

**TROY CITY COUNCIL
FINANCE COMMITTEE AGENDA
February 6, 2020
6:00 P.M.**

Pledge of Allegiance
Roll Call
Public Forum

One Monument Square Update – Commissioner of Planning and Economic Development

LOCAL LAWS

ORDINANCES

9. Ordinance Amending The City’s Non-Represented Employees’ Policy (Council President Mantello) (At The Request Of The Administration)

10. Ordinance Amending The Special Grants Fund Budget (Council President Mantello) (At The Request Of The Administration)

11. Ordinance Authorizing And Ratifying The Employment Memorandum Of Agreement By And Between The City Of Troy And The United Public Service Employees Union (Council President Mantello) (At The Request Of The Administration)

RESOLUTIONS

23. Resolution Authorizing The Mayor To Enter Into A Contract With Professional Service Industries, Inc. For The Purpose Of Asbestos Inspection Services (Council President Mantello) (At The Request Of The Administration)

**ORDINANCE AMENDING THE CITY'S
NON-REPRESENTED EMPLOYEES' POLICY**

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

- Section 1.** The City of Troy has previously enacted legislation to create and/or amend a policy setting forth the wages, benefits, working conditions and other terms of employment for all City employees whom are not represented by a bargaining unit.
- Section 2.** This policy calls for periodic review and update(s) as necessary.
- Section 3.** The City of Troy hereby amends the City's Non-Represented Employees' Policy as attached hereto, made a part hereof and incorporates the entire Non-Representative Policy into this Ordinance.
- Section 4.** This ordinance shall take effect immediately and the Mayor, Chief Executive Officer of the City of Troy, shall be authorized to immediately implement said policy, as amended.

Approved as to form, February 6, 2020

James A. Caruso, Esq., Corporation Counsel

MEMO IN SUPPORT

This ordinance amends the policy for the City that covers all employees who are not covered under a collective bargaining agreement. This policy has not been amended for several years.

The amendments made herein include but are not limited to:

1. Addition of new positions created since the last amendment
2. Wage increases for full-time staff for fiscal years 2020 – 2023
3. Wage increases, reflective of minimum wage increases, for part-time staff for fiscal years 2020 – 2023
4. Language clarification on various sections within the document

The language changed within this policy is reflective of the numerous agreements that the City has made with the various bargaining units within the City over the last several years.

CITY OF TROY

Non-Represented Employees Personnel Employment Policy

(~~Eff. 7-11-13~~)

**Wm. Patrick Madden
Mayor**

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Non-Represented Employees
Personnel Employment Policy

The following "non-represented" employees shall be covered by ~~the policies in this employment manual~~this policy. A non-represented employee is any employee of the City of Troy not covered by any bargaining unit within the City of Troy.

1. Administrative

Budget Officer
 City Clerk
~~Commissioner of General Services~~
 Commissioner of Public Safety
 Commissioner of Public Works
 Commissioner of Public Utilities
 Comptroller
 Confidential Assistant to the Mayor
 Corporation Counsel
 Deputy Commissioner of Public Works
 Deputy Commissioner of Public Utilities
 Deputy Corporation Counsel Full-time
 Deputy Corporation Counsel(s) Part-time
 Deputy Director of Office of Management and Budget
 Deputy Director of Public Information
 Deputy Mayor
 Director of Information Services
 First Deputy Corporation Counsel
 Mayor
 Personnel Director/~~Officer~~
 Policy Analyst
 Superintendent of Water and Sewer
 Treasurer

2. Clerical Staff

Assistant to the Comptroller
 Confidential Secretary to the Mayor
 Confidential Secretary to the Commissioner of Public Safety
~~Confidential Secretary to the Police Chief~~
 Private Secretary to the Corporation Counsel
 Private Secretary to the Deputy Mayor

3. Part-time/Seasonal Administrative

Boards and Commissions
 Legislative Assistant
 Executive Secretary Human Rights Commission
 Executive Secretary to the Civil Service Commission
 Secretary to the City Council President

4. Temporary and Part-time Personnel

A. "101" - Accounts (full-time only)
 Titles, which are encumbered by a leave of absence, but are filled on a full-time basis by someone in a 101 - payroll account.

- B. "102" - Accounts (full and part-time)
All temporary, seasonal, and part-time employees not listed elsewhere in this plan, and all full-time temporary employees who are either: 1) designated as a temporary or seasonal employee; or 2) paid from a 102 - payroll account; or 3) paid from a temporary payroll account.

5. City Council

- City Council Members
- President of the City Council
- President Pro Tempore of the City Council

SECTION 1 - SALARIES

GROUP A - Per the Budget Process, salaries are recommended by the Mayor and approved by the City Council. In no event shall an incumbent employee in Group "A" be paid less than that which he/she was paid in the prior year's budget. However, a newly hired employee in Group "A" may be paid a salary as recommended by the Mayor not to exceed that approved by the City Council. Group A employees shall receive an increase in wages in accordance with "Appendix A".

POSITION

Assistant to the Comptroller

Budget Officer

City Clerk

Commissioner of General Services

Commissioner of Public Safety

Commissioner of Public Utilities

Commissioner of Public Works

Comptroller

Confidential Assistant to the Mayor

Confidential Secretary to the Commissioner of Public Safety

Confidential Secretary to the Mayor

Confidential Secretary to the Police Chief

Corporation Counsel

~~Deputy M~~Deputy Commissioner of Public Utilities

Deputy Commissioner of Public Works

Deputy Corporation Counsel Full-time

Deputy Corporation Counsel(s) Part-time

~~_____~~Deputy Director of Office of Management and Budget

Deputy Director of Public Information

Deputy Mayor

Director of Information Services

First Deputy Corporation Counsel

Personnel Director/Officer

Policy Analyst

~~_____~~Private Secretary to Corporation Counsel

Private Secretary to Deputy Mayor

Superintendent of Water and Sewer

Treasurer

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~~GROUP B - Per the Budget Process recommended by the Mayor and approved by the City Council. In no event shall an incumbent employee in Group "B" be paid less than that which he/she was paid in the prior year's budget. However, a newly hired employee in Group "B" may be paid a salary as recommended by the Mayor not to exceed that approved by the City Council.~~

~~POSITION - City Clerk~~

~~Confidential Assistant to the Mayor Confidential Secretary to Mayor~~

~~Deputy Director of Public Information Personnel Director~~

~~Private Secretary to Corporation Counsel~~

~~Private Secretary to Deputy Mayor~~

~~GROUP C-B - The salaries of the City Council and the Mayor shall be determined pursuant to the Troy City Charter.~~

POSITION

Mayor

President City Council

President Pro-Tem City Council

City Council Member

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SECTION 2 – VACATION LEAVE

A. Vacation leave is authorized absence from duty with pay and shall be earned in accordance with the following schedules.

The following groups are not eligible for vacation leave accruals:

- 3) Part-time/Seasonal Administrative
- 4B) Part-time Personnel ('102' Accounts)
- 5) City Council Members

The following groups are eligible for vacation leave accruals:

- 1) Administrative Employees, other than the Mayor

| <u>Months of Service</u> | <u>Total per Anniversary Date Earned</u> |
|--------------------------|--|
| 0 - 59 MONTHS | 15 VACATION DAYS PER YEAR |
| 60 - 108 MONTHS | 20 VACATION DAYS PER YEAR |
| 109 - 228 MONTHS | 25 VACATION DAYS PER YEAR |
| 229 AND OVER | 30 VACATION DAYS PER YEAR |

- 2) Clerical
- 4A) Full-time Temporary Employees

| <u>Months of Service</u> | <u>Total per Anniversary Date Earned</u> |
|--------------------------|--|
| 0 - 59 MONTHS | 10 VACATION DAYS PER YEAR |
| 60 - 108 MONTHS | 20 VACATION DAYS PER YEAR |
| 109 - 228 MONTHS | 25 VACATION DAYS PER YEAR |
| 229 AND OVER | 30 VACATION DAYS PER YEAR |

- B. Employees must work six (6) months to be eligible for vacation accruals.
- C. Employees will receive their vacation allotment on January 1st of each year. During the first calendar year of employment, vacation accruals will be prorated on a per month basis for employees that are not employed as of January 1.
- D. Employees shall receive credit for a month worked for every month in which they work or receive regular compensation for fifteen (15) work days. Time lost by an employee by reason of absence without pay shall not be considered in computing earned credits for vacation leave.
- E. Employees may accumulate vacation leave credits to a maximum of seventy (70) days. Any employee whose previously approved vacation leave has been canceled in writing by the City shall be allowed to exceed this cap for a period of twelve (12) months by the amount of vacation which was canceled.
- F. Vacation leave schedules for Department Heads shall be approved by the Mayor. All other employees must receive approval from the appropriate Department Head.
- G. Vacation leave may not be allowed in advance of earned time, unless approved by the Mayor or his/her designee.
- H. Employees shall be entitled to compensation for unused vacation leave to a maximum of thirty (30) days and only in the following instances:
1. Any regular employee who gives at least five (5) working days written notice regarding termination-resignation or retirement of his/her employment with the City for reasons other than disciplinary action shall be entitled to compensation for any unused portion of vacation leave time up to thirty (30) days, as of the date of separation.
 2. Any regular employee who is placed on indefinite layoff or separated from the City for reasons other than disciplinary action shall be compensated for accrued and unused vacation leave time up to thirty (30) days.
 3. Any regular employee who enters military service, other than a temporary deployment, shall be entitled to compensation for unused vacation leave time up to thirty (30) days at the time he/she leaves-separates from the City to enter military service.
 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 such unused vacation leave time paid to his/her next-of-kin or estate or designated beneficiary.
 5. When computing compensation for unused vacation leave, 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.
- I. Any employee who, for a period of six (6) consecutive months does not take any sick leave shall have one (1) day of vacation leave credit added for each such period earned. This provision shall not apply to any individual hired by the City after July 1, 2013.
- J. Employees may redeem up to ten (10) days per year of accrued, unused vacation leave, payable in any pay period designated by the employee and agreed upon by the City. In calendar year 2020 only, employees may redeem up to twenty (20) days of accrued, unused vacation leave, payable in any pay period designated by the employee and agreed upon by

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the City. This is a one-time benefit to permit employees to cash out an additional 2 weeks' vacation leave only in calendar year 2020, as approved by the Mayor.

