

**TROY CITY COUNCIL
COMMITTEE AGENDA
FOR FINANCE MEETING
JANUARY 28, 2016
6:00P.M.**

Pledge of Allegiance
Roll Call

LOCAL LAW

ORDINANCES

8. Ordinance Amending The 2016 City Budget To Transfer Funds Within The General Fund Budget Lines. (Council President Mantello) (At the Request of the Administration)

9. Ordinance Approving Settlement Of Tax Certiorari Proceedings Instituted By Robert Karl On The Assessment Roll Of The City Of Troy. (Council President Mantello) (At the Request of the Administration)

10. Ordinance Approving Settlement Of Tax Certiorari Proceedings Instituted By Wisdomworks Llc On The Assessment Roll Of The City Of Troy. (Council President Mantello) (At The Request Of The Administration)

11. Ordinance Approving Settlement Of Tax Certiorari Proceedings Instituted By Mr. Subb Inc. On The Assessment Roll Of The City Of Troy. (Council President Mantello) (At The Request Of The Administration)

12. Ordinance Approving Settlement Of Tax Certiorari Proceedings Instituted By Jan Siemiginowski On The Assessment Roll Of The City Of Troy. (Council President Mantello) (At The Request Of The Administration)

13. Ordinance Approving Settlement Of Tax Certiorari Proceedings Instituted By Adams Street Properties Llc On The Assessment Roll Of The City Of Troy. (Council President Mantello) (At The Request Of The Administration)

14. Ordinance Approving Settlement Of Tax Certiorari Proceedings Instituted By 10 River Street Llc On The Assessment Roll Of The City Of Troy. (Council President Mantello) (At The Request Of The Administration)

RESOLUTIONS

- 8. Resolution Appointing Commissioners Of Deeds For The City Of Troy (Council President Mantello)
(At The Request Of The Administration)**
 - 9. A Resolution Pursuant To Section 32 -Of The New York State Public Housing Law Relating To The
Employment Of, And The Wages, Rates And Salaries Of Employees Of The Troy Housing Authority.
(Council President Mantello) (At The Request Of The Administration)**
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ORD#8

ORDINANCE AMENDING THE 2016 CITY BUDGET TO TRANSFER FUNDS
WITHIN THE GENERAL FUND BUDGET LINES

The City of Troy, convened in City Council, ordains as follows:

Section 1. The City of Troy 2016 GENERAL FUND BUDGET is herein amended and set forth in Schedule "A" entitled:

February 2016 Transfers

which is attached hereto and made a part hereof

Section 2. This act will take effect immediately.

Approved as to form January 22, 2016

Kevin Glasheen, Corporation Counsel

MEMO IN SUPPORT

Title: Ordinance amending the 2016 General Fund Budget appropriations.

Summary of Provisions: This legislation is being initiated by the administration and will transfer funds from certain accounts within the General Fund.

Present Law: N/A

Purpose: The administration begins the process of building a budget the summer before the budget is due. The administration files the budget on October 1st and the City Council passes the budget in December. The several hundred expense categories contained in the 2016 budget are estimates of those expenses made in 2015 for 2016.

Overall Budget Fiscal Impact: None.

Schedule A

February 2016 General Budget Transfers

Department	Account No.	Description	Original Budget*	Change (+ / -)	Revised Budget
General					
Pub Safety Police	A.3120.0107.0000	Clothing Allowance	\$92,995.00	(\$18,750.00)	\$74,245.00
Pub Safety Police	A.3120.0423.0000	Uniforms	\$101,000.00	\$18,750.00	\$119,750.00 a)
Total General Fund Budget Expenditure Increase				<u><u>\$0.00</u></u>	

Footnote:

a) Transfer of funds to the Uniform Budget Line for 25 Officers choosing to take Uniform vouchers instead of cash payment

ORDINANCE APPROVING SETTLEMENT OF TAX CERTIORARI
PROCEEDINGS INSTITUTED BY ROBERT KARL ON THE ASSESSMENT
ROLL OF THE CITY OF TROY

The City of Troy, in City Council, convened, ordains as follows:

Section 1. The Corporation Counsel of the City of Troy is hereby authorized to compromise and settle tax certiorari proceeding instituted by the following taxpayer as provided in certain stipulation on file with the office of the Corporation Counsel:

PROPERTY OWNER	PARCEL NO.	ADDRESS
Robert Karl	90.78-5-3	2791 Sixth Avenue

Section 2. The Corporation Counsel of the City of Troy is hereby authorized to execute the necessary stipulations for the settlement of the proceedings and the Orders based on said stipulations shall authorize the City Treasurer of the City of Troy, to revise the 2013, 2014 and 2015 assessment roll to reflect said changes.

Section 3. Upon receipt by the City Treasurer and the City Comptroller of the executed Stipulations and Orders, said tax rolls shall be adjusted accordingly, and the necessary refunds will be made to the property owner, if applicable.

Section 4. This Ordinance shall take effect immediately.

Approved as to form, January 22, 2016

Kevin P. Glasheen, Corporation Counsel

MEMORANDUM IN SUPPORT

TAXPAYER: Robert Karl
 PROPERTY 2791 Sixth Avenue (90.78-5-3)
 ATTORNEY: Gregory M. Dennin, Esq., Lake Placid

This is the building and land of the Bob Karl Auto Sales and Service facility at 2791 Sixth Avenue. The building is a 124-year-old 25,961 square foot on a .5 acre parcel. The building, which includes a showroom, repair room and paint room, covers most of the lot, and there is very little room for parking on this parcel.

This was one of six 2013 proceedings that the City moved to dismiss for improper service; that motion was denied by Rensselaer County Supreme Court and modified by the Appellate Division, which held that service was improper and the proceeding should be dismissed, but that Rensselaer County Supreme Court had the option of extending the time to serve the petitions, which it did. At that point, the 2014 and 2015 proceedings had been commenced.

This matter was set for trial on January 14, 2016. The assessed value of the subject property is \$450,000. Petitioner filed an appraisal report by Appraisal Resources that supports a value of \$280,000. After protracted negotiation, Petitioner's counsel agreed to a settlement in which the assessed value for the years at issue would be reduced to \$365,000, the midpoint of the appraisal and the assessment.

The following shows the refund liability

Assessed Value	Revised AV	2013 refund	2013 City Refund	2014 Refund	2014 City Refund
\$450,000	\$365,000	\$3,457	\$938	\$3,420	\$978
2015					
2015 Refund	City Refund	Total City	Total refund		
\$3,522	\$1,027	\$2,943	\$10,399		

ORDINANCE APPROVING SETTLEMENT OF TAX CERTIORARI
PROCEEDINGS INSTITUTED BY WISDOMWORKS LLC ON THE
ASSESSMENT ROLL OF THE CITY OF TROY

The City of Troy, in City Council, convened, ordains as follows:

Section 1. The Corporation Counsel of the City of Troy is hereby authorized to compromise and settle tax certiorari proceeding instituted by the following taxpayer as provided in certain stipulation on file with the office of the Corporation Counsel:

PROPERTY OWNER	PARCEL NO.	ADDRESS
Wisdomworks LLC	101.22-4-5.1	2612 Sixth Avenue

Section 2. The Corporation Counsel of the City of Troy is hereby authorized to execute the necessary stipulations for the settlement of the proceedings and the Orders based on said stipulations shall authorize the City Treasurer of the City of Troy, to revise the 2013, 2014 and 2015 assessment roll to reflect said changes.

Section 3. Upon receipt by the City Treasurer and the City Comptroller of the executed Stipulations and Orders, said tax rolls shall be adjusted accordingly, and the necessary refunds will be made to the property owner, if applicable.

Section 4. This Ordinance shall take effect immediately.

Approved as to form, January 22, 2016

Kevin P. Glasheen, Corporation Counsel

ORD. #10

MEMORANDUM IN SUPPORT

TAXPAYER: Wisdomworks LLC
PROPERTY 2612 Sixth Avenue (101.22-4-5)
ATTORNEY: Gregory M. Dennin, Esq., Lake Placid

This is the Johnstone Supply Co., a 32,480 square foot warehouse/retail building located on a 3 acre site. The majority of the building was built as a meat packing plant in the 1900s; an addition was built in 1985 which is used for warehouse and storage.

This was one of six 2013 proceedings that the City moved to dismiss for improper service; that motion was denied by Rensselaer County Supreme Court and modified by the Appellate Division, which held that service was improper and the proceeding should be dismissed, but that Rensselaer County Supreme Court had the option of extending the time to serve the petitions, which it did. At that point, the 2014 and 2015 proceedings had been commenced.

This matter was set for trial on January 14, 2016. The assessed value of the subject property is \$1,000,000. Petitioner filed an appraisal report by Armstrong Appraisal supporting a value of \$682,000. A review of the assessor's records indicated that the building had 10,000 less square feet than City records indicated. After protracted negotiation, Petitioner's counsel agreed to a settlement in which the assessed value for the years at issue would be reduced to \$841,000, the midpoint of the appraisal and the assessment.

The following shows the refund liability

Assessed Value	Revised AV	2013 refund	2013 City Refund	2014 Refund	2014 City Refund
\$1,000,000	\$841,000	\$6,467	\$1,755	\$6,398	\$1,829
2015					
2015 Refund	2015 City Refund	Total City	Total refund		
\$6,587	\$1,921	\$5,505	\$19,452		

ORDINANCE APPROVING SETTLEMENT OF TAX CERTIORARI
PROCEEDINGS INSTITUTED BY MR. SUBB INC. ON THE ASSESSMENT
ROLL OF THE CITY OF TROY

The City of Troy, in City Council, convened, ordains as follows:

Section 1. The Corporation Counsel of the City of Troy is hereby authorized to compromise and settle tax certiorari proceeding instituted by the following taxpayer as provided in certain stipulation on file with the office of the Corporation Counsel:

PROPERTY OWNER	PARCEL NO.	ADDRESS
Mr. Subb Inc.	80.63-11-3	463 2 nd Avenue
Mr. Subb Inc.	101.35-2-1	546 Hoosick Street

Section 2. The Corporation Counsel of the City of Troy is hereby authorized to execute the necessary stipulations for the settlement of the proceedings and the Orders based on said stipulations shall authorize the City Treasurer of the City of Troy, to revise the 2013, 2014 and 2015 assessment roll to reflect said changes.

Section 3. Upon receipt by the City Treasurer and the City Comptroller of the executed Stipulations and Orders, said tax rolls shall be adjusted accordingly, and the necessary refunds will be made to the property owner, if applicable.

Section 4. This Ordinance shall take effect immediately.

Approved as to form, January 22, 2016

Kevin P. Glasheen, Corporation Counsel

MEMORANDUM IN SUPPORT

TAXPAYER: Mr. Subb Inc.
 PROPERTIES 546 Hoosick Street (101.35-2-1)
 463 2nd Avenue (80.63-11-3)
 ATTORNEY: Gregory M. Dennin, Esq., Lake Placid

These are two fast food restaurants – 546 Hoosick Street is a 1,740 square foot building on a .44 acre parcel; 463 2nd Avenue is a 1,600 square foot building on a .39 acre lot.

This was one of six 2013 proceedings that the City moved to dismiss for improper service; that motion was denied by Rensselaer County Supreme Court and modified by the Appellate Division, which held that service was improper and the proceeding should be dismissed, but that Rensselaer County Supreme Court had the option of extending the time to serve the petitions, which it did. At that point, the 2014 and 2015 proceedings had been commenced.

