137	81,958	86,779	91,600	96,421
28	81,241	86,318	91,396	96,473	101,551
29	85,564	90,912	96,260	101,607	106,955
30	90,081	95,711	101,341	106,971	112,601

Longevity payments – Not added to Annual Salary – paid once in the first pay period of either July or December immediately following the employee's anniversary date upon which the payment was earned.

8 to 9 years	\$200
10 to 14 years	\$600
15 to 19 years	\$1,250
20 to 24 years	\$1,750
25 years and over	\$2,000

ALBANY HOUSING AUTHORITY
SALARY GRADE SCHEDULE
 Effective 7/1/04 to 6/30/05
 Two point seven five percent (2.75% Increase)

GRADE	A	B	C	D	E
1	22,776	24,200	25,623	27,047	28,470
2	23,416	24,880	26,343	27,807	29,270
3	24,272	25,789	27,306	28,823	30,340
4	25,105	26,674	28,243	29,812	31,381
5	26,002	27,628	29,253	30,878	32,503
6	27,085	28,778	30,470	32,163	33,856
7	28,258	30,024	31,790	33,556	35,322
8	29,489	31,332	33,175	35,018	36,861
9	30,790	32,714	34,638	36,563	38,487
10	32,196	34,208	36,221	38,233	40,245
11	33,716	35,823	37,931	40,038	42,145
12	35,328	37,536	39,744	41,952	44,160
13	37,221	39,547	41,873	44,200	46,526
14	39,415	41,879	44,342	46,806	49,269
15	41,706	44,312	46,919	49,525	52,132
16	44,083	46,838	49,594	52,349	55,104
17	46,610	49,524	52,437	55,350	58,263
18	49,307	52,389	55,471	58,552	61,634
19	52,021	55,272	58,523	61,775	65,026
20	54,738	58,159	61,580	65,001	68,422
21	57,696	61,302	64,908	68,514	72,120
22	60,834	64,637	68,439	72,241	76,043
23	64,112	68,119	72,126	76,133	80,140
24	67,569	71,792	76,015	80,238	84,461
25	71,348	75,807	80,267	84,726	89,185
26	75,142	79,839	84,535	89,232	93,928
27	79,258	84,212	89,166	94,119	99,073
28	83,475	88,692	93,910	99,127	104,344
29	87,917	93,412	98,906	104,401	109,896
30	92,558	98,343	104,128	109,913	115,698

Longevity payments – Not added to Annual Salary – paid once in the first pay period of either July or December immediately following the employee's anniversary date upon which the payment was earned.

8 to 9 years	\$200
10 to 14 years	\$600
15 to 19 years	\$1,250
20 to 24 years	\$1,750
25 years and over	\$2,000

ALBANY HOUSING AUTHORITY
SALARY GRADE SCHEDULE
 Effective 7/1/05 to 6/30/06
 Two point seven five percent (2.5% Increase)

GRADE	A	B	C	D	E
1	23,346	24,805	26,264	27,723	29,182
2	24,002	25,502	27,002	28,502	30,002
3	24,879	26,434	27,989	29,544	31,099
4	25,733	27,341	28,949	30,558	32,166
5	26,653	28,319	29,984	31,650	33,316
6	27,762	29,497	31,232	32,967	34,702
7	28,964	30,774	32,585	34,395	36,205
8	30,226	32,116	34,005	35,894	37,783
9	31,559	33,532	35,504	37,477	39,449
10	33,000	35,063	37,125	39,188	41,250
11	34,559	36,719	38,879	41,039	43,199
12	36,211	38,474	40,738	43,001	45,264
13	38,151	40,536	42,920	45,305	47,689
14	40,401	42,926	45,451	47,976	50,501
15	42,748	45,420	48,092	50,763	53,435
16	45,186	48,010	50,834	53,658	56,482
17	47,776	50,762	53,748	56,734	59,720
18	50,540	53,699	56,858	60,016	63,175
19	53,322	56,654	59,987	63,319	66,652
20	56,106	59,613	63,120	66,626	70,133
21	59,138	62,835	66,531	70,227	73,923
22	62,355	66,252	70,150	74,047	77,944
23	65,715	69,822	73,930	78,037	82,144
24	69,258	73,587	77,916	82,244	86,573
25	73,132	77,703	82,274	86,844	91,415
26	77,021	81,835	86,648	91,462	96,276
27	81,240	86,318	91,395	96,473	101,550
28	85,562	90,910	96,258	101,605	106,953
29	90,114	95,747	101,379	107,011	112,643
30	94,872	100,802	106,731	112,661	118,590

Longevity payments – Not added to Annual Salary – paid once in the first pay period of either July or December immediately following the employee's anniversary date upon which the payment was earned.