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SECTION 3 – PERSONAL LEAVE

A. Personal Leave is absence with pay to be used as necessary by the employee and may be taken without giving a reason thereof. Employees wishing to use personal leave shall notify the Mayor or his/her designee as far in advance as practicable.

The following groups are not eligible for Personal Leave accruals:

- 3) Part-time/Seasonal Administrative
- 4B) Part-time Personnel ('102' accounts)
- 5) City Council Members

The following groups are eligible for Personal Leave accruals:

- 1) Administrative Employees, other than the Mayor
- 2) Clerical Employees
- 4A) Full-time Temporary Employees

B. Employees shall earn four (4) personal leave days each year. Except as provided in Section C, such leave shall be credited January 1st. The use of Personal leave days is not subject to a wait period.

C. During their first calendar year of employment, employees shall earn personal leave on- the following basis:

- Those hired between 01/01 – 03/31 shall earn 4 personal days
- Those hired between 04/01 – 06/30 shall earn 3 personal days
- Those hired between 07/01 – 09/30 shall earn 2 personal days
- Those hired between 10/01 – 12/~~04~~31 shall earn 1 personal day

~~D.~~ ~~D.~~ Any personal leave not used by December 31 each year shall be converted to sick leave.

E. Any personal leave not used upon the effective date of an employee's retirement from the City of Troy, as defined in Section 9 of this Policycontract, shall be converted to sick leave.

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F. An employee who separates from City service, for reasons other than retirement, as defined in Section 9 of this-contract Policy, shall not be compensated for unused personal leave.

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EG. Any employee required to pay a health insurance premium shall receive an additional personal day effective 1/1/2008. Employees shall continue receiving the additional personal day effective on the 1st of each year as long as they continue to contribute to their health insurance premium.

SECTION 4 – SICK LEAVE

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 Worker's 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.

The following groups are not eligible for Sick Leave accruals:

- 3) Part-time/Seasonal Administrative Employees
- 4B) Part-time Personnel ('102' accounts)
- 5) City Council Members

The following groups are eligible for Sick Leave accruals:

- 1) Administrative Employees, other than the Mayor
- 2) Clerical Employees
- 4A) Full-time Temporary Employees

- B. Employees employed as of and after July 1, 1986 shall earn sick leave credits at the rate of one-half (1/2) day per month for the first twenty-four (24) months of employment.

After the completion of the first twenty-four (24) months of employment, Eemployees shall earn sick leave credits at the rate of one (1) day, not to exceed the number of hours in their regular workday, per month. Paid leave days covered in this [Agreement Policy](#) shall be considered as days worked for accumulation of sick leave credits. Employees shall receive credit for a month worked for every month in which they work or receive regular compensation for fifteen (15) work days. Sick leave shall be computed from the first full working day of the employee.

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However, no employee shall be entitled to sick leave credit until he/she shall have completed thirty (30) calendar days of employment, at which time he/she shall be credited with the number of hours he/she will have earned during that period of service. An employee who has not served thirty (30) calendar days of service shall not be paid for his/her absence due to illness.

~~Employees employed as of and after July 1, 1986 shall earn sick leave credits at the rate of one-half (1/2) day per month for the first twenty-four (24) months of employment.~~

- C. Time lost by an employee by reason of absence without pay shall not be considered in computing earned credits for sick leave.
- D. The amount of sick leave used by an employee shall be equal to the number of regularly scheduled hours he/she would otherwise have worked during his/her absence on such leave.
- E. An employee absent on sick leave shall notify the Mayor or his/her supervisor of such absence, at least one hour prior to his/her scheduled starting time. Extreme major medical circumstances will allow the employee to be excused from this requirement.
- F. 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 sick leave record, the City may request a doctor's certificate after each such 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 City determines that there is not satisfactory evidence or 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.
- G. 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 City, except that sick leave may be used for time spent in an in-patient narcotics or alcohol

treatment or rehabilitation program. ~~Advanced sick leave credits shall not be granted in these instances.~~

- H. When an employee is separated from service with the City for other than disciplinary reasons and is subsequently reinstated or re-employed within one (1) year after such separation, the employee's sick leave credits accumulated and unused at the time of separation shall be restored. In the event an employee is laid off from service with the City, and is subsequently reinstated or re-employed within two (2) years of the lay off, that employee shall be reinstated or re-employed at the same level of benefits enjoyed at the time of the layoff.
- I. The current provisions of Section 41 (J) of the New York State Retirement and Social Security Law shall apply.
- J. When approved by the employee's Department Head or Mayor, if applicable, 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. Proof of the need for such absences may be required. Advance notice of not less than twenty-four (24) hours shall be provided when possible. For the purpose of this section "immediate family" shall be defined as follows: mother, father, sister, brother, wife or husband, son or daughter, or a member of the immediate household.

~~K. An employee shall be granted five (5) consecutive workdays' bereavement leave due to death in the immediate family during which period such employee shall sustain no loss of pay. For the purposes hereof "immediate family" shall include natural, foster, step-parents or grandparents, children, grandchildren, brothers, sisters, spouse, domestic partner, father-in-law, mother-in-law, or any relative residing in such employee's household. Such leave shall not be cumulative. Subject to verification, if requested, employees shall be granted three (3) scheduled days bereavement leave for brother-in-law, sister-in-law, son and daughter-in-law. Use of and payment of bereavement leave may be subject to verification.~~

SECTION 5 - HOLIDAYS

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

4B) Part-time Personnel ('102' Accounts) are not eligible for Holiday pay

The following groups will receive their regular paycheck without regard to the holiday schedule:

- 1) Administrative Employees, Mayor only**
- 3) Part-time/Seasonal Administrative Employees**
- 5) City Council Members**

The remaining groups are eligible for Holiday Pay:

- 1) Administrative Employees, other than the Mayor**
- 2) Clerical Employees**
- 4A) Full-time Temporary Employees**

- B. The following shall be general paid holidays for City employees:
 - a. New Year's Day
 - b. Martin Luther King Holiday (Third Monday in January)
 - c. Presidents Day (Third Monday in February)

- d. Memorial Day (Fourth Monday in May)
 - e. Independence Day
 - f. Labor Day
 - g. Columbus Day (Second Monday in October)
 - h. Veteran's Day
 - i. General Election Day (First Tuesday in November)
 - j. Thanksgiving Day
 - k. Day after Thanksgiving
 - l. Christmas Day
- C. When a holiday falls on Saturday, the preceding Friday shall be observed as the holiday; when a holiday falls on a Sunday, the following Monday shall be observed as the holiday.
- D. If any employee is assigned to a department or bureau that is operating six (6) or seven (7) days per week and the holiday falls on the employee's day off, or if the holiday falls during an employee's vacation, he/she shall be given a lieu day for that day. Such day may be his/her next regularly scheduled workday.
- E. To qualify for holiday pay, 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.
- F. An employee on an unpaid leave-of-absence or layoff shall not receive holiday pay during such leave.

SECTION 6 – OVERTIME AND COMPENSATORY TIME

~~_____~~ **Overtime and** Compensatory time will be earned in accordance with the regulations of the Fair Labor Standards Act (FLSA) and with the authorization of the Department Head.

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The following groups are **not** eligible for **Overtime or** Compensatory time:

- 1) **Administrative Employees, other than the Confidential Assistant to the Mayor**
- 3) **Part-time Administrative Employees**
- 4B) **Part-time Personnel ('102' accounts)**

The following groups are eligible for **Overtime or** Compensatory time:

- 1) **Administrative Employees, Confidential Assistant to the Mayor only**
- 2) **Clerical Employees**
- 4A) **Full-time Temporary Employees**

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- A. Authorized employees shall be compensated at one and one-half (1 ½) times the employees' regular rate of pay when said employees actually work in excess of forty (40) hours per work week. For purposes of this Section, personal, vacation, sick, holiday and any other form of leave with or without pay shall not be counted as hours of work. Such overtime work and pay must be approved by the employee's supervisor in writing.
- B. In lieu of overtime pay, an employee may elect to request ~~receive~~ compensatory time off at a rate of one and one-half (1 ½) for each hour actually worked in excess of forty (40) hours per week as defined in this Section. Such compensatory time off must be approved by the employee's supervisor in writing.
- C. Compensatory time off may accumulate to a maximum of forty (40) hours per calendar year. Any excess hours sought for compensatory time off shall be paid as overtime pay. There shall be no carry-over of compensatory time off to a new calendar year. Any compensatory time earned but not taken by December 31 each year shall be paid to the employee the first pay

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period in February in the new calendar year. Notwithstanding the foregoing, the City may at any time cash out and pay employees the value of compensatory time held by the City for each employee. Payment shall be at the rate of pay in effect at the time of payment,

D. Compensatory time off may be taken in the minimum amount of one (1) hour. All requests for compensatory time off shall be approved by the employee's supervisor in writing. Requests for compensatory time off shall be submitted at least seventy two (72) hours in advance of the date and time requested off. Absent written approval, late submissions shall be denied.