This matter was set for trial on January 13, 2016. The assessed value of the Hoosick Street property is \$460,000; the assessment of the 463 2nd Avenue property is \$400,000. Petitioner filed appraisal reports by Armstrong Appraisal that support a value of \$300,000 for the Hoosick Street property and \$263,000 for the Second Avenue property. After protracted negotiation, Petitioner’s counsel agreed to a settlement in which the assessed value for the years at issue of the Hoosick Street property would be reduced to \$380,000, the midpoint of the appraisal and the assessment; the assessment of the 463 2nd Avenue property would be reduced to \$331,500.

The following shows the refund liability

546 Hoosick Street

Assessed Value	Revised AV	2013 refund	2013 City Refund	2014 Refund	2014 City Refund
\$460,000	\$380,000	\$3,254	\$883	\$3,219	\$920
2015					
2015 Refund	City Refund	Total City	Total refund		
\$3,314	\$966	\$2,770	\$9,787		

463 2nd Avenue

Assessed Value	Revised AV	2013 refund	2013 City Refund	2014 Refund	2014 City Refund
\$400,000	\$331,500	\$2,786	\$756	\$2,756	\$788
2015					
2015 Refund	2015 City Refund	Total City	Total refund		
\$2,838	\$827	\$2,371	\$8,380		

ORDINANCE APPROVING SETTLEMENT OF TAX CERTIORARI
 PROCEEDINGS INSTITUTED BY JAN SIEMIGINOWSKI ON THE
 ASSESSMENT ROLL OF THE CITY OF TROY

The City of Troy, in City Council, convened, ordains as follows:

Section 1. The Corporation Counsel of the City of Troy is hereby authorized to compromise and settle tax certiorari proceeding instituted by the following taxpayer as provided in certain stipulation on file with the office of the Corporation Counsel:

PROPERTY OWNER	ADDRESS	PARCEL NO.
Jan Siemiginowski	Prospect Avenue	101.79-3-38.12
	4 Prospect Avenue	101.79-3-38.11
	1300 Fifteenth Street	101.79-2-7
	519 Congress Street	101.79-3-37
	381 Congress Street	101.79-2-11
	379 Congress Street	101.79-2-12
	377 Congress Street	101.79-2-13
	8 Prospect Avenue	101.79-3-4
	Prospect Avenue	101.71-11-6
	Fifteenth Street	101.79-3-1

Section 2. The Corporation Counsel of the City of Troy is hereby authorized to execute the necessary stipulations for the settlement of the proceedings and the Orders based on said stipulations shall authorize the City Treasurer of the City of Troy, to revise the 2013, 2014 and 2015 assessment roll to reflect said changes.

Section 3. Upon receipt by the City Treasurer and the City Comptroller of the executed Stipulations and Orders, said tax rolls shall be adjusted accordingly, and the necessary refunds will be made to the property owner, if applicable.

Section 4. This Ordinance shall take effect immediately.

Approved as to form, January 22, 2016

Kevin P. Glasheen, Corporation Counsel

MEMORANDUM IN SUPPORT

TAXPAYER: Jan Siemiginowski

PROPERTIES: Prospect Avenue 101.79-3-38.12
 4 Prospect Avenue 101.79-3-38.11
 1300 Fifteenth Street 101.79-2-7
 519 Congress Street 101.79-3-37
 381 Congress Street 101.79-2-11
 379 Congress Street 101.79-2-12
 377 Congress Street 101.79-2-13
 8 Prospect Avenue 101.79-3-4
 Prospect Avenue 101.71-11-6
 Fifteenth Street 101.79-3-1

ATTORNEY: Gregory M. Dennin, Esq., Lake Placid

These are properties that belong to Jan Siemiginowski, which include the Muza Diner at 377 Congress Street; two two-family homes at 379 and 381 Congress Street; a one-family home at 519 Congress Street, and various vacant lots. Two of the properties do not belong to Mr. Siemiginowski, and those are being discontinued.

Mr. Siemiginowski has not paid taxes on these properties in five years. The City commenced a foreclosure proceeding to take these properties as part of the annual *in rem* proceeding; Mr. Siemiginowski filed bankruptcy, which resulted in the properties being removed from the foreclosure.

This was one of six 2013 proceedings that the City moved to dismiss for improper service; that motion was denied by Rensselaer County Supreme Court and modified by the Appellate Division, which held that service was improper and the proceeding should be dismissed, but that Rensselaer County Supreme Court had the option of extending the time to serve the petitions, which it did. At that point, the 2014 and 2015 proceedings had been commenced.

This matter was set for trial on January 13, 2016, and an appraisal was prepared by Armstrong Appraisal. After protracted negotiation, Petitioner's counsel agreed to a settlement in which the assessed value for the years at issue would be set at the midpoint between the assessment and the appraisal; two of the parcels, which were not owned by the Petitioner, are to be discontinued with no change. The assessments will be reduced according to the schedule below.

Parcel	Address	Assessed Value	Appraised Value	Revised Assessed Value
101.79-3-38.12	Prospect Avenue	\$13,000	\$5,200	\$ 9,100
101.79-3-38.11	4 Prospect Avenue	\$23,000	\$7,900	\$ 15,450
101.79-2-7	1300 Fifteenth Street	\$80,000	\$44,800	\$ 62,400
101.79-3-37	519 Congress Street	\$51,000	\$10,200	\$ 30,600
101.79-2-11	381 Congress Street	\$88,000	\$20,000	\$ 54,000
101.79-2-12	379 Congress Street	\$90,000	\$20,000	\$ 55,000
101.79-2-13	377 Congress Street	\$170,000	\$115,200	\$ 142,600
101.79-3-4	8 Prospect Avenue	\$94,000	\$50,000	\$ 72,000
101.71-11-6	Prospect Avenue	\$32,000	\$6,300	\$ 32,000
101.79-3-1	Fifteenth Street	\$31,800	\$5,000	\$ 31,800

There is no "refund" from the City; the taxes that are outstanding will be calculated on the values above.

ORDINANCE APPROVING SETTLEMENT OF TAX CERTIORARI
PROCEEDINGS INSTITUTED BY ADAMS STREET PROPERTIES LLC ON
THE ASSESSMENT ROLL OF THE CITY OF TROY

The City of Troy, in City Council, convened, ordains as follows:

Section 1. The Corporation Counsel of the City of Troy is hereby authorized to compromise and settle tax certiorari proceeding instituted by the following taxpayer as provided in certain stipulation on file with the office of the Corporation Counsel:

PROPERTY OWNER	PARCEL NO.	ADDRESS
Adams Street Properties LLC	100.76-8-2	27 River Street

Section 2. The Corporation Counsel of the City of Troy is hereby authorized to execute the necessary stipulations for the settlement of the proceedings and the Orders based on said stipulations shall authorize the City Treasurer of the City of Troy, to revise the 2016 assessment roll to reflect said changes.

Section 3. Upon receipt by the City Treasurer and the City Comptroller of the executed Stipulations and Orders, said tax rolls shall be adjusted accordingly, and the necessary refunds will be made to the property owner, if applicable.

Section 4. This Ordinance shall take effect immediately.

Approved as to form, January 22, 2016

Kevin P. Glasheen, Corporation Counsel

MEMORANDUM IN SUPPORT

TAXPAYER: Adams Street Properties LLC
PROPERTY 27 River Street (100.76-8-2)
ATTORNEY: William J. Doyle III, Esq., Troy, New York Placid

This is the former Levonian Brothers Building, which was sold by the City of Troy to the current owner in November 2012 for \$150,000. The building has been vacant for the past three years and is to be demolished in 2016.

The building is 30,320 square feet and includes warehouse and office space on a 1.2 acre site. An appraisal was prepared by Conti appraisals supporting a value of \$210,000 with the building in place. This proceeding was scheduled for trial on January 20, 2016. After protracted negotiations, this proceeding was settled by discontinuing all of the pending proceedings with no refund, and to set the 2016 assessment at \$210,000. As the proceeding is being discontinued, there is no refund.

ORDINANCE APPROVING SETTLEMENT OF TAX CERTIORARI
PROCEEDINGS INSTITUTED BY 10 RIVER STREET LLC ON THE
ASSESSMENT ROLL OF THE CITY OF TROY

The City of Troy, in City Council, convened, ordains as follows:

Section 1. The Corporation Counsel of the City of Troy is hereby authorized to compromise and settle tax certiorari proceeding instituted by the following taxpayer as provided in certain stipulation on file with the office of the Corporation Counsel:

PROPERTY OWNER	PARCEL NO.	ADDRESS
10 River Street LLC	100.76-9-24	10 River Street

Section 2. The Corporation Counsel of the City of Troy is hereby authorized to execute the necessary stipulations for the settlement of the proceedings and the Orders based on said stipulations shall authorize the City Treasurer of the City of Troy, to revise the 2015 assessment roll to reflect said changes.

Section 3. Upon receipt by the City Treasurer and the City Comptroller of the executed Stipulations and Orders, said tax rolls shall be adjusted accordingly, and the necessary refunds will be made to the property owner, if applicable.

Section 4. This Ordinance shall take effect immediately.

Approved as to form, January 22, 2016

Kevin P. Glasheen, Corporation Counsel

MEMORANDUM IN SUPPORT

TAXPAYER: 10 River Street LLC
PROPERTY 10 River Street (100.76-9-24)
ATTORNEY: Marc Goldberg, Esq., Philips Lytle, Albany

This is the Old Brick furniture store, a five-story, 102,000 square foot warehouse/retail building on a .5 acre site.

The property was assessed for \$1,146,800. The property was purchased in an arm's length sale in September 2014 for \$550,000. After a review of the contract, deed, closing documents and lease, the parties agreed to a settlement in which the assessment would be set at \$625,000 for the 2015 assessment roll.

The following shows the refund liability

Assessed Value	Revised AV	2015 Refund	2015 City Refund
\$1,146,800	\$625,000	\$21,618	\$6,303

RESOLUTION APPOINTING COMMISSIONERS OF DEEDS FOR THE CITY OF TROY

BE IT RESOLVED, that the City Council hereby appoints the following persons, as identified in the attached applications hereto and made a part hereof, Commissioners of Deeds for the City of Troy for a two-year term.

Mary Ann Jewett- 02/04/16-02/04/18
263 Pawling Ave
Troy, New York 12180

Approved as to form, February 22, 2016

Kevin P. Glasheen, Corporation Counsel

RES# 9

**A RESOLUTION PURSUANT TO SECTION 32 -OF THE NEW YORK STATE
PUBLIC HOUSING LAW RELATING TO THE EMPLOYMENT OF, AND THE
WAGES, RATES AND SALARIES OF EMPLOYEES OF THE
TROY HOUSING AUTHORITY**

WHEREAS, Section 32 of the New York State Public Housing Law requires that the legislative body of the City of Troy approve the employment of, and the wages, rates and salary of employees Employed by the Troy Housing Authority; and

WHEREAS, the Board of Commissioners of the Troy Housing Authority adopted by a majority vote Resolution No. 16-3, which approved the updated Troy Housing Authority non-represented employee benefits manual effective January 1, 2016; and

WHEREAS, the Board of Commissioners of the Troy Housing Authority adopted by a majority vote Resolution No. 16-2, which approved the contract between the Civil Service Employees' Association and the Troy Housing Authority; and

WHEREAS, said contract had been previously ratified by the employees of the Troy Housing Authority; and

WHEREAS, said contract does not have any financial impact on the finances of the City of Troy, New York; and

WHEREAS, the Executive Secretary of the Troy Housing Authority has submitted a written request to the President of the City Council of the City of Troy, dated January 20, 2016, requesting that the City Council of the City of Troy enact a resolution in compliance with Section 32 of the Public Housing Finance Law, together with copies of the resolutions of the Troy Housing Authority dated January 7, 2016 approving said contract and manual.

