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AGREEMENT

BY AND BETWEEN

THE CITY OF TROY

AND THE

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

CITY OF TROY UNIT

RENSSELAER COUNTY LOCAL 842

JANUARY 1, 2002 - DECEMBER 31, 2006

**RECEIVED**

AUG 23 2002

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

248 employees

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AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2002.

BY AND BETWEEN  
THE CITY OF TROY,  
(hereinafter referred to as the  
"Employer" or "City")

and

The Civil Service Employees Association, Inc.  
The City of Troy Unit  
The Rensselaer County Local 842  
(hereinafter referred to as the  
"CSEA" or the "Union")

#### ARTICLE I / PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful relations between the City of Troy, New York, the employees and the Union.

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

To these ends the City of Troy and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives on all levels and among all employees.

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

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

#### ARTICLE II / RECOGNITION AND BARGAINING UNIT

- A. Pursuant to and in accordance with all applicable provisions of the Civil Service Law of the State of New York, as amended, the City does hereby recognize the City of Troy Unit of the Rensselaer County Local of the Civil Service Employees Association, Inc., hereinafter referred to as the

"Union" or the "CSEA", as exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment, for the term of this Agreement, of all employees included in personnel classification as set forth in Schedule "A" hereto annexed.

Employees of the City of Troy excluded from the bargaining unit include:

Elected Officials;

Temporary, Part-time, and Seasonal Employees;

Department Heads;

Shield Police and Fire Personnel;

Exempt Employees. Such excluded positions are:

Mayor and City Council

Confidential Assistant to the Mayor

Confidential Secretary to the Mayor

Deputy Mayor

Budget Officer

Deputy Director of Management and Budget

Personnel Director (Personnel Officer)

Personnel Associate

Civil Service Commissioners

Executive Secretary to the Civil Service Commission

Comptroller

Deputy Comptroller for Financial Operations

Corporation Counsel

First Deputy Corporation Counsel

Deputy Corporation Counsel

Deputy Corporation Counsel - Part-time

Confidential Secretary to Corporation Counsel

Commissioner of Public Works

Deputy Commissioner of Public Works

Commissioner of Public Utilities

Deputy Commissioner of Public Utilities

Commissioner of Recreation

School Traffic Officer

City Clerk

Deputy City Clerk

Budget Officer

Auditor

Treasurer

Assessor

Commissioner of Public Safety

Policy Analyst

City Engineer

Commissioner of Planning & Community Development

Chief Water Plant Operator

Superintendent of Water and Sewer

Director of Information Services

Legislative Assistant

Secretary to the Council President

Confidential Secretary to Public Safety Commissioner

Golf Professional

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

### ARTICLE III / REPRESENTATION

- A. The employees of the bargaining unit shall be represented by a committee of not more than five (5) employees, one of whom shall be chairman of the Negotiating Team. Additional representation may be provided by the County Local or CSEA, Inc.
- B. The City shall be represented by a committee composed of not more than five (5) individuals, one of whom shall be chairman of the negotiating team.
- C. Within ten (10) days following the effective date of this Agreement the Union shall provide a written list of names and titles of its respective representatives, and will provide notice of changes within ten (10) days of their occurrence.
- D. It shall be agreed by both parties that compensation for hours spent negotiating will not be deducted from or credited to the normal working hours of the bargaining unit member. Consistent with the maintenance of an adequate and skilled work force, schedules of members of the negotiating team may be adjusted so as to accommodate negotiating during working hours.
- E. The Employer recognizes the right of the employees to designate representatives of the Civil Service Employees Association, Inc. to appear on their behalf to discuss salaries, working conditions, grievances and disputes as to the terms and conditions of this contract and to visit employees during working hours. Such employee representatives shall also be permitted to appear at public hearings before the legislative body upon request of the employees.
- F. Employees who are designated or elected for the purpose of adjusting grievances or assisting in the Administration of this Agreement shall be permitted a reasonable amount of time free from their regular duties to fulfill these obligations. Prior to leaving his/her work station for the above purpose such individual will report to his/her Department Head or immediate supervisor. The purpose of such released time shall be the maintenance of harmonious and cooperative relations between the Employer and the employees and the uninterrupted operation of government.