SECTION 7 – OTHER LEAVE

A. BEREAVEMENT LEAVE

An employee shall be granted five (5) consecutive workdays' bereavement leave due to death in the immediate family during which period such employee shall sustain no loss of pay. For the purposes hereof "immediate family" shall include natural, foster, step-parents or grandparents, children, grandchildren, brothers, sisters, spouse, domestic partner, father-in-law, mother-in-law, or any relative residing in such employee's household. Such leave shall not be cumulative. Subject to verification, if requested, employees shall be granted three (3) scheduled days bereavement leave for brother-in-law, sister-in-law, son and daughter-in-law. Use of and payment of bereavement leave may be subject to verification.

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B. JURY DUTY

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. Documentation confirming jury service may be required by the City.

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C. WORKERS' COMPENSATION LEAVE

SECTION 7 – JURY DUTY

~~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. Documentation confirming jury service may be required by the City.~~

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

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

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c. C. Employees on Workers' Compensation Leave shall keep all benefits except those excluded by Compensation Law for a period of sixty (60) calendar days following the date of the employee's accident. Except as provided above, employees on Workers' Compensation Leave shall not accrue sick or vacation leave.

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~~D. Employees on Workers' Compensation Leave shall have their family hospitalization coverage continued by the City for a period not to exceed six (6) months from the first day of Workers' Compensation Leave.~~
d. When an employee is out for an extended Workers' Compensation injury for up to a six month period, starting from the date the employee goes out of work due to said injury, the City agrees to pay the employee's health insurance premium no matter the health plan selected by the employee for a period not to exceed six months. The injury must be established by the Workers' Compensation Board. The employee is responsible for paying the City back if the Workers' Compensation Board does not establish the injury.

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D. MILITARY LEAVE

The City will abide by applicable state and federal law.

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SECTION 9 – MILITARY LEAVE

~~A. The City will abide by applicable state and federal law.~~

SECTION 108 – HEALTH INSURANCE

A. The Employer shall offer the health insurance plan, including prescription drugs, vision coverage and dental coverage available to other city employees.

The following groups are not eligible for health insurance:

- 3) Part-time Administrative Employees**
- 4B) Part-time Personnel ('102') accounts**
- 5) City Council Members**

The following groups are eligible for health insurance:

- 1) Administrative Employees**
- 2) Clerical Employees**
- 4A) Full-Time Temporary Employees**

B. For employees hired on or after January 1, 1996 the City shall pay eighty five (85%) towards the cost of the employees' applicable monthly premium equivalent (individual, family, or if offered by the City, two person).

C. For new employees hired on or after July 1, 2013, the City shall pay eighty percent (80%) toward the cost of the employees applicable monthly premium equivalent (individual, family, or if offered by the City, two person coverage).

D. In the event the City elects to change insurance carriers and/or plan(s), the new plan(s) will must have substantially comparable benefits to the extent possible. Plan participants are responsible for all applicable co-pays and deductibles.

E. Newly hired employees may enroll in the Employer's health plan as soon as practicable under the carrier's applicable enrollment requirements and procedures. Premiums are collected one month in advance of coverage.

F. Prescription drugs offered as part of the Employer's health plan will be available for employee co-payments of no less than five-ten dollars (\$510) for generic drugs, no less than fifteen-twenty-five dollars (\$1525) for preferred brand name drugs, and no less than thirtyforty-five dollars (\$3545) for

non-preferred name brand drugs. Express Scripts or comparable mail order drugs will be offered at a ninety (90) day supply for the co-pay price of a sixty (60) day supply. CanaRx or a comparable program will be available for a zero dollar (\$0) co-pay for a ninety (90) day supply. Should the Can Rx option become unavailable or no longer be offered by the City, employees shall utilize either the point-of-service or mail order services referenced herein.

Emergency Care

Emergency room visit co-pay shall be \$100

Doctor's Office Visits

Office visits: pediatrics; internal medicine; family practice; specialist visits co-pay shall be \$25

Out-patient Surgery

F. Out-patient surgery co-pay shall be \$100

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G. For employees hired on or before June 30, 2013, Upon retirement from the City, which is further defined in Section 9 of this Policy, the Employer agrees to pay the cost of the health insurance premiums as follows (including health, prescription drugs, and vision coverage):

1. For employees with twenty five (25) years of service with the City of Troy, the City shall contribute 100% of the cost of the individual premium or the family premium, or two (2) person coverage if offered.
2. For employees with eighteen (18) years of service with the City of Troy, the City shall contribute 100% of the cost of the individual premium or 85 % of the cost of a family premium, or 85 % for two (2) person coverage if offered.
3. For employees with fifteen (15) years of service with the City of Troy, the City shall contribute 85% of the cost of the individual premium or 60 % of the cost of a family premium, or 60 % for two (2) person coverage if offered.
4. For employees with ten (10) years of service with the City of Troy, the City shall contribute 50% of the cost of the individual premium or family premium, or 50 % of two (2) person coverage if offered.
5. For employees with less than ten (10) years of service with the City of Troy, such employees are ineligible for health insurance coverage of any kind during retirement.

H. For new-employees hired on or after July 1, 2013, upon retirement from the City, which is further defined in Section 9 of this Policy, the Employer agrees to pay the cost of the health insurance premiums as follows (including health, prescription drugs, and vision coverage. The plans to be offered to retirees shall be those offered to active City employees, as those plans may change from time to time):

1. For employees with twenty five (25) years of service with the City of Troy, the City shall contribute 80% of the cost of the individual premium or 65% of the cost of the family premium.

2. For employees with twenty (20) years of service with the City of Troy, the City shall contribute 70% of the cost of the individual premium or 55% of the cost of a family premium.

3. For employees with fifteen (15) years of service with the City of Troy, the City shall contribute 60% of the cost of the individual premium or 45% of the cost of a family premium.

| <u>Years of Service</u> | <u>Individual/Family/or Two (2) Person (if offered)</u> |
|-------------------------|---|
| 15 | 60/45% |
| 20 | 70/55% |
| 25 | 80/65% |

Employees hired on or after July 1, 2013, with less than fifteen (15) years service with the City shall not be eligible for retiree health insurance.

I. Upon retirement, the Employer agrees to pay fifty percent (50%) of the cost of dental coverage for eligible retirees.

J. All retirees shall enroll in Medicare when eligible and shall be responsible for any and all costs associated with enrollment and/or participation in Medicare in order to receive benefits from the City during retirement. For example, enrollment in Medicare Part B is required. Retirees and their qualified dependents/spouse who become Medicare eligible shall also enroll in the Medicare Advantage Plan or such other plan as designated by the City for such individuals. Enrollment in Medicare Part B is required.

JK. Upon the death of the retiree, the spouse may continue the same coverage (health, prescription, dental and vision) at the same rate, if any, that the retiree was contributing.

KL. The City shall provide and maintain the family dental plan currently offered by the City, which the City shall contribute one hundred (100%) percent of the annual premiums for coverage of members and their dependents or its substantial equivalent. Employees shall receive dental coverage after thirty (30) days employment with the City.

~~L. There shall be a \$2000 annual cap per person on all dental work.~~

M. M. Any non-represented employee may opt not to enroll in the health insurance program.

N. The City shall offer a Flexible Benefits (Cafeteria) Plan for eligible employees. Participants may elect to have pre-tax dollars deducted from their bi-weekly salary to cover:

Dependent Care Program:

Dependent care expenses paid to a dependent care center or provider for care of a dependent child under age 13 or

For a dependent who is physically or mentally incapable of caring for themselves.

Un-reimbursed Medical Expenses:

Employees who enroll in the City's health insurance program may have their contributions deducted pre-tax from their bi-weekly salary.

SECTION 449 -- RETIREMENT

A. "Retirement from the City" shall mean and require that a covered individual ceases separation from service with the City of Troy and immediately begins to receive officially receiving pension benefits from the NYS Retirement System from which he/she is eligible to receive pension benefits.

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- | B. The City shall be a participant in the New York State Employee's Retirement System and shall subscribe to the following plan: Non-contributory "25-Year Career" Plan (Section 75-g of the Retirement and Social Security Law).
- | BC. The following "fringe" retirement benefits shall further be subscribed to:
1. The right to purchase service credit for WWII military service.
 2. Re-opening of the privilege of having service credited for a past period of military leave without pay.
 3. The right to purchase credit for service while a member of any other New York State or subdivision of the State's retirement systems.
- | CD. Employees who are within eighteen (18) months of their retirement date (20 years of City employment) shall be entitled to one (1) day leave with pay to be used within that eighteen (18) month period for the purpose of seeking retirement career and/or related financial counseling and/or planning. The City shall facilitate the same by making available, at the employee's option, free consultation with appropriate City personnel to assist in such counseling and/or planning and to provide such information as the City may have with respect to an employee's rights and benefits upon retirement from the City. Requests for this leave shall be made to the Mayor or Department Head at least twenty-four (24) hours in advance.