NOW, THEREFORE, BE IT RESOLVED THAT, at the request of the Troy Housing Authority, the City Council of the City of Troy, New York hereby approves the employment of, and the wages, rates and salaries of the employees employed by the Troy Housing Authority.

Approved as to form, January 22, 2016

Kevin P. Glasheen, Corporation Counsel



Administrative Offices, One Eddy's Lane,
Troy, NY 12180

Phone: (518) 273-3600 Fax: (518) 274-6633

After Hours Emergency Telephone
Number:

Maintenance (518) 274-7887

January 20, 2016

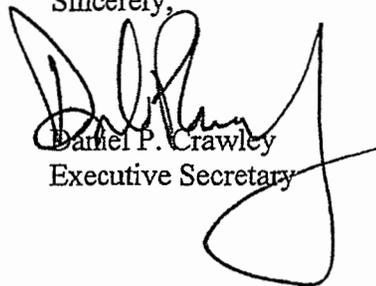
City Council President Carmella Mantello
Troy City Hall
433 River Street
Troy, NY 12180

Re: Approval of Troy Housing Authority employees' wages, rates and salaries

Dear Council President Mantello,

Section 32 of the New York State Public Housing Law requires the legislative body of the City of Troy approve the employment of, and the wages, rates and salaries of employees of the Troy Housing Authority. Therefore, I am requesting the council enact a resolution approving the contract between the Civil Service Employee's Association and Troy Housing Authority, as well as the Non-Represented Employee Benefits Manual, which were both approved by the Troy Housing Authority Board of Commissioners on Jan. 7, 2016.

Sincerely,


Daniel P. Crawley
Executive Secretary

**A RESOLUTION APPROVING THE NON-REPRESENTED EMPLOYEES
BENEFIT MANUAL EFFECTIVE JANUARY 1, 2016**

SUBMITTED BY: Daniel P. Crawley, Executive Secretary

INTRODUCED BY: Darren J. Scott, Chair

WHEREAS, the Troy Housing Authority is interested in updating the Non-Represented Employee Benefits Manual effective January 1, 2016 to coincide with the most recently ratified CSEA Bargaining Agreement; and

WHEREAS, the Board of Commissioners Personnel Committee has met to review the policy, and approves of its contents and modifications therein;

NOW, THEREFORE, BE IT RESOLVED THAT upon positive majority vote, the Troy Housing Authority non-represented employee benefits manual effective January 1, 2016 as attached to this resolution will be adopted and implemented.

INTRODUCED BY: Darren Scott, Chair

FIRST MOTION: Robert Linder, Commissioner

SECOND MOTION: Susan Steele, Commissioner

AYES: 7

NAYS: 0

Dated: January 7, 2016

TROY HOUSING AUTHORITY

NON-REPRESENTED EMPLOYEE BENEFITS MANUAL

Effective January 1, 2016

Introduction

This Employee Benefits Manual contains a general description of the terms and conditions of employment provided by the Troy Housing Authority to those employees holding titles not represented by the Civil Service Employees Association. This manual should not be construed as a contract. The Authority reserves the right to make changes to this manual at any time and as conditions require. This manual supersedes any and all manuals, resolutions, and policies previously in effect. Employees holding titles represented by the Civil Service Employees Association should refer to the current collective bargaining agreement for their terms and conditions of employment.

Salary

The salary of all employees, as well as any increases in salary, will be established by the Board. Any salary schedules in effect prior to the date this policy manual is approved by the Board shall no longer be effective.

Health Insurance

All Full-time Employees of the Authority are entitled to enroll in the same health insurance plans offered to employees represented by CSEA. All Full-time Employees hired after October 1, 2015 shall contribute 25% (twenty five percent) of the premium(s) for the applicable coverage, through payroll deductions. Employees hired after October 1st 2015 shall be eligible for health care benefits after the completion of ninety (90) days of service.

All Full-time Employees hired before October 1st, 2015 shall contribute 15% of the premium(s) for the applicable coverage.

An employee who is eligible for the Authority's health insurance plan may decline coverage including vision, dental, and prescription. An employee declining the health insurance coverage shall receive a "buy-out" of \$2,000 for individual coverage, \$3,000 for two-person coverage, or \$4,000 for family coverage, as applicable. Payment shall be made in a separate check on the first payday in December. 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. There shall be no "buy-out" for declining dental and/or vision. An employee may also 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 pro-rated on a monthly basis.

Health Plan Coverage for Retirees

The authority agrees to provide health insurance (which includes Medical, Hospitalization, and Prescription Drug coverage) for any eligible employee, in accordance with the schedule below, who retires from the Authority, and who immediately subsequent to their retirement from the Authority, draws pension from the New York State Retirement System:

The Authority agrees to provide health insurance (which includes Medical, Hospitalization and Prescription Drug coverage) for any eligible employee, in accordance with the schedule below, who retires from the Authority, and who, immediately subsequent to their retirement from the Authority, draws pension from the New York State Retirement System.

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:

For employees hired prior to January 1, 1999 AND with twenty (20) or more years of service with the Troy Housing Authority, the Authority shall pay one-hundred percent (100%) of the health insurance (medical, hospitalization, and prescription drug) premium for such individual employee benefits.

For employees hired prior to January 1, 1999 AND with twenty-five (25) or more years of service with the Troy Housing Authority, the Authority shall pay one-hundred percent (100%) of the health insurance (medical, hospitalization, and drug prescription) premium for individual employee and spousal benefits.

For employees hired after January 1, 1999 and prior to January 1, 2016, AND with twenty (20) or more years of service with the Troy Housing Authority, the Authority shall pay eighty-five percent (85%) of the health insurance (medical, hospitalization, and drug prescription) premium for such individual employee benefits.

For employees hired after January 1, 1999 and prior to January 1, 2016, AND with twenty-five (25) or more years of service with the Troy Housing Authority, the Authority shall pay eighty-five percent (85%) of the health insurance (medical, hospitalization, and drug prescription) premium for such individual employee and spousal benefits.

For employees hired after January 1, 1999 and prior to January 1, 2016, AND with fifteen (15) years of service with the Troy Housing Authority, the Authority shall pay seventy-five percent (75%) of the health insurance (medical, hospitalization, and drug prescription) premium for individual employee.

For employees hired after January 1, 1999 and prior to January 1, 2016, AND with ten (10) years of service with the Troy Housing Authority, the Authority shall pay fifty percent (50%) of the health insurance (medical, hospitalization, and drug prescription) premium for individual employee.

Employees hired after January 1, 2016, shall contribute toward the cost of retiree health care selected (e.g., individual or two-person) at the contribution rate they paid at the time of retirement. To be eligible for retiree health insurance, an employee hired on or after January 1, 2016, must work for the Authority for twenty-five (25) years.

All eligible retirees shall be required to participate in the Medicare Advantage Plan offered by the Authority at their applicable contribution rate.

Medicare contributions by the retired employee and/or spouse will be reimbursed or used as a deduction in the employee contribution calculation for those hired before January 1, 2016.

Basic Workweek

The basic workweek for full-time employees is 35 hours. The workday will generally start at 8:30 AM and end at 4:30 PM. The Executive Secretary shall have the authority to approve individual adjustments to the general workday.

Overtime Compensation

In the performance of their regular duties, employees of the Authority may occasionally work beyond the basic workweek. Employees are NOT entitled to overtime compensation. The expectation is that employees not represented by the Civil Service Employees Association perform services of a professional or administrative nature and they will adjust their schedules to allow for the completion of their duties.

Holidays

The official holidays for the Troy Housing Authority are those set forth in the collective bargaining agreement between the Authority and the Civil Service Employees Association.

Vacation

Employees hired after October 1st 2015, shall accrue vacation time according to the schedule below. Employees hired before October 1st, 2015 shall continue to accrue vacation time at the same rate as their original hire date.

During the First Year of Service

A new full-time employee shall not receive any vacation leave during his/her first year of employment.

After the First Year and through the Fifth Year of Service

After one year of service, an employee shall earn 10 vacation days per year.

After Five Years and through Ten Years of Service

After five years of service, an employee earns 15 days of vacation per year.

After Ten Years and through Twenty Years of Service

After ten years of service, an employee earns 20 days of vacation per year.

After Fifteen Years

After fifteen of service, an employee earns 25 days of vacation each year.

Accrued Vacation Payment: In the event of death, retirement, or separation from service due to layoff, resignation, or retirement, an employee (or the employee's estate) shall be paid for up to 70 days of accrued vacation.

Credit Accumulation: On January 1st of each calendar year, an employee's accrued vacation may not exceed 70 days, although total vacation accruals may exceed this limit at other times during the year. An employee who accumulates more than 70 days of vacation credits in a calendar year must use the amount over 70 days or forfeit it on the last day of the calendar year.

Sick Leave

Sick leave is earned and accumulated at a rate of 3.5 hours per pay period. Employees may accrue sick leave up to a maximum of two hundred and thirty (230) days. An employee may use sick leave for personal illness and visits to a doctor or dentist or other recognized medical practitioner. The Authority may require satisfactory medical documentation before approving a charge against sick leave. Upon separation from service, an employee will not receive any payment for accumulated sick leave. However, an employee who retires directly from the Authority may either use their unused sick leave toward retirement service time as eligible and allowed by the New York State Retirement System or an employee who retires directly from the Authority may offset the cost of health insurance in retirement, if eligible. The value of unused sick leave will be converted to a monthly credit and applied toward any contribution the employee is required to make if an eligible employee chooses to use his/her unused sick leave toward the cost of health insurance contributions.

Bereavement Leave

An employee shall be granted up to five (5) consecutive working days bereavement leave due to the death in the immediate family during which period such employee shall sustain no loss in pay. "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 one day bereavement leave on the day of the funeral for a brother-in-law or sister-in-law.

Federal Family and Medical Leave Act (FMLA)

The Authority shall comply with the requirements of the FMLA. To the extent permitted by law, employees will be required to use all leave accruals while on leave.

Personal Leave

Employees hired prior to October 1, 2015 shall be credited with five (5) days of personal leave on January 1. Employees hired on or after October 1, 2015 shall be credited with three (3) days of personal leave on January 1. During the first year of employment, this leave will be prorated according to the start date of employment. Any personal leave not used by December 31 each year shall be converted to sick leave. Personal leave must be approved in advance by employee's supervisor.

Accrued Personal Leave Payment: In the event of death, retirement, or separation from service due to layoff, resignation, or retirement, an employee (or the employee's estate) shall be paid for up to 5 days of accrued personal leave.

Payment of Leave Upon Separation

Any employee who separates from employment with the Authority due to layoff, resignation, or retirement shall only be paid for up to 70 days of unused vacation leave and up to 5 days of unused personal leave. Such persons shall receive no other payment. Persons terminated for misconduct or incompetence will receive no payment of accrued leave upon separation from employment.

Training and Development Programs

The Troy Housing Authority has available a variety of training and professional development resources for employees. These include HUD sponsored trainings as well as programs presented by affiliate and support organizations. Employees desiring to attend any training must receive approval in accordance with Authority policy.