8 to 9 years	\$200
10 to 14 years	\$600
15 to 19 years	\$1,250
20 to 24 years	\$1,750
25 years and over	\$2,000

ALBANY HOUSING AUTHORITY
SALARY GRADE SCHEDULE
 Effective 7/1/06 to 6/30/07
 Two point seven five percent (2.5% Increase)

GRADE	A	B	C	D	E
1	23,930	25,425	26,921	28,416	29,912
2	24,602	26,139	27,677	29,214	30,752
3	25,501	27,095	28,688	30,282	31,876
4	26,376	28,025	29,673	31,322	32,970
5	27,319	29,027	30,734	32,442	34,149
6	28,456	30,235	32,013	33,792	35,570
7	29,688	31,544	33,399	35,255	37,110
8	30,982	32,919	34,855	36,792	38,728
9	32,348	34,370	36,392	38,413	40,435
10	33,825	35,939	38,053	40,167	42,281
11	35,423	37,637	39,851	42,065	44,279
12	37,117	39,437	41,756	44,076	46,396
13	39,105	41,549	43,993	46,437	48,881
14	41,411	43,999	46,588	49,176	51,764
15	44,070	46,824	49,578	52,333	55,087
16	46,315	49,210	52,105	54,999	57,894
17	48,970	52,031	55,092	58,152	61,213
18	51,803	55,041	58,279	61,516	64,754
19	54,654	58,070	61,486	64,902	68,318
20	57,509	61,103	64,697	68,292	71,886
21	60,617	64,405	68,194	71,982	75,771
22	63,914	67,909	71,904	75,898	79,893
23	67,358	71,568	75,778	79,988	84,198
24	70,990	75,426	79,863	84,300	88,737
25	74,960	79,645	84,330	89,015	93,700
26	78,946	83,881	88,815	93,749	98,683
27	83,271	88,476	93,680	98,885	104,089
28	87,702	93,183	98,664	104,146	109,627
29	92,367	98,140	103,913	109,686	115,459
30	97,244	103,322	109,400	115,477	121,555

Longevity payments – Not added to Annual Salary – paid once in the first pay period of either July or December immediately following the employee’s anniversary date upon which the payment was earned.

8 to 9 years	\$200
10 to 14 years	\$600
15 to 19 years	\$1,250
20 to 24 years	\$1,750
25 years and over	\$2,000

APPENDIX B

AHA GRIEVANCE FORM

All grievances, decisions and appeals must be served personally or by registered mail, return receipt requested.

Step I

Within thirty (30) days after an employee knows or should have known that a grievance has occurred, the employee or his or her union representative shall present the grievance to his or her department head.

DATE PRESENTED TO DEPARTMENT HEAD: _____

GRIEVANT(S): _____

POSITION(S): _____ DEPARTMENT: _____

IMMEDIATE SUPERVISOR: _____

GRIEVANTS REPRESENTATIVE: _____

GENERAL STATEMENT OF GRIEVANCE (DATES, TIMES, PLACES, ETC.): _____

(Attach additional sheets if necessary)

REDRESS SOUGHT: _____

SIGNATURE OF GRIEVANT AND/OR REPRESENTATIVE:

DEPARTMENT HEAD: _____ DATE RECEIVED: _____

DECISION OF DEPARTMENT HEAD: _____

(Attach additional sheets if necessary)

DEPARTMENT HEAD SIGNATURE: _____ DATE OF DECISION:

(Within five days after the grievance has been presented to him, the Department Head shall give his decision to the employee and their representative.)