An employee who chooses to remain with the City for three and one-half (3 ½) years after their retirement date (20 years) is thereafter entitled to another one (1) day leave with pay to be used for the purposes set forth above.

| **SECTION 1210 - LONGEVITY**

- A. The City agrees to pay a longevity allowance in addition to salaries, only to employees in the following groups:
- 1) **Administrative Employees, other than the Mayor**
 - 2) **Clerical Employees**
1. This longevity payment shall be made on the first regular payday of ~~December~~November.
 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 City of Troy on or before January 1, the sum of ~~\$550.00~~800.00. If the five (5) 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 City of Troy on or before January 1, the sum of ~~\$750.00~~1,000.00. If the second five (5) 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 City of Troy on or before January 1, the sum of ~~\$950.00~~1,200.00. If the third five

(5) years are completed during the calendar year, the prorated portion shall be paid;

- d. To those employees who have completed nineteen (19) years of service with the City of Troy on or before January 1, the sum of \$~~1,150.00~~1,400.00. If the nineteenth year of service 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-four~~ (2524) years of service with the City of Troy on or before January 1, the sum of \$~~1,300.00~~1,600.00. If the twenty ~~fifth-fourth~~ year of service is completed during the calendar year, the prorated portion shall be paid;
 - f. To those employees who have completed twenty-nine (29) years of service with the City of Troy on or before January 1, the sum of \$~~1,700.00~~2,000.00.
3. Service with the City of Troy need not be continuous service; however, only actual working time (not leaves of absence, etc.) shall be counted. Employees shall receive credit for a month worked for every month in which they work or receive regular compensation for fifteen (15) work days.

SECTION 4311 – HOURS OF WORK

The regular week for ~~full-time employees~~the following groups shall be seventy (70) hours in a two week pay period:

- 1) Administrative Employees
- 2) Clerical Employees

SECTION 4412 – TUITION REIMBURSEMENT

With prior approval from the Mayor, and depending on available budget allocations, full-time employees may be reimbursed up to \$1,500 per year towards the cost of tuition for courses directly related to job enhancement. Payment will be made upon submission of final grades. In order to qualify for reimbursement, the following grades must be earned:

- A. Grade C or higher for undergraduate courses
- B. Grade B or higher for graduate courses

SECTION 4513 – DRUG AND ALCOHOL POLICY

- 1. All Non-Represented Employees are prohibited from reporting to duty when either under the influence of drugs, or when their Blood Alcohol Concentration (BAC) level is .02 or higher.
- 2. Non-Represented Employees are prohibited from transporting any alcohol in City vehicles.
- 3. Non-Represented Employees are subject to “reasonable suspicion” testing, as defined in the City Of Troy Driver Alcohol and Drug Testing Policy.

4. Any employee who violates the policy is subject to disciplinary action. Any employee who refuses to take an authorized drug and/or alcohol test, or who delays reporting for such test, or otherwise seeks to avoid such test shall be deemed to have a positive test.
5. Insofar as practical, the definitions and procedures set forth in the City of Troy Driver Alcohol and Drug Testing Policy will also be applied to define the City's authority to require any Non Represented Employee to submit to reasonable suspicion testing.

SECTION 14 – LEGISLATIVE APPROVALS

- A. The terms of this Policy are not fixed and may be amended from time to time as required by the Mayor and approved by the City Council.
- B. This Policy applies to certain positions in the City of Troy and is intended to be read in concert with and accordance with to any and all terms of the Charter and Code and all other policies adopted by the City of Troy which apply to employees.
- C. This Policy does not amend, limit, or otherwise change the rights of the City under the Charter, Code or any other applicable rule, regulation, statute or other authority with respect to the employees covered herein.

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Appendix ASalary Schedule

| <u>Position</u> | <u>2020 Salary</u> | <u>2.00% 2021 Salary</u> | <u>3.00% 2022 Salary</u> | <u>4.00% 2023 Salary</u> |
|---|--------------------|------------------------------|------------------------------|------------------------------|
| <u>GROUP A</u> | | | | |
| Assistant to the Comptroller | TBD | TBD | TBD | TBD |
| Budget Officer | TBD | TBD | TBD | TBD |
| City Clerk | \$61,297 | \$62,523 | \$64,399 | \$66,975 |
| Commissioner of General Services | \$85,000 | \$86,700 | \$89,301 | \$92,873 |
| Commissioner of Public Safety | TBD | TBD | TBD | TBD |
| Commissioner of Public Utilities | TBD | TBD | TBD | TBD |
| Commissioner of Public Works | TBD | TBD | TBD | TBD |
| Comptroller | TBD | TBD | TBD | TBD |
| Confidential Assistant to the Mayor | \$44,597 | \$45,489 | \$46,854 | \$48,728 |
| Confidential Secretary to the Commissioner of Public Safety | TBD | TBD | TBD | TBD |
| Confidential Secretary to the Mayor | TBD | TBD | TBD | TBD |
| Confidential Secretary to the Police Chief | \$45,000 | \$45,900 | \$47,277 | \$49,168 |
| Corporation Counsel | \$85,698 | \$87,412 | \$90,034 | \$93,636 |
| Deputy Commissioner of Public Utilities | TBD | TBD | TBD | TBD |
| Deputy Commissioner of Public Works | TBD | TBD | TBD | TBD |
| Deputy Corporation Counsel Full-Time | TBD | TBD | TBD | TBD |
| Deputy Director of Office of Management and Budget | TBD | TBD | TBD | TBD |
| Deputy Director of Public Information | \$46,075 | \$46,997 | \$48,406 | \$50,343 |
| Deputy Mayor | \$80,342 | \$81,949 | \$84,407 | \$87,784 |
| Director of Information Services | TBD | TBD | TBD | TBD |
| First Deputy Corporation Counsel | TBD | TBD | TBD | TBD |
| Personnel Director/Officer | \$72,153 | \$73,596 | \$75,804 | \$78,836 |
| Policy Analyst | TBD | TBD | TBD | TBD |
| Private Secretary to Corporation Counsel | \$46,566 | \$47,497 | \$48,922 | \$50,879 |
| Private Secretary to Deputy Mayor | TBD | TBD | TBD | TBD |
| Superintendent of Water and Sewer | TBD | TBD | TBD | TBD |
| Treasurer | TBD | TBD | TBD | TBD |
| <u>GROUP B</u> | | | | |
| Mayor | \$95,000 | | | |
| President City Council | \$20,000 | | | |
| President Pro-Tem City Council | \$17,500 | | | |
| City Council Member | \$15,000 | | | |

TBD- To Be Determined per the Budget Process recommended by the Mayor and approved by the City Council.

Non-Represented Employees
 Personnel Employment Policy
 Effective City Council Resolution Date

Appendix B - 1

| <u>Title</u> | <u>Annual Salary</u> |
|--|----------------------|
| Bingo Inspector | \$12,000 annually |
| Legislative Assistant | \$10,000 annually |
| Confidential Secretary to the City Council President | \$10,000 annually |

The salaries established above may also be amended through the annual budgetary process.

| | <u>Hourly Rate</u> |
|------------------------|--------------------|
| School Traffic Officer | \$11.80 - \$13.00 |
| Student Intern | \$11.80 - \$13.00 |
| Police Matron | \$16.30 |

Notwithstanding the above, if the Troy Civil Service Commission determines that a part-time position is the equivalent of a title covered in the Civil Service Employees Association contract, the salary for such position shall be the hourly equivalent of the CSEA salary. This provision was effective as of January 1, 2002.

Non-Represented Employees
 Personnel Employment Policy
 Effective 12/31/2020

Appendix B - 2

| <u>Title</u> | <u>Annual Salary</u> |
|--|----------------------|
| Bingo Inspector | \$12,000 annually |
| Legislative Assistant | \$10,000 annually |
| Confidential Secretary to the City Council President | \$10,000 annually |

The salaries established above may also be amended through the annual budgetary process.

| | <u>Hourly Rate</u> |
|------------------------|--------------------|
| School Traffic Officer | \$12.50 - \$14.50 |
| Student Intern | \$12.50 - \$14.50 |
| Police Matron | \$17.00 |

Notwithstanding the above, if the Troy Civil Service Commission determines that a part-time position is the equivalent of a title covered in the Civil Service Employees Association contract, the salary for such position shall be the hourly equivalent of the CSEA salary. This provision was effective as of January 1, 2002.

Non-Represented Employees
Personnel Employment Policy
Effective 12/31/2021

Appendix B - 3

| <u>Title</u> | <u>Annual Salary</u> |
|--|----------------------|
| Bingo Inspector | \$12,000 annually |
| Legislative Assistant | \$10,000 annually |
| Confidential Secretary to the City Council President | \$10,000 annually |

The salaries established above may also be amended through the annual budgetary process.

| | <u>Hourly Rate</u> |
|------------------------|--------------------|
| School Traffic Officer | \$13.20 - \$15.20 |
| Student Intern | \$13.20 - \$15.20 |
| Police Matron | \$17.70 |

Notwithstanding the above, if the Troy Civil Service Commission determines that a part-time position is the equivalent of a title covered in the Civil Service Employees Association contract, the salary for such position shall be the hourly equivalent of the CSEA salary. This provision was effective as of January 1, 2002.

Non-Represented Employees
Personnel Employment Policy
Effective 12/31/2022

Appendix B - 4

| <u>Title</u> | <u>Annual Salary</u> |
|--|----------------------|
| Bingo Inspector | \$12,000 annually |
| Legislative Assistant | \$10,000 annually |
| Confidential Secretary to the City Council President | \$10,000 annually |

The salaries established above may also be amended through the annual budgetary process.

| | <u>Hourly Rate</u> |
|------------------------|--------------------|
| School Traffic Officer | \$13.90 - \$15.90 |
| Student Intern | \$13.90 - \$15.90 |
| Police Matron | \$18.40 |

Notwithstanding the above, if the Troy Civil Service Commission determines that a part-time position is the equivalent of a title covered in the Civil Service Employees Association contract, the salary for such position shall be the hourly equivalent of the CSEA salary. This provision was effective as of January 1, 2002.