Tuition Reimbursement

With prior approval by the Executive Secretary and the Board, employees with at least six (6) months of continuous service may receive reimbursement for credit or non-credit course work undertaken to improve skills required to perform present job assignments, to remain current with innovations and emerging trends in their field, or to enhance administrative or management skills. Upon course completion, eligible employees will be entitled to full reimbursement for a grade of C or better.

Employee Assistance Program

The Employee Assistance Program (EAP) provided by the Troy Housing Authority is available to employees. Problems as varied as alcoholism, drug abuse, emotional stress, financial difficulties, physical disabilities, and family disintegration have all been addressed through this

program. EAP is not a long term counseling service, nor does it provide on-going treatment. Depending upon the nature of the problem, those seeking help may receive short-term intervention (up to 8 sessions) or be referred to a program, service, or agency within the community for appropriate counseling or assistance. Self-referral is encouraged; however, an employee's supervisor or a third party (e.g., family member, co-worker) may recommend or suggest a visit to EAP. In such instances, the final decision lies with the employee, since EAP is a voluntary option. Because confidentiality is essential, a supervisor may not receive information from EAP without a signed release from the employee. Referral to EAP for assistance does not constitute grounds for disciplinary action but may be recommended by a supervisor as a means to address a disciplinary issue. In such instances, the supervisor will be entitled to know that the employee has made contact with the EAP and is following a proscribed course of treatment.

Defense and Indemnification of Employees

The Authority will provide for the defense and indemnification of employees who are involved in civil lawsuits based on their employment with the Troy Housing Authority. If such civil action or proceeding arises out of an act or omission that occurred while the employee was acting within the scope of official duties, the Troy Housing Authority will provide for the defense of the employee. The Troy Housing Authority will indemnify any such employee in the amount of any judgment or settlement obtained against him/her. In order for such defense and indemnification to be provided by the Authority, any employee receiving a summons and/or complaint must deliver a copy of same to the Executive Secretary within 5 working days of receiving same. Should the employee fail to timely deliver same to the Executive Secretary, the Authority shall have no obligation to provide a defense or indemnification.

Disciplinary Procedure

Section 75 of the Civil Service Law provides certain rights and protections to employees holding certain titles. Those employees legally entitled to the rights and protections of Section 75 of the Civil Service Law will be afforded such rights and protections.

Part-time Employees

Employees regularly scheduled to work less than a 29 hour workweek are considered part-time employees. Such persons shall not be entitled to any benefits set forth in this manual.

Additional Policies

Employees are expected to be aware of and comply with all Authority policies, including, but not limited to, policies on ethics, sexual harassment, discrimination, retaliation, travel, procurement, and electronic communications.

Longevity

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

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

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

- To those employees who have completed five (5) years of service with the Authority on or before January 1, the sum of \$500. If the five years are completed during the calendar year, the prorated portion shall be paid.
- To those employees who have completed ten (10) years of service with the Authority on or before January 1, the sum of \$700. If the second 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 fifteen (15) years of service with the Authority on or before January 1, the sum of \$800. If the third 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 (20) years of service with the Authority on or before January 1, the sum of \$900. If the fourth 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-five (25) years of service with the Authority on or before January 1, the sum of \$1000. 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.

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

Salary Schedule

Salary schedule effective January 1, 2014 and October 1, 2015 for those Management/Confidential employees that are not represented by the Civil Service Employees Association:

January 1, 2014 Salary Schedule					
Grade	Hiring Rate	Grade After 1 Year	Service After 5 Years	Merit After 20 Years	Senior After 25 Years
M/C 15	\$38,936	\$49,969	\$53,364	\$55,559	\$57,760
M/C 16	\$40,611	\$51,999	\$55,559	\$57,760	\$59,750
M/C 17	\$42,339	\$54,063	\$57,760	\$59,750	\$62,094
M/C 18	\$44,034	\$56,022	\$59,750	\$62,094	\$64,738
M/C 19	\$45,899	\$58,237	\$62,094	\$64,738	\$67,522
M/C 20	\$47,919	\$60,680	\$64,738	\$67,522	\$70,442
M/C 21	\$50,061	\$63,272	\$67,522	\$70,442	\$73,496
M/C 22	\$52,308	\$65,977	\$70,442	\$73,496	\$76,730
M/C 23	\$54,652	\$68,810	\$73,496	\$76,730	\$80,111
M/C 24	\$75,694	\$83,264	\$86,107	\$90,412	\$95,671
M/C 25	\$84,010	\$88,210	\$92,700	\$97,335	\$106,150

October 1, 2015 Salary Schedule					
Grade	Hiring Rate	Grade After 1 Year	Service After 5 Years	Merit After 20 Years	Senior After 25 Years
M/C 15	\$39,715	\$50,968	\$54,431	\$56,670	\$58,915
M/C 16	\$41,423	\$53,039	\$56,670	\$58,915	\$60,945
M/C 17	\$43,186	\$55,144	\$58,915	\$60,945	\$63,336
M/C 18	\$44,915	\$57,142	\$60,945	\$63,336	\$66,034
M/C 19	\$46,817	\$59,402	\$63,336	\$66,034	\$68,872
M/C 20	\$48,877	\$61,894	\$66,034	\$68,872	\$71,851
M/C 21	\$51,062	\$64,537	\$68,872	\$71,851	\$74,966
M/C 22	\$53,354	\$67,297	\$71,851	\$74,966	\$78,265
M/C 23	\$55,745	\$70,186	\$74,966	\$78,265	\$81,711
M/C 24	\$77,208	\$84,829	\$87,829	\$92,220	\$97,550
M/C 25	\$85,690	\$89,974	\$94,554	\$99,282	\$108,310

All longevity increases and salary raises effective January 1, 2016 and thereafter shall be the same as the Civil Service Employees Association Collective Bargaining Agreement.

Troy Housing Authority M/C Titles covered by this Manual	Grade
Director of Planning and Program Development	M/C 24
Comptroller	M/C 24
Network Manager	M/C 23
Senior Asset Manager	M/C 19
Asset Manager	M/C 18
Confidential Assistant to the Executive Secretary	M/C 15

**A RESOLUTION APPROVING THE CSEA BARGAINING AGREEMENT
EFFECTIVE JANUARY 1, 2011 THROUGH DECEMBER 31, 2019 AS RATIFIED BY
THE TROY HOUSING AUTHORITY CSEA MEMBERS ON DECEMBER 17, 2015**

SUBMITTED BY: Daniel P. Crawley, Executive Secretary

INTRODUCED BY: Darren J. Scott, Chair

WHEREAS, the Troy Housing Authority management and the CSEA negotiating team met in multiple sessions for the purpose of negotiating a successor contract to the CSEA agreement that expired on December 31, 2010.

WHEREAS, a recent negotiating session with the assistance of a Public Employment Relations Board representative resulted in an agreement that was voted on and ratified by the CSEA membership on December 17, 2015; and

WHEREAS, the Board of Commissioners Personnel Committee has met to review the policy, and approves of its contents and modifications therein;

NOW, THEREFORE, BE IT RESOLVED THAT upon positive majority vote, the Troy Housing Authority has approved the Agreement by and between the Troy Housing Authority and CSEA, Local 1000 AFSCME AFL-CIO (Rensselaer County Local 842) for the time period from January 1, 2011 through December 31, 2019 as attached to this resolution.

INTRODUCED BY: Darren Scott, Chair

FIRST MOTION: Robert Linder, Commissioner

SECOND MOTION: Susan Steele, Commissioner

AYES: 7

NAYS: 0

Dated: January 7, 2016

AGREEMENT

BY AND BETWEEN

THE TROY HOUSING AUTHORITY

AND

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.
LOCAL 1000, AFSCME, AFL-CIO

FOR THE
TROY HOUSING AUTHORITY UNIT

OF THE
RENSSELAER COUNTY LOCAL #842

JANUARY 1, 2011 - DECEMBER 31, 2019

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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, Troy Housing Authority Unit, Rensselaer County Local 842 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 classifications as set forth in Schedule A hereto annexed. Employees of the Troy Housing Authority excluded from the bargaining unit include: Executive Secretary; Board of Commissioners; Temporary, Part-time and Seasonal Employees; Comptroller; Housing Counsel; Confidential Assistant to the Executive Secretary; Director of Planning and Program Development; Senior Asset Manager; Asset Manager; and Network Manager.

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

ARTICLE II / RECOGNITION AND BARGAINING UNIT (CONTINUED)

the Association. Should the parties fail to agree on the inclusion in the bargaining unit of a newly created title, any such title shall be excluded from the unit pending a final determination of the Public Employment Relations Board.

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. 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.

C. 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.

D. 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. Any such appearance by a representative of CSEA, Inc. shall be conditional on prior notice to the Executive Secretary or his/her designee and shall not interfere with employees' performance of their duties.

E. Subject to prior supervisory approval and so as not to interfere with the performance of their duties, employees who are designated or elected for the purpose of adjusting grievances or assisting in the administration of this contract may 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 the Authority.

F. The Negotiating Team Chairperson may be granted a reasonable amount of release time by the Employer for the purposes of obtaining and presenting information, facts and statistics relative to the negotiation process. The Chairperson shall request such release time at least twenty-four (24) hours in advance. The request may be granted as requested, granted in part, or denied by the Employer. Requests shall be considered and decided based upon work requirements as determined by the Employer.

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.

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, submitting an annual budget, to directing the proper performance of all Authority departments and to carrying out all other responsibilities and provisions, subject to the ultimate oversight responsibility of the Board of Commissioners.

2. The parties agree and understand that the Executive Secretary and Board of Commissioners are responsible and empowered to pass resolutions memorializing Authority action, appropriate money, determine classification, status and tenure of employees (members), establish rules, initiate promotions and disciplinary actions, ensure accuracy of payrolls, and review all appointments in the Authority service.

ARTICLE IV / MANAGEMENT RIGHTS AND RESPONSIBILITIES (CONTINUED)

D. The Authority shall provide equality of opportunity of all members of the bargaining unit in accordance with applicable law.

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.

B. 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. The Employer may remove any inflammatory or disrespectful postings from the bulletin board.

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

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

E. Subject to prior approval as determined by the Employer, up to three (3) Association officers, representatives and/or delegates may be allowed leave with pay to participate in and attend conferences and/or conventions of the Civil Service Employees Association.

F. 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 semi-annual 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

Maintenance employees shall receive one hundred and fifty (\$150.00) dollars (taxable), payable in the first pay period in December; t-shirts will continue to be provided by the employer.

Senior Public Housing Officers and Public Safety Officers shall receive a Four Hundred Dollar (\$400) clothing allowance before February 28th of each calendar year. The Employer may institute a voucher system.

Uniform allowance shall be paid in accordance with applicable IRS law, rule and regulation.

ARTICLE VII / RIGHTS OF EMPLOYEES (CONTINUED)

D. Tuition Reimbursement

To the extent funds are available, the Authority may reimburse an employee for the cost of tuition only, subject to the following conditions:

1. That the course is job related as determined by the Executive Secretary; and
2. The taking of the course will benefit both the employee and the Authority by improving the Employee's skills and abilities as determined by the Executive Secretary; and
3. The Employee has received prior approval to take the course by the Executive Secretary; and
4. The employee has received a numerical or letter grade equivalent of "C" or above in the course; and
5. Documentation satisfactory to the Authority is furnished confirming the amount of tuition.

Tuition reimbursement will be made upon the employee's completion of the course provided all of the above criteria are met.