Step II

DATE PRESENTED TO EXECUTIVE DIRECTOR OR DESIGNEE: _____

(Must be within ten days of receipt of decision at Step I)

DATE OF HEARING: _____

(Must be within fifteen days of date presented)

DECISION: _____

(Attach additional sheets if necessary)

DIRECTOR/DESIGNEE SIGNATURE: _____

DATE OF DECISION: _____

(Decision shall be rendered in writing within ten days of the hearing, it shall be sent to all parties involved in the grievance.)

Step III

If the union is not satisfied with the decision at Step II, it may submit the grievance to final and binding arbitration by written notice to the Executive Director within twenty (20) days of receiving the decision at Step II.

APPENDIX C

RULE XXVII

LAYOFF OF COMPETITIVE CLASS EMPLOYEES

1. For the purpose of this Rule the following terms shall mean:

(a) Direct Line of Promotion shall be strictly construed in that in order to be considered as direct line all titles must have the same generic root.

(b) Next lower occupied title shall mean the title in direct line of promotion immediately below the title from which the incumbent is suspended or demoted, unless no one is serving in that title in that layoff unit, in which case it shall be the closest lower title in direct line of promotion in that layoff unit in which one or more persons do serve.

(c) Layoff unit shall mean each department of a County, City, Town, Village each School District and each special district. Authorities and community colleges shall be deemed to be separate civil divisions.

(d) Satisfactory service shall mean service by a permanent employee during which he did not receive an "Unsatisfactory" performance rating and was not found guilty of misconduct or incompetency pursuant to Section 75 of the Civil Service Law which resulted in the imposition of any of the following penalties upon such employee.

(i) dismissal from the service, or

(ii) suspension without pay for a period exceeding one month, or

(iii) demotion in grade and title.

(c)(i) Permanent Service shall start on the date of the incumbent's original appointment a permanent basis in the classified service, however, in the case of disabled veterans, the date of original permanent appointment is considered to be 60 months earlier than the actual date; while non-disabled veterans are considered to have been appointed 30 months earlier than their actual date of appointment. For the purposes of this Rule the definition of what constitutes a veteran or disabled veteran is contained in Section 85 of the Civil Service Law.

(ii) A resignation followed by a reinstatement or reappointment more than one year subsequent to the resignation constitutes a break in service. The original appointment date is to be determined from the date of reemployment, the prior service would not count.

(iii) Temporary or provisional service preceding the original permanent appointment does not count. However, temporary or provisional employment immediately preceded and followed by permanent classified service employment does not interrupt continuous service.

(iv) The permanent service of any employee who was transferred from another civil division shall start on the date of his original permanent appointment in the classified service in the other civil division.

(v) If an employee was covered-in to a classified position upon acquisition by a civil division of an agency in which he was employed, his seniority begins on the effective date of the cover-in. As between that employee and others covered-in on the same date, they shall have the seniority held by them as among themselves in the agency before the cover-in.

2. Suspension

(a) When an occupied position in the competitive class is abolished, suspension is to be made from among those employees holding the same title in the same layoff unit as the abolished position.

(b) Among permanent employees, the order of suspension is the inverse of the order of their original permanent appointments in the classified service. See above definition of permanent service for veterans and disabled veterans. An exception to this rule is that the blind have absolute retention rights but only in their job status.

(c) A blind person may not back-date his permanent service if he also happens to be either a veteran or disabled veteran.

(d) A person is considered blind if he is so certified by the Commission for the Visually Handicapped of the New York State Social Services Department.

(e) When two or more permanent incumbents of position in a specific title are suspended, demoted or displaced at the same time, the order in which they shall be entitled to displace shall be determined by their respective retention standing, with those having the greater retention standing entitled to displace first.

(f) When several employees were originally appointed on a permanent basis on the same day, their retention rights shall be determined by their rank on the eligible list from which they were appointed; that person having the highest rank having greater retention rights over those having lower ranks.

(g) All temporary, provisional and contingent permanent employees occupying these positions must be let go before any permanent employee is suspended from such positions.

(h) Probationary employees occupying such positions in the same title, must also be suspended

before any permanent employee in the layoff unit in that title who has completed his probationary period. Probationary employees do, however, have superior retention rights to those of contingent permanent, temporary and provisional employees.

(i) The order of suspension among probationary employees shall follow the same principles as that among permanent employees.