Non-Represented Employees
Personnel Employment Policy
Effective 12/31/2023

Appendix B - 5

| <u>Title</u> | <u>Annual Salary</u> |
|--|----------------------|
| Bingo Inspector | \$12,000 annually |
| Legislative Assistant | \$10,000 annually |
| Confidential Secretary to the City Council President | \$10,000 annually |

The salaries established above may also be amended through the annual budgetary process.

| | <u>Hourly Rate</u> |
|------------------------|--------------------|
| School Traffic Officer | \$14.60 - \$16.60 |
| Student Intern | \$14.60 - \$16.60 |
| Police Matron | \$19.10 |

Notwithstanding the above, if the Troy Civil Service Commission determines that a part-time position is the equivalent of a title covered in the Civil Service Employees Association contract, the salary for such position shall be the hourly equivalent of the CSEA salary. This provision was effective as of January 1, 2002.

Non-Represented Employees
Personnel Employment Policy
Effective 12/31/2024

Appendix B - 6

| <u>Title</u> | <u>Annual Salary</u> |
|--|----------------------|
| Bingo Inspector | \$12,000 annually |
| Legislative Assistant | \$10,000 annually |
| Confidential Secretary to the City Council President | \$10,000 annually |

The salaries established above may also be amended through the annual budgetary process.

| | <u>Hourly Rate</u> |
|------------------------|--------------------|
| School Traffic Officer | \$15.00 - \$17.00 |
| Student Intern | \$15.00 - \$17.00 |
| Police Matron | \$19.50 |

Notwithstanding the above, if the Troy Civil Service Commission determines that a part-time position is the equivalent of a title covered in the Civil Service Employees Association contract, the salary for such position shall be the hourly equivalent of the CSEA salary. This provision was effective as of January 1, 2002.

Non-Represented Employees Personnel Employment Policy

Appendix C Salary Schedule Boards and Commissions

| <u>Title</u> | <u>Number of Positions</u> | <u>Annual Salary</u> |
|--|--------------------------------|----------------------|
| Civil Service Chairperson | 1 | \$2,000 |
| Civil Service Commission Member | 2 | \$2,000 |
| Electrical Board Member | 3 | \$600 |
| Electrical Board Secretary | 1 | \$1,200 |
| Plumbing Board Member | 3 | \$600 |
| Plumbing Board Secretary | 1 | \$1,200 |
| Planning Commission Member | 5 | \$2,000 |
| Board of Zoning Appeals Member | 5 | \$2,000 |
| Board of Assessment Review Chairperson | 1 | \$2,000 |
| Board of Assessment Review Member | 4 | \$2,000 |

The salaries established for the Boards and Commissions listed above may also be amended through the budgetary process.

**Non-Represented Employees
Personnel Employment Policy**

**Appendix D - 1
Pay Schedule for Seasonal Employees
Rates Effective 2020 Season
All Rates on a Per Hour Basis**

| <u>Title</u> | (Starting Rate) | | | | |
|---|-----------------|----------|----------|----------|-----------|
| | Season 1 | Season 2 | Season 3 | Season 4 | Season 5+ |
| Recreation Assistant (Seasonal) | \$11.80 | \$12.05 | \$12.30 | \$12.55 | \$12.80 |
| Recreation Leader (Seasonal) | \$12.80 | \$13.05 | \$13.30 | \$13.55 | \$13.80 |
| Recreation Specialist (Seasonal) | \$13.80 | \$14.05 | \$14.30 | \$14.55 | \$14.80 |
| Golf Starter (Seasonal) | \$11.80 | \$12.05 | \$12.30 | \$12.55 | \$12.80 |
| Lifeguard (Seasonal) | \$13.80 | \$14.05 | \$14.30 | \$14.55 | \$14.80 |
| Assistant Swimming Pool Supervisor (Seasonal) | \$14.80 | \$15.05 | \$15.30 | \$15.55 | \$15.80 |
| Swimming Pool Supervisor (Seasonal) | \$15.80 | \$16.05 | \$16.30 | \$16.55 | \$16.80 |
| Maintenance Helper | \$11.80 | \$12.05 | \$12.30 | \$12.55 | \$12.80 |
| Equipment Operator | \$12.80 | \$13.05 | \$13.30 | \$13.55 | \$13.80 |
| Watchperson | \$12.80 | \$13.05 | \$13.30 | \$13.55 | \$13.80 |

**Non-Represented Employees
Personnel Employment Policy**

**Appendix D - 2
Pay Schedule for Seasonal Employees
Rates Effective 2021 Season
All Rates on a Per Hour Basis**

| <u>Title</u> | (Starting Rate) | | | | |
|---|------------------------|-----------------|-----------------|-----------------|------------------|
| | Season 1 | Season 2 | Season 3 | Season 4 | Season 5+ |
| Recreation Assistant (Seasonal) | \$12.50 | \$12.75 | \$13.00 | \$13.25 | \$13.50 |
| Recreation Leader (Seasonal) | \$13.50 | \$13.75 | \$14.00 | \$14.25 | \$14.50 |
| Recreation Specialist (Seasonal) | \$14.50 | \$14.75 | \$15.00 | \$15.25 | \$15.50 |
| Golf Starter (Seasonal) | \$12.50 | \$12.75 | \$13.00 | \$13.25 | \$13.50 |
| Lifeguard (Seasonal) | \$14.50 | \$14.75 | \$15.00 | \$15.25 | \$15.50 |
| Assistant Swimming Pool Supervisor (Seasonal) | \$15.50 | \$15.75 | \$16.00 | \$16.25 | \$16.50 |
| Swimming Pool Supervisor (Seasonal) | \$16.50 | \$16.75 | \$17.00 | \$17.25 | \$17.50 |
| Maintenance Helper | \$12.50 | \$12.75 | \$13.00 | \$13.25 | \$13.50 |
| Equipment Operator | \$13.50 | \$13.75 | \$14.00 | \$14.25 | \$14.50 |
| Watchperson | \$13.50 | \$13.75 | \$14.00 | \$14.25 | \$14.50 |

**Non-Represented Employees
Personnel Employment Policy**

Appendix D - 3

**Pay Schedule for Seasonal Employees
Rates Effective 2022 Season
All Rates on a Per Hour Basis**

| <u>Title</u> | (Starting Rate) | | | | |
|---|------------------------|-----------------|-----------------|-----------------|------------------|
| | Season 1 | Season 2 | Season 3 | Season 4 | Season 5+ |
| Recreation Assistant (Seasonal) | \$13.20 | \$13.45 | \$13.70 | \$13.95 | \$14.20 |
| Recreation Leader (Seasonal) | \$14.20 | \$14.45 | \$14.70 | \$14.95 | \$15.20 |
| Recreation Specialist (Seasonal) | \$15.20 | \$15.45 | \$15.70 | \$15.95 | \$16.20 |
| Golf Starter (Seasonal) | \$13.20 | \$13.45 | \$13.70 | \$13.95 | \$14.20 |
| Lifeguard (Seasonal) | \$15.20 | \$15.45 | \$15.70 | \$15.95 | \$16.20 |
| Assistant Swimming Pool Supervisor (Seasonal) | \$16.20 | \$16.45 | \$16.70 | \$16.95 | \$17.20 |
| Swimming Pool Supervisor (Seasonal) | \$17.20 | \$17.45 | \$17.70 | \$17.95 | \$18.20 |
| Maintenance Helper | \$13.20 | \$13.45 | \$13.70 | \$13.95 | \$14.20 |
| Equipment Operator | \$14.20 | \$14.45 | \$14.70 | \$14.95 | \$15.20 |
| Watchperson | \$14.20 | \$14.45 | \$14.70 | \$14.95 | \$15.20 |

**Non-Represented Employees
Personnel Employment Policy**

Appendix D - 4

**Pay Schedule for Seasonal Employees
Rates Effective 2023 Season
All Rates on a Per Hour Basis**

| <u>Title</u> | (Starting Rate) | | | | |
|---|------------------------|-----------------|-----------------|-----------------|------------------|
| | Season 1 | Season 2 | Season 3 | Season 4 | Season 5+ |
| Recreation Assistant (Seasonal) | \$13.90 | \$14.15 | \$14.40 | \$14.65 | \$14.90 |
| Recreation Leader (Seasonal) | \$14.90 | \$15.15 | \$15.40 | \$15.65 | \$15.90 |
| Recreation Specialist (Seasonal) | \$15.90 | \$16.15 | \$16.40 | \$16.65 | \$16.90 |
| Golf Starter (Seasonal) | \$13.90 | \$14.15 | \$14.40 | \$14.65 | \$14.90 |
| Lifeguard (Seasonal) | \$15.90 | \$16.15 | \$16.40 | \$16.65 | \$16.90 |
| Assistant Swimming Pool Supervisor (Seasonal) | \$16.90 | \$17.15 | \$17.40 | \$17.65 | \$17.90 |
| Swimming Pool Supervisor (Seasonal) | \$17.90 | \$18.15 | \$18.40 | \$18.65 | \$18.90 |
| Maintenance Helper | \$13.90 | \$14.15 | \$14.40 | \$14.65 | \$14.90 |
| Equipment Operator | \$14.90 | \$15.15 | \$15.40 | \$15.65 | \$15.90 |
| Watchperson | \$14.90 | \$15.15 | \$15.40 | \$15.65 | \$15.90 |