E. Job-Related Workshops or Seminars

Subject to availability of funds and prior approval of the Executive Secretary, employees may be granted time off with pay to attend job related workshops or seminars. Requests to attend any such job related workshop or seminar must be submitted in writing to the appropriate Department Head at least two (2) weeks prior to the scheduled workshop or seminar.

F. Compensation for Personal Automobile Use

Only Employees who are authorized by the Executive Secretary to use their personal automobile for Authority purposes shall be compensated therefor at the prevailing mileage rate established by the internal revenue service.

G. Copies of Agreement

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

ARTICLE VII / RIGHTS OF EMPLOYEES (CONTINUED)

H. 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. Upon prior written request to the Executive Secretary, a CSEA representative may accompany an employee upon written notice to the Executive Secretary.
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. Any material related to an employee's work performance which is of a disciplinary nature shall remain in his/her file.

I. 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.

J. Foul Weather Clothing

The Authority shall provide rain coats, rain hats or hoods and work boots for maintenance employees when said employees are required to work outdoors under inclement weather conditions. This provision does not apply to employees whose time outside is minor and incidental to their main work location (i.e., showing apartments, making bank deposits, etc.)

Such foul weather clothing shall be the property of the Authority. Employees 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

I. 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.

II. An employee shall not be disciplined for act, except those which would constitute a crime, which occurred more than one (1) year prior to the issuance of the Notice of Discipline.

III. No penalty will be implemented until the appeal process and/or arbitration is completed, unless the Executive Secretary or his/her designee determines that there is 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.

IV. The Unit President will be notified in writing within forty-eight (48) hours of any such suspension. A Notice of Discipline shall be served no later than five (5) working days following such suspension.

A. Employee Rights

1. Prior to any disciplinary interrogation, the employee shall be advised, that he/she is the subject of an investigation and shall be given written notice of his/her right to union representation.

2. Except as permitted by the provisions of III, supra, an employee who is the subject of disciplinary action shall be served with a written Notice of Discipline. Simultaneously, a copy of the Notice shall be sent to the Unit President. The Notice shall contain a description of the alleged act(s) of misconduct including reference to dates, times and places, if applicable.

B. Appeal Procedure

1. The employee and/or the designated CSEA representative may appeal the Notice of Discipline within ten (10) working days of receipt of the Notice of Discipline to the Department/Asset Manager, whichever is applicable and request an informal hearing. The Department Head/ Asset Manager shall hold the hearing within ten (10) working days of receipt of the appeal.

ARTICLE VIII / DISCIPLINARY PROCEDURE (CONTINUED)

2. The Department Head/ Asset Manager shall make his/her decision within ten (10) working days after the informal hearing and issue his/her decision to the employee and designated CSEA representative.

3. If the employee or CSEA is not satisfied with the response, or no response is received within the required time frame, the designated CSEA representative or the employee within ten (10) working day days shall ~~to~~ submit the matter to the Executive Secretary. The submission shall include all documents relative to the disciplinary matter. The Executive Secretary or his/her designee shall hold the hearing within ten (10) working days of receipt of the appeal.

4. The Executive Secretary shall make his/her decision within fifteen (15) working days after a hearing and issue his/her decision to the employee and designated CSEA representative.

5. If the employee or CSEA is not satisfied with the decision, CSEA or the employee may elect to submit the matter to arbitration by filing a Demand for Arbitration with the New York State Public Employment Relations Board (PERB) in accordance with its rules and procedures. The Demand for Arbitration must be filed within thirty (30) working days from receipt of the decision of the Executive Secretary or his/her designee or within thirty (30) working days of when the decision of the Executive Secretary should have been received. If the employee elects to proceed without CSEA representation, the employee shall be liable for one-half (1/2) the cost of the arbitrator and all other costs related to the presentation of his/her case.

All decisions rendered in such arbitration shall be final and binding.

ARTICLE IX / GRIEVANCE PROCEDURE

A. "Grievance" shall mean any claimed violation, misinterpretation or inequitable application of the provisions of this Agreement.

B. Every employee of the bargaining unit 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 by a CSEA designated representative at all stages of the grievance procedure.

C. Step 1. A bargaining unit employee or a designated CSEA representative shall have a right to present a grievance to the Department Head/ Asset Manager, whichever is applicable, in writing within five (5) working days after either he/she learns or should have learned of the situation which created or caused the grievance. The Department Head/Asset Manager, whichever is applicable, shall discuss the grievance with the

ARTICLE IX / GRIEVANCE PROCEDURE (CONTINUED)

employee and the designated CSEA representative, and shall make such investigation as he/she deems appropriate. Within five (5) working days after presentation of the grievance, the Department Head/ Asset Manager shall make his/her decision and communicate the same in writing to the grievant and the designated CSEA representative.

D. Step 2. If the employee or designated CSEA representative is not satisfied with the decision of the Department Head/ Asset Manager, or if a decision is not received within the required time frame, the grievant(s) or the designated CSEA representative may request, within five (5) working days after receipt of the decision of the Department Head/Asset Manager, or within five (5) working days of when the Department Head/Asset Manager's decision was due, a review of the grievance by the Executive Secretary or his/her designee. Within five (5) working days of receipt of such request, the Executive Secretary shall schedule a meeting with the grievant(s) and the designated CSEA representative. The Executive Secretary or his/her designee shall make his/her decision within five (5) working days after said meeting. The Executive Secretary shall respond in writing to grievant(s) and the designated CSEA representative.

E. Step 3. CSEA and only CSEA may appeal the decision of the Executive Secretary or his/her designee within twenty (20) working days of receipt thereof or within twenty (20) working days of when the Executive Secretary's decision was due. The appeal (Demand for Arbitration) shall be submitted in writing to the NYS Public Employment Relations Board with a copy served upon the Executive Secretary.

The decision of the arbitrator shall be final and binding on all parties thereto. The fees and expenses of arbitration shall be shared equally by both parties.

F. Days, as used herein, shall be defined as Monday through Friday and excluding Saturday, Sunday and legal holidays.

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

H. Failure to file within the contractual time frames or advance a grievance within the applicable time frames will deem the grievance abandoned unless the time periods herein have been extended as per Section G above.

I. An employee and his/her designated CSEA representative may have such time off from his/her regular duties as may be necessary and reasonable for the presentation of a grievance under the procedures above without the loss of pay or of time credits provided the employee and the designated CSEA representative have received prior approval for their release from their supervisor or, if applicable, the Executive Secretary or his or her designee.

ARTICLE X / CSEA PAYROLL DEDUCTIONS

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

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.

C. Dues deductions shall be remitted to Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210, bi-weekly.

D. The Association agrees to save and hold harmless the Authority from any and all monetary liability, including reasonable attorney's fees and damages, punitive or otherwise, which the Authority may incur or which may be imposed upon it by any Federal or State court or any charge against the Authority in or before any such court or agency as a result of the implementation dues or agency fee deductions.

E. 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 actual deductions made from wages earned by employees.

ARTICLE XI / PERMANENT EMPLOYEES

A. New employees in the labor, competitive and non-competitive classes shall serve a twelve (12) month probationary period beginning with the date of employment.

B. Prior to the completion of the minimum probationary period(s) as set forth in paragraph A or extension thereof, an employee 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.

C. 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

ARTICLE XI / PERMANENT EMPLOYEES (CONTINUED)

will serve a minimum probationary period of 26 weeks, subject to the provisions of this paragraph (C).

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

E. The Housing Authority shall post all job vacancies that are anticipated to be filled at least 15 working days prior to appointment.

Locations are as follows:

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

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

ARTICLE XII / SENIORITY

A. SENIORITY – 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, seniority shall be allowed for time spent as a provisional employee. Two or more persons who were hired on the same day shall, when necessary, have their relative seniority determined by a "coin toss".

B. LAYOFF PROCEDURE

Non-Competitive or Labor Class

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 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 percentum 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 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 seniority than the employee being displaced and meets the minimum qualifications of the job.

Layoff Procedure – Competitive Class

In the event of a reduction in the work force, all employees within the competitive class who are impacted shall be governed by New York State Civil Service Law and/or Rules and Regulations of the City of Troy Civil Service Commission, whichever is applicable.

ARTICLE XII / SENIORITY (CONTINUED)

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

The Housing Authority will maintain a recall list for a period of twenty-four (24) months and 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 seniority shall be the first recalled.
2. The Authority shall notify the recalled employee by registered or certified mail and regular mail sent to the last known address. If the recalled person does not respond within ten (10) calendar days of when the notification was sent, 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 seniority shall be the first offered the job, provided the laid off employee meets the minimum qualifications of the job.

The Authority shall notify the laid off employee of the vacancy or new position by registered or certified mail and regular mail sent to the last known address. If the employee does not respond within ten (10) calendar days of when the notification was sent, either in person or in writing, the employee shall be deemed to have resigned.

4. An employee who is laid off must notify the Authority of any change of address or telephone number which may occur during the layoff.

D. 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, as determined by the Authority, and who has no legitimate reason, as determined by the Authority, for not notifying the Authority of his/her absence, may be considered as having resigned.
3. Unexcused failure to return to work when recalled from layoff.
4. Unexcused failure, as determined by the Authority, to return to work after expiration of a formal leave of absence.
5. Retirement.

ARTICLE XII / SENIORITY (CONTINUED)

6. Any period of suspension without pay.

E. 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.

ARTICLE XIV / HOURS OF WORK AND OVERTIME WORK

The Employer will institute an electronic form of time management to be utilized by all unit members.

A. Office Personnel

The regular work week shall be thirty-five (35) hours within a period of seven (7) consecutive calendar days, beginning at 12:01 on Saturday.

Regular office hours shall be 8:00 AM – 4:00 PM, Monday through Friday. An unpaid lunch period for office personnel shall be one (1) hour each workday.

Subject to a "special need" and contingent upon prior management approval, office personnel may "flex" their regular workday. The Executive Secretary or his/her designee's determination whether or not to permit flex time and, if so, under what conditions and for how long, is final and not subject to the contractual grievance procedure.

Summer hours, commencing on the first day of summer to the Friday before Labor Day, shall be 8:00 AM to 3:00 PM with a one (1) hour unpaid lunch period.

B. Maintenance Personnel

The regular work week shall be thirty-seven and one-half (37 ½) hours within a period of seven (7) consecutive calendar days beginning at 12:01 on Saturday.

Maintenance personnel shall work 7:30 AM – 4:00 PM, Monday through Friday. Lunch period for maintenance personnel shall be one (1) hour (unpaid) each workday.

Maintenance employees called back to work after conclusion of their shift shall be paid a minimum of two (2) hours pay at their applicable overtime rate.

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

Staff on-call will receive the following per week compensation:

July 1, 2015 to December 31, 2015 \$90.00
January 1, 2016 to December 31, 2016 \$95.00
January 1, 2017 to December 31, 2017 \$100.00

Acceptance of the on-call assignment on a rotational basis is mandatory. All employees who volunteer to be on-call are required to maintain a telephone and update any changes to the number with their supervisors. Anyone performing the on-call duties as described above as a replacement for an employee who is absent or ill or filling in for an employee who is on vacation or approved re-schedule of his or her on-call duties shall receive on-call pay in lieu of the person in whose place he or she is performing said duties.

Summer hours for maintenance personnel will be 7:30 AM – 3:30 PM with a one (1) hour (unpaid) lunch each workday.