3. Vertical bumping

(a) Vertical bumping occurs when an employee is a specific title to which there is a direct line of promotion, who is himself suspended or displaced, displaces an employee in the next lower occupied title in direct line of promotion in the same layoff unit having the least seniority if the employee who seeks to displace has greater retention standing.

(b) Where the layoff involves more than one position in a title, the order of displacement will be the inverse of the order of suspension. That is, the most senior of the suspended employees will be the first to displace. This shall apply to both vertical bumping and retreat.

(c) If an employee refuses to displace a junior incumbent he must be laid off. This, however, does not protect the junior incumbent from being compared in retention standing with other incumbents if other positions at the higher level are being abolished.

(d) When a next lower title has been occupied by means of displacement regardless of when the displacement into the title has occurred, it is considered to be occupied for further displacement purposes; however, a next lower title which has all of its positions abolished at the same time as positions are abolished at the higher level cannot be considered as occupied. A title which is occupied by an incumbent, temporary, provisional, contingent, probationary or permanent is considered occupied for the purposes of this section.

4. Retreat

(a) Retreat occurs when and only when there is no lower occupied position in direct line of promotion at any level.

(b) An employee may retreat by displacing the incumbent with the least retention right who is serving in a position in the title in which the displacing incumbent last served on a permanent basis prior to service in the title form which he is currently suspended or displaced. Retreat may only occur where the position in the title formerly held by the displacing incumbent is occupied in the competitive class, in the same layoff unit, and at a lower salary grade, the service of the displacing incumbent while in the former title must have been satisfactory, and the junior incumbent must have less retention standing than the displacing incumbent.

(c) The service of the displacing incumbent in the title to which he is retreating need not have been

in the same layoff unit as the one from which he is displaced.

(d) An employee may also displace by retreat to a position in a title he last served on a permanent basis although he had intervening service in other titles as long as his service in each of the intervening titles was on other than a permanent basis. He may also displace by retreat to a position which does not count in the computation of his continuous service.

(e) Where a title change has been effected to better describe the duties of a position but the duties have not substantially changed since the suspended employee last served in that title the new title will for retreat purposes be deemed to be the former title.

5. An employee who refuses to accept an appointment afforded by displacement for whatever reason waives all rights regarding the displacement, however, this employee's name will be entered on an appropriate preferred list.

6. Preferred list standing for the competitive class employees on and after October 1, 1972 shall be as follows:

(a) On and after October 1, 1972 those employees whose positions were abolished prior to that date and who therefore had their standing on the preferred list determined by the date of their original appointment on a permanent basis in the competitive class shall retain among themselves such preferred list standing including the preferences to which they were entitled as blind, disabled veterans and non-disabled veterans.

(b) Blind employees whose positions are abolished on or after October 1, 1972 shall have their preferred list standing determined by the date of their original appointment on a permanent basis in the classified service, whether or not they are also disabled veterans or nondisabled veterans; provided however, that the blind shall be granted absolute preference on the preferred list over all other employees except those disabled veterans and blind employees whose positions were abolished prior to October 1, 1972 with whose names theirs shall be interfiled.

(c) Disabled veterans whose positions are abolished on or after October 1, 1972 shall have their preferred list standing determined by the date of their original appointment on a permanent basis in the classified service; provided however, that the date of such original appointment shall be deemed to be 60 months earlier than the actual date, determined in accordance with Section 30 of the General Construction Law.

(d) Non-disabled veterans whose positions are abolished on or after October 1, 1972 shall have their preferred list standing determined by the date of their original appointment on a permanent basis in the classified service; provided however, that the date of such original appointment shall be deemed to be 30 months earlier than the actual date, determined in accordance with Section 30 of the General Construction Law.

(e) Non-veterans whose positions are abolished on or after October 1, 1972 shall have their preferred list standing determined by the date of their original appointment on a permanent basis in the classified service.

(f) The names of all persons encompassed by paragraphs (c) (d) and (e) above whose positions are abolished on or after October 1, 1982 shall be interfiled on the preferred list with the names of all non-veterans whose positions were abolished prior to October 1, 1972.

7. An appointing authority may take such steps as it may deem necessary in order to secure binding written commitments in advance of suspension, demotion or displacement from employees potentially effected by such suspension, demotion or displacement as to their willingness to accept reassignment or displacement.