**Non-Represented Employees
Personnel Employment Policy**

Appendix D - 5

**Pay Schedule for Seasonal Employees
Rates Effective 2024 Season
All Rates on a Per Hour Basis**

| <u>Title</u> | (Starting Rate) | | | | |
|---|------------------------|-----------------|-----------------|-----------------|------------------|
| | Season 1 | Season 2 | Season 3 | Season 4 | Season 5+ |
| Recreation Assistant (Seasonal) | \$14.60 | \$14.85 | \$15.10 | \$15.35 | \$15.60 |
| Recreation Leader (Seasonal) | \$15.60 | \$15.85 | \$16.10 | \$16.35 | \$16.60 |
| Recreation Specialist (Seasonal) | \$16.60 | \$16.85 | \$17.10 | \$17.35 | \$17.60 |
| Golf Starter (Seasonal) | \$14.60 | \$14.85 | \$15.10 | \$15.35 | \$15.60 |
| Lifeguard (Seasonal) | \$16.60 | \$16.85 | \$17.10 | \$17.35 | \$17.60 |
| Assistant Swimming Pool Supervisor (Seasonal) | \$17.60 | \$17.85 | \$18.10 | \$18.35 | \$18.60 |
| Swimming Pool Supervisor (Seasonal) | \$18.60 | \$18.85 | \$19.10 | \$19.35 | \$19.60 |
| Maintenance Helper | \$14.60 | \$14.85 | \$15.10 | \$15.35 | \$15.60 |
| Equipment Operator | \$15.60 | \$15.85 | \$16.10 | \$16.35 | \$16.60 |
| Watchperson | \$15.60 | \$15.85 | \$16.10 | \$16.35 | \$16.60 |

**Non-Represented Employees
Personnel Employment Policy**

**Appendix D - 6
Pay Schedule for Seasonal Employees
Rates Effective 2025 Season
All Rates on a Per Hour Basis**

| <u>Title</u> | (Starting Rate) | | | | |
|---|------------------------|-----------------|-----------------|-----------------|------------------|
| | Season 1 | Season 2 | Season 3 | Season 4 | Season 5+ |
| Recreation Assistant (Seasonal) | \$15.00 | \$15.25 | \$15.50 | \$15.75 | \$16.00 |
| Recreation Leader (Seasonal) | \$16.00 | \$16.25 | \$16.50 | \$16.75 | \$17.00 |
| Recreation Specialist (Seasonal) | \$17.00 | \$17.25 | \$17.50 | \$17.75 | \$18.00 |
| Golf Starter (Seasonal) | \$15.00 | \$15.25 | \$15.50 | \$15.75 | \$16.00 |
| Lifeguard (Seasonal) | \$17.00 | \$17.25 | \$17.50 | \$17.75 | \$18.00 |
| Assistant Swimming Pool Supervisor (Seasonal) | \$18.00 | \$18.25 | \$18.50 | \$18.75 | \$19.00 |
| Swimming Pool Supervisor (Seasonal) | \$20.00 | \$20.25 | \$20.50 | \$20.75 | \$21.00 |
| Maintenance Helper | \$15.00 | \$15.25 | \$15.50 | \$15.75 | \$16.00 |
| Equipment Operator | \$16.00 | \$16.25 | \$16.50 | \$16.75 | \$17.00 |
| Watchperson | \$16.00 | \$16.25 | \$16.50 | \$16.75 | \$17.00 |

ORDINANCE AMENDING THE SPECIAL GRANTS FUND BUDGET

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

Section 1. The City of Troy 2020 budget is herein amended as set forth in Schedule A entitled:

2020 Budget Amendments – Federal Forfeitures Cleanup

which is attached hereto and made a part hereof

Section 2. This act will take effect immediately.

Approved as to form, February 6, 2020

James A. Caruso, Esq., Corporation Counsel

MEMO IN SUPPORT

This ordinance amends the budget for the Special Grants Fund to clean-up the accounts associated with Federal Forfeitures creating a balanced budget within the fund and also returns unused funds from prior years so that they can be reallocated.

Schedule A

ORD#10

2020 Budget Amendments - Federal Forfeitures Cleanup

| Department | Account No. | Description | Original Budget* | Change (+ / -) | Revised Budget |
|--|------------------------|-----------------------------------|------------------|--------------------------|----------------|
| Revenues | | | | | |
| Federal Forfeitures | CD.3000.2620.8000.8298 | Federal Forfeitures | 231,307.12 | 515,789.53 | 747,096.65 |
| Federal Forfeitures | CD.3000.2620.8000.8328 | Federal Forfeitures | 182,000.00 | (12,425.00) | 169,575.00 |
| Expenditures | | | | | |
| Federal Forfeitures | CD.0000.9522.8000.8298 | Expense Direct Hit | 0.00 | 20,742.93 | 20,742.93 |
| Federal Forfeitures | CD.2014.0203.8000.8298 | Other Equipment | 110,439.00 | (686.78) | 109,752.22 |
| Federal Forfeitures | CD.2014.0303.8000.8298 | Other Material & Supplies | 6,500.00 | (1,898.76) | 4,601.24 |
| Federal Forfeitures | CD.2015.0203.8000.8298 | Other Equipment | 44,486.00 | (66.82) | 44,419.18 |
| Federal Forfeitures | CD.2016.0203.8000.8298 | Other Equipment | 85,892.00 | (10,650.39) | 75,241.61 |
| Federal Forfeitures | CD.2017.0203.8000.8298 | Other Equipment | 84,600.00 | (30.10) | 84,569.90 |
| Federal Forfeitures | CD.2017.0204.8000.8298 | Facilities Upgrade / Improvements | 15,000.00 | (2,202.00) | 12,798.00 |
| Federal Forfeitures | CD.2013.0203.8000.8327 | Other Equipment | 322,000.00 | (12,425.00) | 309,575.00 |
| Net Impact On Special Grants Fund | | | | <u>510,581.45</u> | |

* Or as previously amended

**ORDINANCE AUTHORIZING AND RATIFYING THE EMPLOYMENT
MEMORANDUM OF AGREEMENT BY AND BETWEEN THE CITY OF TROY AND
THE UNITED PUBLIC SERVICE EMPLOYEES UNION (UPSEU)**

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

- Section 1.** The City of Troy and the United Public Service Employees Union have successfully negotiated the terms of a “Memorandum of Agreement” which “memorandum of Agreement” is attached hereto as Exhibit “A” and made a part hereof.
- Section 2.** The members of the United Public Service Employees Union have ratified the proposed “Memorandum of Agreement” found in Schedule “A” herein, and shall be bound by the terms of that agreement upon ratification of the City Council of The City of Troy and execution by the Mayor
- Section 3.** This act shall take effect immediately.

Approved as to form, February 6, 2020

James A. Caruso, Esq., Corporation Counsel

MEMORANDUM OF AGREEMENT (MOA)

By and between

City of Troy New York (Employer)

And

UNITED PUBLIC SERVICE EMPLOYEES UNION (UPSEU)

WHEREAS, the Collective Bargaining Agreement (CBA) between the Employer and the UPSEU expires on December 31, 2019; and

WHEREAS, the parties have engaged in good faith negotiations in an effort to arrive at a successor CBA; and

WHEREAS, the parties have reached a tentative settlement covering the period January 1, 2020 to December 31, 2023 and further wish to commit such to writing; and

WHEREAS, the parties hereto agree that the current CBA and all terms and conditions of employment set forth therein shall remain in full force and effect except as herein modified; and

WHEREAS, unless otherwise noted, all changes shall be prospective from the ratification of this MOA; and

WHEREAS, this MOA is subject to the approval of the Troy City Council and the ratification of the membership of the UPSEU and shall not become effective unless approved and ratified as set forth herein. Each respective negotiating committee agrees to recommend the MOA for approval and ratification.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby stipulate and agree as follows:

1. The recitations of the facts and circumstances set forth in all of the preceding "WHEREAS" clauses are expressly incorporated herein and form a part of the terms of this Memorandum of Agreement.
2. Article 3 Dues Deductions, Section 2 shall be replaced with:

In the event that Agency Fee union deduction becomes permissible by State and/or Federal Law in the future, the parties agree that the Employer shall deduct the designated Agency Fee amount as provided in writing by UPSEU pursuant to the terms below. The parties further agree that such Agency Fee union deduction shall be remitted in the same manner as dues deductions to UPSEU. UPSEU agrees to defend and indemnify the City, its officials, representatives, employees and agents against any and all claims, demands, suits or liability (monetary and otherwise) that shall arise out of or by reason of action taken or not taken by the

City in complying with this Article. If an improper deduction is made, UPSEU shall refund directly to the employee any such amount.

3. Article 5 Rights of Union, Add New Section 4:

Pursuant to New York State Labor Law Section 208, within thirty (30) days of a bargaining unit employee first being employed or re-employed by a public employer, or within thirty (30) days of being promoted or transferred to a new position, the City shall notify UPSEU of the employee's name, address, job title, department, and work location. Within thirty (30) days of providing the notice referenced above, the City shall allow a UPSEU representative to meet with the new employee(s) for a period of not more than one (1) hour on work time without charge to the employee's leave credits. Such meeting must be scheduled in consultation and with the approval of the designated representative of the City.

4. Article 10 Compensation, Section 1 shall be amended to:

- Effective January 1, 2020, members of the bargaining unit shall receive a zero percent (0%) increase to their annual salary.
- Effective January 1, 2021 members of the bargaining unit shall receive a two percent (2%) increase to their annual salary.
- Effective January 1, 2022 members of the bargaining unit shall receive three percent (3%) increase to their annual salary.
- Effective January 2, 2023 members of the bargaining unit shall receive a four percent (4%) increase to their annual salary.

5. Article 12 Leaves:

- Section 3(f): Effective January 1, 2020 increase maximum to sixty (60) days.
- Section 3(f) paragraphs 1 & 2: Effective January 1, 2020 increase maximum from forty five (45) days to sixty (60) days.
- (NEW) Section 3(h): Effective January 1, 2020 bargaining unit members shall be permitted to cash out up to two weeks of unused vacation leave annually.