The Employer may establish a second shift for maintenance personnel. If such shift is established, the number of personnel needed and hours of the shift shall be determined by the Employer. To staff the shift, the Employer will first seek volunteers. If an insufficient number of employees volunteer, the shift will be filled through the application of reverse seniority. Should the Employer establish a second shift, the provisions governing summer hours will not apply to those individuals staffing the second shift. A shift differential of \$1 will be paid to Building Maintenance Mechanics working the second shift, provided they work for the entire shift.

A shift differential of 75¢ will be paid to all other employees working the second shift, provided they work the entire shift.

C. Security Personnel

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 will work an eight (8) hour day.

Security personnel will be paid one and one-half (1 ½) times their regular hourly rate only when authorized by the Authority for time worked in excess of forty (40) hours in any one week.

Security personnel may request compensatory time off on a time and one-half basis in lieu of paid overtime if and only if said request is approved by the Executive Secretary or his designee.

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

D. Compensatory Time

Employees who are permitted to accrue compensatory time shall be allowed to utilize their accruals in a minimum of one (1) hour increments, provided the use of such accruals does not cause overtime. When requesting more than one (1) hour off duty, such time shall be granted in half hour periods subject to the provision of this paragraph.

E. Maintenance 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 Executive Secretary.

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

G. Office personnel shall receive compensatory time off or overtime (at the employee's 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.

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

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

J. 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 Executive Secretary.

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

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

L. 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.

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.

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

<u>Time Earned</u>	<u>Vacation Leave Earned</u>
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.

Employees hired after January 1, 2016, shall earn vacation in accordance with the following schedule:

<u>Time Earned</u> <u>Upon completion of:</u>	<u>Vacation Leave Earned</u>
One (1) year	Ten (10) Working Days
Five (5) years	Fifteen (15) Working Days
Ten (10) years	Twenty (20) Working Days
Twenty (20) years	Twenty-five (25) Working Days

ARTICLE XV / EMPLOYEE LEAVES (CONTINUED)

Employees hired after January 1, 2016, vacation leave is accrued on an employee's anniversary date. There shall be no pro-rata accumulation or payment for vacation leave.

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.

D. Employees hired prior to January 1, 2016 may accumulate and carry over vacation leave credits to a maximum of seventy (70) days, which may be increased upon approval by the Executive Secretary.

Employees hired on or after January 1 2016 with the approval of the Executive Secretary, may accumulate and carry over vacation leave credits to a maximum of ten (10) days.

E. 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.

F. Vacation leave shall be scheduled in weekly periods. Vacation leave may be used in ½ day units after 12 months service if request for such leave is submitted in writing a minimum of 24 hours in advance of requested leave. One-half (1/2) day will equal half the regular number of work hours in a work day as scheduled by the Employer. For example, in the case of an employee who works a thirty-five (35) hour week as determined by the Employer, a half day equals 3.5 hours; for an employee who works a 37.5 hour week, a half day equals 3.75 hours; and for an employee who works a 40 hour week, a half day equals 4 hours.

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

H. Employees hired prior to January 1, 2016 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 of written notice regarding termination of his/her employment with the Authority.
2. Any regular employee who is laid off or separated from the Authority for reasons other than disciplinary action.
3. Any regular employee who enters military service shall, upon request, be entitled to compensation for unused vacation leave time up to seventy (70) days at the time he/she leaves the Authority to enter military service.

ARTICLE XV / EMPLOYEE LEAVES (CONTINUED)

4. 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 up to seventy (70) days of unused vacation leave time paid to his/her estate representative.
5. 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.

Employees hired on or after January 1, 2016 shall be entitled to compensation for unused vacation leave, up to ten (10) days in any of the above instances.

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.

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

Employees may accrue sick leave up to a maximum of two hundred and thirty (230) days.

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 an absence during that period due to illness.

ARTICLE XV / EMPLOYEE LEAVES (CONTINUED)

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.

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. Upon approval of the Employer, after all accrued sick leave has been used, vacation leave may be used by an employee. The Employer may approve the request to use vacation time in whole or in part, or may deny the request.

F. An employee on sick leave shall notify his/her immediate supervisor or designated call-in dispatcher of such absence and the reason thereof on the first day of such absence, at least one (1) hour before the beginning of his/her 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 an unauthorized leave. Only extreme major medical circumstances as determined by the Employer may excuse the employee from the preceding requirements.

G. Sick leave credits shall not be used in units of less than one (1) hour. When requesting more than one (1) hour off duty, such additional time shall be granted in half hour increments.

H. 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. Subject to operational needs as determined by the Employer, employees may be allowed to utilize accruals in a minimum of one (1) hour increments (vacation, sick, PL, comp time).

I. 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.

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

K. 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

ARTICLE XV / EMPLOYEE LEAVES (CONTINUED)

after such separation, the employee's sick leave credits accumulated and unused at the time of separation shall be restored.

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

M. When approved by the Executive Secretary or his designee, 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) days in any one year. Proof of the need for such absences, satisfactory to the Executive Secretary or his designee 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.

N. Employees hired prior to January 1, 2016 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. Employees hired on or after January 1, 2016 shall not be entitled to this provision.

O. An employee who retires directly from the Authority may either use their unused sick leave toward retirement service time as eligible and allowed by the New York State Retirement System or an employee who retires directly from the Authority may offset the cost of health insurance in retirement, if eligible. The value of unused sick leave will be converted to a monthly credit and applied toward any contribution the employee is required to make if an eligible employee chooses to use his/her unused sick leave toward the cost of health insurance contributions.

FAMILY MEDICAL LEAVE ACT (FMLA):

The parties agree to abide by the provisions of the Family Medical Leave Act.

BEREAVEMENT LEAVE

An employee shall be granted up to five (5) calendar days from the date of death due to a 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, stepparents or grandparents, children, grandchildren, brothers, sisters, spouse, father-in-law, mother-in-law. Employees shall be granted a one (1) day bereavement leave on the day of the funeral for brother-in-law or sister-in-law. Such leave shall not be cumulative. Payment of bereavement leave is subject to verification by the Employer.

ARTICLE XV / EMPLOYEE LEAVES (CONTINUED)

PERSONAL LEAVE

Employees hired prior to January 1, 2016 shall earn five (5) personal leave days each year. Employees hired on or after January 1, 2016, shall earn three (3) 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. 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.

Employees shall be allowed to utilize personal leave in a minimum of one (1) hour increments. When requesting more than one (1) hour off duty, such time shall be granted in half hour periods, i.e., one and one-half (1.5) hours, two and one-half (2.5) hours, five and one-half (5.5) hours.

MILITARY LEAVE

Military leave shall be available in accordance with applicable law.

MATERNITY LEAVE

A. A pregnant employee may apply for leave under the FMLA. At the expiration of qualifying FMLA leave, the Executive Secretary may authorize additional leave without pay in his/her sole discretion. During any such additional leave without pay, the employee shall not accrue seniority or contractual leave credits and shall be responsible for the full cost of health insurance, including dental and vision coverage, if applicable.

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.

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 and who receives compensation therefor will receive his/her

ARTICLE XV / EMPLOYEE LEAVES (CONTINUED)

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 subject to any required contribution for a period not to exceed six (6) months from the first day of Worker's Compensation Leave.

LEAVES OF ABSENCE / WITHOUT PAY

A. Leaves without pay may be granted by the Executive Secretary for periods of up to one (1) year. During any such leave, the employee shall not accrue seniority or contractual leave credits and shall be responsible for the full cost of health insurance including dental and vision coverage, if applicable.

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

ARTICLE XV / EMPLOYEE LEAVES (CONTINUED)

New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Election Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Holiday pay shall be 7, 7.5 or 8 hours of pay, as applicable, at an employee's straight time hourly rate.

B. 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.

C. 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.

D. 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.

E. An employee on unpaid leave of absence, or workers compensation leave shall not receive holiday pay or payment for any other contractual accruals during such leave.

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

G. Employees that are required to work on holidays will be compensated as if it is a regularly scheduled work day. In cases where a maintenance employee is not scheduled to work and is called into work, he/she shall be compensated at the applicable double time rate for all hours worked.

H. Security personnel scheduled to work on a day designated a holiday(s) will be required to work the holiday(s). Security personnel will be paid for the holidays specified in (A) above in the first pay period in December of each year.

ARTICLE XV / EMPLOYEE LEAVES (CONTINUED)

TERMINAL LEAVE SALARY COMPENSATION

Employees hired before January 1, 2016 who leave the Authority as a result of layoff, resignation (with at least five (5) working days' written notice), retirement or termination will be paid for the following compensation in no more than four (4) weeks after the final day of employment with the Authority:

- a. Unused vacation 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, terminal leave compensation will go to the employee's estate representative.

Employees hired on or after, January 1, 2016 who leave the Authority as a result of layoff, resignation (with at least ten (10) days' written notice) or retirement only, will be paid the following compensation in no more than four (4) weeks after the final day of employment with the Authority:

- a. Unused vacation leave (up to ten (10) days)
- b. Unused personal leave (up to three (3) days)
- c. Unpaid/unused compensatory time

Employees hired on or after January 1, 2016 who are separated from the Authority due to disciplinary action are not eligible to be paid for accrued but unused vacation leave and personal leave.

In the event of separation from the Authority by an employee hired on or after January 1, 2016, due to death, terminal leave compensation will go to the employee's estate representative.

ARTICLE XVI / HEALTH INSURANCE

A. Employees shall be offered coverage under the Authority's health insurance plan with the following cost allocation:

For employees hired prior to January 8, 1999, the Employer shall pay one-hundred percent (100%) of the premium for medical/hospitalization benefits.

ARTICLE XVI / HEALTH INSURANCE (CONTINUED)

For employees hired after January 8, 1999 but prior to July 1, 2015, the Employer shall pay eighty-five percent (85%) of the premium for medical/hospitalization benefits.

For ALL Troy Housing Authority employees hired prior to January 1, 2016, the Employer shall pay eighty-five percent (85%) of the premium for dental and vision benefits.

For employees hired after January 1, 2016,, the Employer shall pay seventy-five percent (75%) of the premium for medical/hospitalization, dental and vision benefits. Employees hired after January 1, 2016, shall be eligible for health care benefits after the completion of ninety (90) days' service.

All employees shall be responsible for all co-pays and deductibles.

B. Should the Authority contemplate changing insurance carriers, the Authority will consult with CSEA prior to making the change. If the Authority changes the offered plan(s), such change must provide substantially equivalent or better medical, dental and/or vision benefits to the plan being changed.

C. The Authority will offer the CSEA-EBF Vision Care Platinum 12 Plan or plan with equivalent benefits subject to the contribution levels specified in (A) above.

D. Health Insurance Buy Out

1. An employee who is insured under the Authority's health insurance plan may elect to decline coverage in the Authority's health insurance plan(s) (including vision, dental and prescription). Such an employee shall receive: \$2,000 for individual coverage, \$3,000 for two-person coverage, or \$4,000 for family coverage, as applicable. Payment shall be made in a separate check on the first payday in December.

2. To be eligible for the health insurance "buy-out", the employee must document that the employee is covered under another EMPLOYER SPONSORED 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 employer sponsored alternate plan.

3. An employee may elect to resume coverage in the Authority's health insurance plan(s) in accordance with the applicable provisions of the plan(s). 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.

ARTICLE XVI / HEALTH INSURANCE (CONTINUED)

E. Flexible Spending Account

The Authority shall establish a Section 125 (Flexible Spending Account) pre-tax benefit plan open to all employees.

ARTICLE XVII / RETIREMENT

A. The Authority will offer eligible members of the bargaining unit with the Plan specified in Section 75i of the New York State Retirement and Social Security Law, as amended. Employees shall contribute toward the cost of the Plan in accordance with applicable law, rule and regulation.

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

B. Health Insurance for Retirees:

1. The Authority agrees to provide health insurance (which includes Medical, Hospitalization and Prescription Drug coverage) for any eligible employee, in accordance with the schedule below, who retires from the Authority, and who, immediately subsequent to their retirement from the Authority, draws pension from the New York State Retirement System:

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:

For employees hired prior to January 1, 1999 AND with twenty (20) or more years of service with the Troy Housing Authority, the Authority shall pay one-hundred percent (100%) of the health insurance (medical, hospitalization, and prescription drug) premium for such individual employee benefits.

For employees hired prior to January 1, 1999 AND with twenty-five (25) or more years of service with the Troy Housing Authority, the Authority shall pay one-hundred percent (100%) of the health insurance (medical, hospitalization, and drug prescription) premium for individual employee and spousal benefits.

For employees hired after January 1, 1999 and prior to January 1, 2016, and with twenty (20) or more years of service with the Troy Housing Authority, the Authority shall pay eighty-five percent (85%) of the health insurance (medical, hospitalization, and drug prescription) premium for such individual employee benefits.

ARTICLE XVII / RETIREMENT (CONTINUED)

For employees hired after January 1, 1999 and prior to January 1, 2016, and with twenty-five (25) or more years of service with the Troy Housing Authority, the Authority shall pay eighty-five percent (85%) of the health insurance (medical, hospitalization, and drug prescription) premium for individual employee and spousal benefits.

For employees hired after January 1, 1999 and prior to January 1, 2016, and with fifteen (15) or more years of service with the Troy Housing Authority, the Authority shall pay seventy-five percent (75%) of the health insurance (medical, hospitalization, and drug prescription) premium for individual employee benefits.

For employees hired after January 1, 1999 and prior to January 1, 2016, AND with ten (10) or more years of service with the Troy Housing Authority, the Authority shall pay fifty percent (50%) of the health insurance (medical, hospitalization, and drug prescription) premium for individual employee benefits.

Employees hired after January 1, 2016, shall contribute toward the cost of retiree health care selected (e.g., individual or two-person) at the contribution rate they paid at the time of retirement. To be eligible for retiree health insurance, an employee hired on or after January 1, 2016, must work for the Authority for twenty-five (25) years.

All eligible retirees shall be required to participate in the Medicare Advantage Plan offered by the Authority at their applicable contribution rate.

3. Medicare contributions by the retired employee and/or spouse will be reimbursed or used as a deduction in the employee contribution calculation for those hired before January 1, 2016.

4. 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.

ARTICLE XVIII / 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.

ARTICLE XVIII / MISCELLANEOUS PROVISIONS (CONTINUED)

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.

D. Notices 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.

E. Safety Committee

There shall be a Safety Committee composed of two members representing the Executive Secretary and two members representing the Association which shall meet as mutually agreed 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:

ARTICLE XVIII / MISCELLANEOUS PROVISIONS (CONTINUED)

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: Employees who request their physician to administer a Hepatitis B shot shall be reimbursed any out of pocket cost of same by the Authority.

F. 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.

G. 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 XVIII(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.

H. N.Y.S. DISABILITY

The Authority will continue to provide to all full-time employees in the bargaining unit, New York State Disability Coverage at the present level of benefit without any expense to current employees.

I. JOB SECURITY: During the term of this contract, there shall be no layoffs as a result of the Rental Assistance Demonstration (RAD) conversion.

J. Troy Housing Authority agrees to establish a Labor Management Committee with CSEA to meet jointly and review personnel issues and any other issues or topics related to the terms and conditions of employment. The Labor Management Committee shall meet quarterly on the 2nd Thursday of March, June, September, and December and on any other mutually agreed upon dates.

ARTICLE IX / DURATION

A. This Agreement shall become effective January 1, 2011, and the terms and provisions thereof shall remain in full force and effect until the 31st day of December 2019.

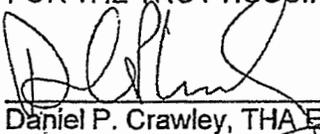
B. On or about January 1, 2019, the parties hereto shall commence negotiations for a new Agreement.

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.

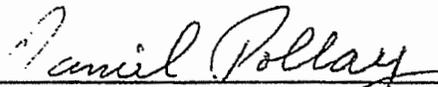
IN WITNESS WHEREOF, the parties have executed this Agreement on the 20th day of January, 2016.

FOR THE TROY HOUSING AUTHORITY

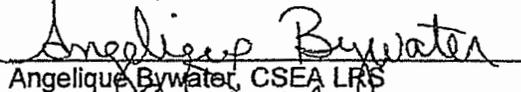
FOR THE CSEA TROY HOUSING AUTHORITY
OF THE RENSSELAER COUNTY LOCAL 842



Daniel P. Crawley, THA Executive Secretary



Daniel Pollay, CSEA THA Unit President



Angelique Bywater, CSEA LRS



Frank Welch, CSEA Member



David Morelli, CSEA Member

SCHEDULE "A"

CLASSIFICATION

PAY GRADE

Account Clerk	Grade 6
Asst Public Housing Specialist	Grade 11
Building Maintenance Supervisor	Grade 15
Building Maintenance Mechanic	Grade 11
Building Maintenance Person	Grade 6
Chief Account Clerk	Grade 18
Clerk	Grade 4
Clerk Spanish Speaking	Grade 4
Family Self Sufficiency Coordinator	Grade 15
Head Account Clerk	Grade 14
Housing Authority Code Technician	Grade 11
Housing Authority Rehabilitation Coordinator	Grade 24
Housing Security Officer	Grade 8
Housing Security Patrol Supervisor	Grade 15
Jr Administrative Assistant	Grade 16
Laborer	Grade 5
Lease Compliance Officer	Grade 6
Maintenance Helper	Grade 4
Motor Equipment Operator Heavy	Grade 11
Principal Account Clerk	Grade 11
Public Housing Specialist	Grade 13
Radio Dispatcher	Grade 4
Senior Account Clerk	Grade 8
Senior Clerk	Grade 6
Senior Housing Security Officer	Grade 22
Senior Lease Compliance Officer	Grade 8
Superintendent of Building and Grounds	Grade 21
Tenant Relations Supervisor	Grade 19

SCHEDULE A

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.
6. 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 employee's 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 employee's 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 five (5) consecutive work days shall be paid at the commensurate rate in the higher classification. Duration of acting assignment shall be determined by the Executive Secretary or his designee.
 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.

SCHEDULE A (CONTINUED)

7. Salary Upgrade

When an employee completes twenty (20) years of service, said employee shall advance to the "merit" step on the salary schedule.

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

Current employees shall be placed in their respective salary grade step, according to their years of service.

8. Salary Schedule

Active CSEA employees who are employed by the Troy Housing Authority on January 1, 2016, shall receive a one-time, one-thousand-five hundred (\$1,500) dollar bonus that will not be added to the base pay of the employee.

On the date of ratification of this agreement by the CSEA membership, each employee shall receive a two percent (2%) increase.

Effective January 1, 2016, each employee shall receive a two percent (2%) increase.

Effective January 1, 2017, each employee shall receive a two percent (2%) increase.

Effective January 1, 2018, each employee shall receive a two percent (2%) increase.

Effective January 1, 2019, each employee shall receive a two percent (2%) increase.

9. 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 \$500.00. 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 \$700.00. If the second five-

SCHEDULE A (CONTINUED)

year period is completed during the calendar year, the prorated portion of the additional increment shall be paid.

c. To those employees who have completed fifteen (15) years of service with the Authority or before January 1, the sum of \$800.00. 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 \$900.00. 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 \$1,000.00. If the fifth five-year period is completed during the calendar year, the prorated portion of the additional increment shall be paid.

f. 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 prorated 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.

10. Lag Pay

Employees shall be subject to a five (5) day lag payroll.

11. Payday

There shall be a common payday for all Authority employees.

SCHEDULE A
TROY HOUSING AUTHORITY
DECEMBER 17, 2015 SALARY SCHEDULE

GRADE	START	GRADE AFTER 1 YEAR	SERVICE AFTER 5 YEAR	MERIT AFTER 20 YEAR	SENIOR AFTER 25 YEAR
1	\$ 21,809	\$ 30,261	\$ 32,276	\$ 33,318	\$ 34,428
2	\$ 22,635	\$ 31,213	\$ 33,318	\$ 34,428	\$ 35,614
3	\$ 23,506	\$ 32,220	\$ 34,428	\$ 35,614	\$ 36,588
4	\$ 24,427	\$ 33,294	\$ 35,614	\$ 36,588	\$ 37,814
5	\$ 25,335	\$ 34,268	\$ 36,588	\$ 37,814	\$ 39,169
6	\$ 26,312	\$ 35,393	\$ 37,814	\$ 39,169	\$ 40,278
7	\$ 27,368	\$ 36,615	\$ 39,169	\$ 40,278	\$ 41,689
8	\$ 28,396	\$ 37,731	\$ 40,278	\$ 41,689	\$ 43,240
9	\$ 29,553	\$ 39,043	\$ 41,689	\$ 43,240	\$ 45,929
10	\$ 30,757	\$ 40,450	\$ 43,240	\$ 45,929	\$ 47,378
11	\$ 32,922	\$ 42,860	\$ 45,929	\$ 47,378	\$ 49,271
12	\$ 34,174	\$ 44,285	\$ 47,378	\$ 49,271	\$ 51,198
13	\$ 35,608	\$ 46,024	\$ 49,271	\$ 51,198	\$ 52,846
14	\$ 37,116	\$ 47,834	\$ 51,198	\$ 52,846	\$ 55,020
15	\$ 38,558	\$ 49,484	\$ 52,846	\$ 55,020	\$ 57,200
16	\$ 40,217	\$ 51,494	\$ 55,020	\$ 57,200	\$ 59,170
17	\$ 41,928	\$ 53,538	\$ 57,200	\$ 59,170	\$ 61,491
18	\$ 43,606	\$ 55,478	\$ 59,170	\$ 61,491	\$ 64,109
19	\$ 45,453	\$ 57,672	\$ 61,491	\$ 64,109	\$ 66,866
20	\$ 47,453	\$ 60,091	\$ 64,109	\$ 66,866	\$ 69,758
21	\$ 49,575	\$ 62,658	\$ 66,866	\$ 69,758	\$ 72,782
22	\$ 51,800	\$ 65,336	\$ 69,758	\$ 72,782	\$ 75,985
23	\$ 54,121	\$ 68,142	\$ 72,782	\$ 75,985	\$ 79,338
24	\$ 56,551	\$ 71,095	\$ 75,985	\$ 79,338	\$ 82,970
25	\$ 59,143	\$ 74,210	\$ 79,338	\$ 82,970	\$ 86,772
26	\$ 61,926	\$ 77,575	\$ 82,970	\$ 86,772	\$ 90,746