For calendar year 2021 only, bargaining unit members shall be allowed to cash out, in addition to the two (2) weeks provided herein, an additional two (2) weeks (for total of four weeks) of unused vacation leave, subject to the Mayor's approval. This is a one-time benefit to permit employees to cash out an additional two weeks' vacation leave only in calendar year 2021, as approved by the Mayor.

6. Article 13, Section 4 Add:

When an employee is out for an extended workers compensation injury for up to a six (6) month period, starting from date of the employee goes out of work due to said injury, the City agrees to pay the employee's health insurance premium no

matter the health plan selected by the employee for a period not to exceed six (6) months. The injury must be established by the Worker's Compensation Board. The employee is responsible for paying the City back if the Worker's Compensation Board does not establish the injury.

7. Article 14, Retirement

"Retirement from the City" shall mean and require that a covered individual ceases service with the City of Troy and immediately begins to receive pension benefits from the New York State Retirement System, in accordance with all applicable law, rules and regulations of the Retirement System from which he/she is eligible to receive pension benefits.

(All provisions in the CBA referencing retirement or retired employees shall make reference to this definition.)

**EMPLOYER NEGOTIATING
COMMITTEE:**


Wm. Patrick Madden, Mayor


Monica K. Turzejeski,
Deputy Mayor.

Date: January 29, 2020

UPSEU NEGOTIATING COMMITTEE:


Chris Wheland, UPSEU
Chief Unit Officer


Kathy A. Wright-Muzio, UPSEU
Regional Coordinator

Date: 1/28/2020

**RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH
PROFESSIONAL SERVICE INDUSTRIES, INC (PSI). FOR THE PURPOSE OF
ASBESTOS INSPECTION SERVICES**

WHEREAS, The City of Troy, New York is requesting qualifications and proposals from firms to provide, as needed, asbestos inspection, project design and air monitoring services. These services ensure that ACM is managed in compliance with all NYS regulatory requirements and to protect the health and well-being of occupants and the general public in City facilities. The City of Troy is seeking to enter into an Independent Services Agreement with a qualified firm to perform these services on an on-call basis for a period of (1) One year with an option to renew for (2) two additional, one-year periods; and

WHEREAS, the vendor will provide basic services of the Asbestos inspection, project design and monitoring services firm include, but are not limited to:

1. Survey, bulk sampling, inspection, and report preparation for removal or design for removal of ACM for various City projects.
2. Assess hazards posed by the presence of ACM and recommend appropriate response actions.
3. Plan scope, timing, phasing, and remediation methods to be utilized on ACM abatement projects.
4. Provide comprehensive reports detailing monitoring activities at the conclusion of all asbestos abatement projects.
5. Respond on emergency basis and provide air monitoring 24 hrs/day.

II. QUALIFICATIONS

NOW, THEREFORE, BE IT RESOLVED, that the City Council authorizes the Mayor to enter into a contract with Professional Service Industries, Inc. for 2020, with an option for an additional one (1) year extension for the year 2021.

Approved as to form February 6, 2020

James A. Caruso, Corporation Counsel

W. Patrick Madden
Mayor



Monica Kurzejeski
Deputy Mayor

Bureau of Engineering

November 25, 2019

Claudia Mahoney, Purchasing Agent
City of Troy
City Hall
433 River Street
Troy, NY 12180

Re: Asbestos Monitoring & Project Design MSA – RFP
City of Troy, Rensselaer County NY

On April 11, 2019 proposals were publicly opened for the above referenced project. There were a total of Eight (8) proposals.

The City of Troy Bureau of Engineering is recommending that PSI be chosen for the award. The award is recommended to be made to the highest scored proposal which meets all requested topics.

I hereby certify that, to the best of my knowledge and belief, all applicable municipal procedures were followed, the best proposal is reasonable and acceptable for the contract work, and the contractor who submitted the best proposal is qualified and capable to satisfactorily perform the contract work.

We request your concurrence to award this contract.

Sincerely,


Monica Kurzejeski
Deputy Mayor

City Hall, 433 River Street, Suite 5001
Troy, New York 12180

AGREEMENT BETWEEN
THE CITY OF TROY, NEW YORK
AND
PROFESSIONAL SERVICE INDUSTRIES, INC.
(PSI, INC.)

This AGREEMENT, made and entered into this ____ day of _____, hereinafter called the "AGREEMENT", the "CONTRACT" or the "AGREEMENT & CONTRACT", by and between the City of Troy, New York, a municipal corporation with principal offices located at City Hall, Troy, New York, hereinafter called the "City" and Professional Service Industries, Inc. with principal offices located at 104 Erie Blvd., Schenectady, NY 12305 hereinafter called the "vendor".

WITNESSETH:

WHEREAS, the City of Troy is desirous of obtaining the product of the Vendor and

WHEREAS, the Vendor is desirous of furnishing and delivering its product to the City and

WHEREAS, the City and the Vendor have determined to enter into this agreement and

NOW, THEREFORE, in consideration of the mutual promises and covenants herein set forth, and in order to secure the services described below, the parties hereto, each binding itself, its respective representatives, successors, and assigns, do mutually agree as follows:

Section 1: General Provisions:

1.1 Service to Troy The Vendor shall provide Asbestos Inspection, Project Design and Air Monitoring Services as described in the Request for Proposal Document hereinafter called the "DOCUMENTS". The work shall be provided within the time frames, if any set, out in the documents.

All Proposal documents issued by the City of Troy shall be considered part of the executed contract.

Section 2: Term:

2.1 Term This agreement shall commence on the ____ day of _____, for one year with an option to renew for two (2) additional one-year periods.

In the event the Vendor is unable to deliver or fails to deliver the service, as required by the Proposal, the City shall have the right to purchase the same or similar service from a different source. Any additional costs and/or expenses incurred by the City by reason of the service from a different source shall be reimbursed to the City by the Vendor. A letter should be provided to the vendor from the City setting forth the additional costs and/or expenses. Upon receipt of the letter, the vendor shall reimburse the City with thirty (30) days.

Section 3: Payment:

3.1 Payment Payment for Asbestos Inspection, Project Design and Air Monitoring Services under this Agreement: the City shall pay Professional Service Industries, Inc. (PSI, Inc.) based upon monthly invoices received by the Engineering Department of the City. The fees are described in the attached Cost Proposal Attachment contained in the vendor's Proposal Submission.

3.2 Executory Clause In accordance with Section 41 of the State Finance Law, the City shall have no liability under this Contract to the Vendor or to anyone else beyond funds

appropriated and available for this Contract.

3.3 Non Assignment Clause

In accordance with Section 138 of the State Finance Law, this Agreement may not be assigned by the Vendor or its right, title or interest therein assigned, transferred conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the City and any attempts to assign the Contract without the City's written consent are null and void. The Vendor may, however, assign its right to receive payment without the City's prior written consent unless this Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

Section 4: Workers' Compensation Benefits:

4.1 Workers' Compensation Benefits

In accordance with Section 142 of the State Finance Law, this Contract shall be void and of no force and effect unless the Vendor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

Section 5: Non Discrimination Requirements:

5.1 Non Discrimination Requirements

In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Vendor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, in accordance with Section 220-c of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, Vendor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Vendor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex, or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. Vendor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 229 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

Section 6: Wage and Hours Provision:

6.1 Wage and Hours Provisions

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Vendor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Vendor and its subcontractors must pay at least

the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

Section 7: Non-Collusive Bidding Requirement:

7.1 Non-Collusive

Bidding Requirement In accordance with Section 139-d of the State Finance Law, if this Contract was awarded based upon the submission of bids, Vendor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Vendor further warrants that, at the time Vendor submitted its bid, an authorized and responsible person executed and delivered to the City a non-collusion bidding certificate on Vendor's behalf.

Section 8: Identifying Information and Privacy Notification:

8.1 Federal Employer Identification

Number and/or Federal Social

Security Number

All invoices or City of Troy standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to the City must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does have such number or numbers, the payee, on its invoice or City of Troy standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

Section 9: Equal Employment Opportunities for Minorities and Women:

9.1(a)

In accordance with Section 312 of the Executive law:
The vendor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

9.1 (b)

In accordance with Section 312 of the Executive law:
At the request of the City, the Vendor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Vendor's obligations herein; and the Vendor shall state in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Section 10: Conflicting Terms:

- 10.1 Conflicting Terms In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

Section 11: Governing Law:

- 11.1 Governing Law This Contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

Section 12: Service of Process:

- 12.1 Service of Process In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Vendor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Vendor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Vendor must promptly notify the City, in writing, of each and every change of address to which service of process can be made. Service by the City to the last known address shall be sufficient. Vendor will have thirty (30) calendar days after service hereunder is complete in which to respond.

Section 13: Miscellaneous Provisions:

- 13.1 Amendment Amendment the provisions, terms and conditions of this Contract shall be modified, amended, waived or additional terms entered into only upon mutual agreement in writing between both parties.