SCHEDULE A
TROY HOUSING AUTHORITY
JANUARY 1, 2016 SALARY SCHEDULE

GRADE	START	GRADE AFTER 1 YEAR	SERVICE AFTER 5 YEAR	MERIT AFTER 20 YEAR	SENIOR AFTER 25 YEAR
1	\$ 22,245	\$ 30,867	\$ 32,921	\$ 33,985	\$ 35,117
2	\$ 23,088	\$ 31,837	\$ 33,985	\$ 35,117	\$ 36,327
3	\$ 23,976	\$ 32,864	\$ 35,117	\$ 36,327	\$ 37,320
4	\$ 24,915	\$ 33,960	\$ 36,327	\$ 37,320	\$ 38,571
5	\$ 25,841	\$ 34,953	\$ 37,320	\$ 38,571	\$ 39,952
6	\$ 26,838	\$ 36,101	\$ 38,571	\$ 39,952	\$ 41,083
7	\$ 27,915	\$ 37,347	\$ 39,952	\$ 41,083	\$ 42,523
8	\$ 28,964	\$ 38,485	\$ 41,083	\$ 42,523	\$ 44,105
9	\$ 30,145	\$ 39,823	\$ 42,523	\$ 44,105	\$ 46,847
10	\$ 31,372	\$ 41,259	\$ 44,105	\$ 46,847	\$ 48,326
11	\$ 33,580	\$ 43,718	\$ 46,847	\$ 48,326	\$ 50,257
12	\$ 34,858	\$ 45,171	\$ 48,326	\$ 50,257	\$ 52,222
13	\$ 36,320	\$ 46,945	\$ 50,257	\$ 52,222	\$ 53,903
14	\$ 37,858	\$ 48,791	\$ 52,222	\$ 53,903	\$ 56,120
15	\$ 39,329	\$ 50,474	\$ 53,903	\$ 56,120	\$ 58,344
16	\$ 41,021	\$ 52,524	\$ 56,120	\$ 58,344	\$ 60,354
17	\$ 42,767	\$ 54,609	\$ 58,344	\$ 60,354	\$ 62,721
18	\$ 44,478	\$ 56,587	\$ 60,354	\$ 62,721	\$ 65,391
19	\$ 46,362	\$ 58,825	\$ 62,721	\$ 65,391	\$ 68,203
20	\$ 48,403	\$ 61,293	\$ 65,391	\$ 68,203	\$ 71,153
21	\$ 50,567	\$ 63,911	\$ 68,203	\$ 71,153	\$ 74,238
22	\$ 52,836	\$ 66,643	\$ 71,153	\$ 74,238	\$ 77,505
23	\$ 55,204	\$ 69,505	\$ 74,238	\$ 77,505	\$ 80,924
24	\$ 57,682	\$ 72,517	\$ 77,505	\$ 80,924	\$ 84,629
25	\$ 60,326	\$ 75,694	\$ 80,924	\$ 84,629	\$ 88,508
26	\$ 63,165	\$ 79,127	\$ 84,629	\$ 88,508	\$ 92,561

SCHEDULE A
TROY HOUSING AUTHORITY
JANUARY 1, 2017 SALARY SCHEDULE

GRADE	START	GRADE AFTER 1 YEAR	SERVICE AFTER 5 YEAR	MERIT AFTER 20 YEAR	SENIOR AFTER 25 YEAR
1	\$ 22,690	\$ 31,484	\$ 33,580	\$ 34,664	\$ 35,819
2	\$ 23,549	\$ 32,474	\$ 34,664	\$ 35,819	\$ 37,053
3	\$ 24,456	\$ 33,521	\$ 35,819	\$ 37,053	\$ 38,067
4	\$ 25,414	\$ 34,639	\$ 37,053	\$ 38,067	\$ 39,342
5	\$ 26,358	\$ 35,652	\$ 38,067	\$ 39,342	\$ 40,751
6	\$ 27,375	\$ 36,823	\$ 39,342	\$ 40,751	\$ 41,905
7	\$ 28,473	\$ 38,094	\$ 40,751	\$ 41,905	\$ 43,374
8	\$ 29,543	\$ 39,255	\$ 41,905	\$ 43,374	\$ 44,987
9	\$ 30,747	\$ 40,620	\$ 43,374	\$ 44,987	\$ 47,784
10	\$ 32,000	\$ 42,084	\$ 44,987	\$ 47,784	\$ 49,292
11	\$ 34,252	\$ 44,592	\$ 47,784	\$ 49,292	\$ 51,262
12	\$ 35,555	\$ 46,074	\$ 49,292	\$ 51,262	\$ 53,266
13	\$ 37,047	\$ 47,884	\$ 51,262	\$ 53,266	\$ 54,981
14	\$ 38,615	\$ 49,766	\$ 53,266	\$ 54,981	\$ 57,243
15	\$ 40,116	\$ 51,483	\$ 54,981	\$ 57,243	\$ 59,510
16	\$ 41,841	\$ 53,574	\$ 57,243	\$ 59,510	\$ 61,561
17	\$ 43,622	\$ 55,701	\$ 59,510	\$ 61,561	\$ 63,975
18	\$ 45,368	\$ 57,719	\$ 61,561	\$ 63,975	\$ 66,699
19	\$ 47,290	\$ 60,002	\$ 63,975	\$ 66,699	\$ 69,567
20	\$ 49,371	\$ 62,519	\$ 66,699	\$ 69,567	\$ 72,576
21	\$ 51,578	\$ 65,189	\$ 69,567	\$ 72,576	\$ 75,722
22	\$ 53,892	\$ 67,976	\$ 72,576	\$ 75,722	\$ 79,055
23	\$ 56,308	\$ 70,895	\$ 75,722	\$ 79,055	\$ 82,543
24	\$ 58,835	\$ 73,967	\$ 79,055	\$ 82,543	\$ 86,322
25	\$ 61,532	\$ 77,208	\$ 82,543	\$ 86,322	\$ 90,278
26	\$ 64,428	\$ 80,709	\$ 86,322	\$ 90,278	\$ 94,412

**SCHEDULE A
TROY HOUSING AUTHORITY
JANUARY 1, 2018 SALARY SCHEDULE**

GRADE	START	GRADE AFTER 1 YEAR	SERVICE AFTER 5 YEAR	MERIT AFTER 20 YEAR	SENIOR AFTER 25 YEAR
1	\$ 23,144	\$ 32,114	\$ 34,252	\$ 35,357	\$ 36,535
2	\$ 24,020	\$ 33,123	\$ 35,357	\$ 36,535	\$ 37,794
3	\$ 24,945	\$ 34,191	\$ 36,535	\$ 37,794	\$ 38,828
4	\$ 25,922	\$ 35,332	\$ 37,794	\$ 38,828	\$ 40,129
5	\$ 26,885	\$ 36,365	\$ 38,828	\$ 40,129	\$ 41,566
6	\$ 27,922	\$ 37,559	\$ 40,129	\$ 41,566	\$ 42,743
7	\$ 29,043	\$ 38,856	\$ 41,566	\$ 42,743	\$ 44,241
8	\$ 30,134	\$ 40,040	\$ 42,743	\$ 44,241	\$ 45,887
9	\$ 31,362	\$ 41,432	\$ 44,241	\$ 45,887	\$ 48,740
10	\$ 32,640	\$ 42,926	\$ 45,887	\$ 48,470	\$ 50,278
11	\$ 34,937	\$ 45,484	\$ 48,740	\$ 50,278	\$ 52,287
12	\$ 36,266	\$ 46,995	\$ 50,278	\$ 52,287	\$ 54,331
13	\$ 37,788	\$ 48,842	\$ 52,287	\$ 54,331	\$ 56,081
14	\$ 39,388	\$ 50,761	\$ 54,331	\$ 56,081	\$ 58,388
15	\$ 40,918	\$ 52,513	\$ 56,081	\$ 58,388	\$ 60,700
16	\$ 42,678	\$ 54,645	\$ 58,388	\$ 60,700	\$ 62,792
17	\$ 44,494	\$ 56,815	\$ 60,700	\$ 62,792	\$ 65,254
18	\$ 46,275	\$ 58,873	\$ 62,792	\$ 65,254	\$ 68,033
19	\$ 48,236	\$ 61,202	\$ 65,254	\$ 68,033	\$ 70,958
20	\$ 50,358	\$ 63,769	\$ 68,033	\$ 70,958	\$ 74,028
21	\$ 52,610	\$ 66,493	\$ 70,958	\$ 74,028	\$ 77,236
22	\$ 54,970	\$ 69,335	\$ 74,028	\$ 77,236	\$ 80,636
23	\$ 57,434	\$ 72,313	\$ 77,236	\$ 80,636	\$ 84,194
24	\$ 60,012	\$ 75,446	\$ 80,636	\$ 84,194	\$ 88,048
25	\$ 62,763	\$ 78,752	\$ 84,194	\$ 88,048	\$ 92,084
26	\$ 65,717	\$ 82,323	\$ 88,048	\$ 92,084	\$ 96,301

SCHEDULE A
TROY HOUSING AUTHORITY
JANUARY 1, 2019 SALARY SCHEDULE

GRADE	START	GRADE AFTER 1 YEAR	SERVICE AFTER 5 YEAR	MERIT AFTER 20 YEAR	SENIOR AFTER 25 YEAR
1	\$ 23,607	\$ 32,756	\$ 34,937	\$ 36,064	\$ 37,266
2	\$ 24,500	\$ 33,785	\$ 36,064	\$ 37,266	\$ 38,550
3	\$ 25,444	\$ 34,875	\$ 37,266	\$ 38,550	\$ 39,605
4	\$ 26,440	\$ 36,039	\$ 38,550	\$ 39,605	\$ 40,932
5	\$ 27,423	\$ 37,092	\$ 39,605	\$ 40,932	\$ 42,397
6	\$ 28,480	\$ 38,310	\$ 40,932	\$ 42,397	\$ 43,598
7	\$ 29,624	\$ 39,633	\$ 42,397	\$ 43,598	\$ 45,126
8	\$ 30,737	\$ 40,841	\$ 43,598	\$ 45,126	\$ 46,804
9	\$ 31,989	\$ 42,261	\$ 45,126	\$ 46,804	\$ 49,715
10	\$ 33,293	\$ 43,785	\$ 46,804	\$ 49,715	\$ 51,284
11	\$ 35,636	\$ 46,394	\$ 49,715	\$ 51,284	\$ 53,333
12	\$ 36,991	\$ 47,935	\$ 51,284	\$ 53,333	\$ 55,418
13	\$ 38,544	\$ 49,819	\$ 53,333	\$ 55,418	\$ 57,203
14	\$ 40,176	\$ 51,776	\$ 55,418	\$ 57,203	\$ 59,556
15	\$ 41,736	\$ 53,563	\$ 57,203	\$ 59,556	\$ 61,914
16	\$ 43,532	\$ 55,738	\$ 59,556	\$ 61,914	\$ 64,048
17	\$ 45,384	\$ 57,951	\$ 61,914	\$ 64,048	\$ 66,559
18	\$ 47,200	\$ 60,050	\$ 64,048	\$ 66,559	\$ 69,394
19	\$ 49,201	\$ 62,426	\$ 66,559	\$ 69,394	\$ 72,377
20	\$ 51,365	\$ 65,044	\$ 69,394	\$ 72,377	\$ 75,509
21	\$ 53,662	\$ 67,823	\$ 72,377	\$ 75,509	\$ 78,781
22	\$ 56,069	\$ 70,722	\$ 75,509	\$ 78,781	\$ 82,249
23	\$ 58,583	\$ 73,759	\$ 78,781	\$ 82,249	\$ 85,878
24	\$ 61,212	\$ 76,955	\$ 82,249	\$ 85,878	\$ 89,809
25	\$ 64,018	\$ 80,327	\$ 85,878	\$ 89,809	\$ 93,926
26	\$ 67,031	\$ 83,970	\$ 89,809	\$ 93,926	\$ 98,227