Section 14: Insurance:

The selected proposer will be required to procure and maintain at their own expense the following insurance coverage:

1. Commercial general liability and contractual liability on an occurrence basis with the following limits of coverage: bodily injury, property damage and personal injury, One Million Dollars (\$1,000,000) each occurrence/Two Million Dollars (\$2,000,000) general aggregate.
 - a. Liability Insurance policies will not be accepted that:
 - i. Remove or restrict blanket contractual liability located in the "insured contract" definition (as stated in Section V, Number 9, Item f in the ISO CGL policy or equivalent) so as to limit coverage against claims that arise out of work; or
 - ii. Remove or modify the "insured Contract" exception to the employers liability exclusion; or
 - iii. Do not cover the additional insured for claims involving injury to employees of the named insured or subcontractors.
 - b. Contractor shall require any subcontractors hired, carry insurance with the same limits and provisions provided here in. The contractor will maintain certificates of insurance for all subcontractors hired as part of the contractor's records.
2. Professional Liability/Errors & Omissions of at least One Million Dollars (\$1,000,000) each occurrence/Two Million Dollars (\$2,000,000) aggregate *(If applicable)*.
3. Workers compensation insurance as required by law and including employer's liability insurance. Statutory disability benefits insurance as may be required by law.
4. Comprehensive Automobile Liability coverage on owned, hired, leased, or Non-owned autos with limits not less than One Million Dollars (\$1,000,000) combined for each accident because of bodily injury sickness, or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for

- damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobile.
5. Commercial umbrella coverage of Five Million Dollars (\$5,000,000).

Each policy of insurance required shall be in form and content satisfactory to the City Corporation Counsel, and shall provide that:

1. The City of Troy is named additional insured on a primary and non-contributing basis.
2. The Certificate of Insurance shall state the following in the "remarks" section of the Certificate: "The insurance scheduled on this Certificate complies with Section 1.0 Insurance {of the BID or RFP} in its entirety."
3. The insurance policies shall not be changed or cancelled until the expiration of thirty (30) days after written notice to the City of Troy Corporation Counsel's Office.
4. The insurance policies shall be automatically renewed upon expiration and continued in force unless the City of Troy Corporation Counsel's Office is given sixty (60) days written notice to the contrary.

No work shall be commenced under the contract until the selected proposer has delivered to the City or his/her designee proof of issuance of all policies of insurance required by the Contract to be procured by the selected proposer. If at any time, any of said policies shall be or become unsatisfactory to the City, the selected proposer shall promptly obtain a new policy and submit proof of insurance of the same to the City for approval. Upon failure of the selected proposer to furnish, deliver and maintain such insurance as above provided, this Contract may, at the election of the City, be forthwith declared suspended, discontinued or terminated. Failure of the selected proposer to procure and maintain any required insurance shall not relieve the selected proposer from any liability under the Contract, nor shall the insurance requirements be construed to conflict with the obligations of the selected proposer concerning indemnification.

Section 15: Termination For Cause:

The City of Troy reserves the right to terminate this contract at any time for cause. The violation of any provision or condition contained in this contract, or the refusal, failure, or inability to carry out any provisions of this contract shall constitute sufficient grounds to terminate this contract for cause. Should The City of Troy elect to terminate this contract for cause, The City of Troy will notify the Contractor 10 days prior to the termination date and shall specify the cause for termination as well as the date the termination shall be effective. This termination notice will be issued via a written letter sent by certified U.S. mail. Immediate dismissals may be executed if deemed necessary by The City of Troy.

Section 16: Termination Without Cause:

The City of Troy may terminate this contract without cause. Written notice of termination must be sent via certified U.S. mail no later than thirty (30) days prior to the termination date.

Section 17: Indemnification:

In addition, the selected vendor/proposer shall defend and indemnify the City of Troy with respect to any and all activities occurring on property owned by the City of Troy.

IN WITNESS WHERE OF, the parties have executed this Contract/Agreement on the day and year first written above.

Approved as to form:

City of Troy, New York

By: _____
James A Caruso
Corporation Counsel

By: _____
Wm. Patrick Madden
Mayor

Professional Service Industries, Inc.

By: _____

Printed Name: _____

Title: _____

STATE OF NEW YORK)
COUNTY OF RENSSELAER) SS:
CITY OF TROY)

On this _____ day of _____, 20__ , before me, the undersigned, personally appeared Wm. Patrick Madden, Mayor of the City of Troy, New York, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that, by his signature on this instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

NOTARY PUBLIC: STATE OF NEW YORK

COST PROPOSAL ATTACHMENT

SEALED PROPOSAL
To The
City of Troy, NY
Bureau of Contracts & Procurement
For
Asbestos Inspection, Project Design and Air Monitoring Services

By submission of this bid or proposal, the bidder certifies that; (a) This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor; (b) This bid or proposal has not been knowingly disclosed and will not be willingly disclosed, prior to the opening of bids or proposals for this project, to any other bidder, competitor; (c) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal; (d) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certificate, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in its behalf; (e) That attached hereto (if a corporate bidder) is a certified copy of resolution authorizing the execution of the certificate by the signator of this bid or proposal in behalf of the corporate bidder or proposer.

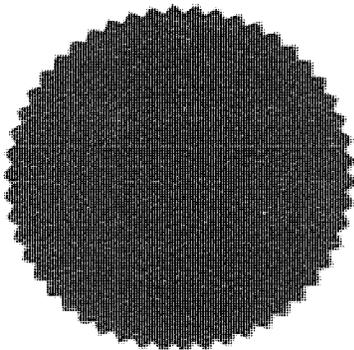
Resolved that John Tranter of Professional Service Industries be
 Name of Corporation
 authorized to sign and submit the bid or proposal of this corporation for the following project
Asbestos Inspection, Project Design and Air Monitoring Services
 Describe Project

And to include in such bid or proposal the certificates as to non-collusion required by section one hundred three-D of the general municipal law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by
Professional Service Industries, Inc.
 Corporation at a meeting of its board of directors held on the

10 day of APRIL in the year 2019.

(SEAL OF CORPORATION)



NON- COLLUSION CLAUSE

Pursuant to Section 103-D of the General Municipal Law of the State of New York.

(a) By submission of this bid or proposal, each bidder or proposer and each person signing on behalf of any bidder or proposer certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under the penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this bid or proposal have been arrived at independently without collusion, consultation, communication or agreement, for the purposes of restricting competition, as to any matter relation to such prices with any other bidder or proposer or with any competitor.

(2) Unless otherwise required by law, the prices which have been quoted in this bid or proposal have not been knowingly disclosed by the bidder or proposer and will not knowingly be disclosed by the bidder or proposer prior to opening, directly or indirectly, to any bidder or proposer or to any competitor; and

(3) No attempt has been made or will be made by the bidder or proposer to induce any other persons, partnership or corporation to submit or not to submit a bid or proposal for the purpose of restricting competition.

(b) A bid or proposal shall not be considered for award nor shall any award be made where (a) (1) (2) or (3) above have not been complied with; provided however, that if any bidder cannot make the foregoing certification, the bidder or proposer shall so state and shall furnish with the bid or proposal a signed statement which sets forth in detail the reasons therefore. Where (a) (1) (2) and (3) above have not been complied with, the bid or proposal shall not be considered for award not shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid or proposal is made or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder or proposer (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publications of new or revised price lists for such items or (c) has sold the same items to other customers at the same prices being bid or proposed, does not constitute, without more, a disclosure within the meaning of subparagraph one (1).

(c) Any bid or proposal hereafter made to any political subdivision of the state or any public department, agency, or official thereof by a corporation bidder or proposer for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulations, or local law, and where such bid or proposal contains the certification referred to in the sub-division one of this section, shall be deemed to have been authorized by the Board of Directors or the bidder or proposer, and such authorization shall be deemed to include the signing and submission of the bid or proposal and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

**PROPOSAL FORM MUST BE COMPLETED AND SIGNED TO BE
CONSIDERED FOR AWARD**

**REQUEST FOR PROPOSALS FOR ASBESTOS INSPECTION, PROJECT DESIGN AND
AIR MONITORING SERVICES**

Labor*:

Asbestos Project/Air Monitor Full Day (Up to 8 hours per day)Full Day \$ 405.00

Asbestos Project/Air Monitor Half Day (0 to 4 hours on site)Half Day \$ 215.00

Asbestos Project/Air Monitoring Weekend Full Day.....Full Day\$ 415.00

Asbestos Project/Air Monitoring Weekend Half Day.....Half Day\$ 220.00

Asbestos Project ManagerHour \$ 85.00

Asbestos designerHour \$ 90.00

Principal ConsultantHour \$ 125.00

Overtime Labor Rate (Over a 8 hour Day)Hour \$ 67.00

Variance Fee (Includes \$350 submission fee).....Each \$ 1200.00

Analytical*:

Asbestos PCM Air Sample (48 Hour)Each \$ 7.50

Asbestos PCM Air Sample (24 Hour Turnaround) Each \$ 9.50

Asbestos PCM Air Sample (Same Day)Each \$ 20.00

NIOSH 7402 TEM Air Sample (if required)Each \$ 125.00

Bulk Samples*: (24 hour Turn Around Time)

PLM Bulk sample with Analysis.....Each \$ 12.00

TEM Bulk sample with Analysis.....Each \$ 32.00

PSI

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NOB Bulk sample with PLM Analysis.....Each \$ 25.00

Other Expenses*:

Trip Charge For Project Manager Visits OnlyEach \$ 60.00

Monitoring Close Out Report (per structure)LS \$ 350.00

Shipping Overnight to out of area labs (if needed)Each \$ 15.00 *

*weekend
delivery
only.
No charge
for weekday
delivery.

PSI
99
4-11-19

Professional Service Industries, Inc.

Name / Address of Company Submitting Proposal

104 Erie Blvd. Schenectady, NY 12305

John J. Tranter

Authorized Representative Submitting Proposal (name printed)

John J. Tranter

Authorized Representative Submitting Proposal (signature)

Manager

Authorized Representative Submitting Proposal - Title

Contact Numbers:

Telephone - 518-377-9841

Cellphone - 518-365-1557

Fax - 518-377-9847

E-mail Address - John.Tranter@intertek.com

Address - 104 Erie Blvd.

Schenectady, NY 12305

Date - 4-10-19