### ARTICLE IV / MANAGEMENT RIGHTS AND RESPONSIBILITIES

- A. It is recognized that the government and management of the City, the control and management of its properties and the maintenance of municipal functions and operations are reserved to the City, and that all lawful prerogatives of the City, shall remain and shall be solely and exclusively the City's right. Both management rights and responsibilities belong solely and exclusively to the City and are hereby recognized. Paramount among these rights, but by no means all-inclusive, are the rights involving public policy, determination of the mission purposes and duties of the various departments and bureaus within the City, their budgets, organization, number of employees, and the numbers, types and grades of positions of employees assigned to an organization unit work project, tour of duty, technology of performing the work and internal security practices, the rights to manage and direct work forces, to decide the number and location of plants, stations and other facilities, to determine the work to be performed within the unit, maintenance and repair, amount of supervision necessary, machinery and tool equipment, work methods, practices and procedures, schedules of work together with the selection, procurement, designing, engineering and the control of equipment

and material in order to operate and manage its affairs in all respects in accordance to law, except as limited by this agreement.

- B. It is further recognized that the City shall have the exclusive right to adopt, revise and enforce departmental and working rules and regulations and practices and to carry out cost and general improvement programs including the right to hire, suspend, demote, discharge or take other disciplinary action against employees for just cause, to assign, promote or transfer, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work or funds, or for other legitimate reasons, except as limited by provisions of this Agreement.
- C. No policies or procedures covered or language used in this Agreement shall be construed as delegating to others or as reducing or abridging any of the authority conferred on the City or its officials by the City Charter.
  - 1. The Charter responsibility of the Mayor, Chief Executive Officer of the City for enforcing the laws of the State and the City, exercising supervision and control over executive departments of the City, to prepare and submit an annual budget, to direct the proper performance of all City departments and to carry out all other Charter responsibilities and provisions.
  - 2. The responsibility of the Mayor and City Council for the enactment of ordinances, resolutions and the appropriation of money.
  - 3. The responsibility of the City, for determining classification, status and tenure of members, establishing rules, initiating promotions and disciplinary actions, certifying payrolls and reviewing of appointments in the City's service.
- D. The City shall provide equality of opportunity, consideration and treatment of all members. of the bargaining unit and shall establish policies and regulations that will insure such equality of opportunity, consideration, and treatment of all members employed by the City in all phases of the employment process.
- E. The Union recognizes that the City has statutory and charter rights and obligations in contracting for matters relating to municipal operations. The right of contracting or subcontracting is solely vested in the City.

#### ARTICLE V / RIGHTS OF CSEA

- A. The Union shall have, as provided by the Civil Service Law, the sole and exclusive right to designate its own representative and to appear before any appropriate official of the Employer to effect such representation, to direct, manage, and govern its own affairs, to determine those matters which the membership wishes to negotiate and to pursue all such objectives free from any interference, restraint, coercion or discrimination by the Employer and shall have the right to pursue any matter or issue including but not limited to the grievance and appeal procedure in this Agreement and to pursue any matter or issue to any court or competent jurisdiction, which ever is appropriate, except as otherwise limited by this Agreement.
- B. There shall be delivered to the Unit President, upon request, a copy of the proposed City budget immediately after delivery to and before adoption by the City Council.
- C. The Union shall be permitted the use of City photocopy machines on a cost reimbursement basis.



- D. The Union may provide a bulletin board(s) in the non-public area of such buildings and locations therein' as are mutually agreed upon by the Union and the Mayor. The Union agrees to maintain said bulletin boards in a state of good repair. The bulletin board(s) are to be used for notices of Union meetings, Union elections and results, and Union social functions.
- E. The union shall be entitled to receive all personnel action forms pertaining to the bargaining unit upon request. The City shall have a reasonable period of time to comply with the request. On or before October 1, of each year, the City will send a listing of all bargaining unit members and their seniority to the CSEA Unit President.
- F. The Union shall be permitted to use City Hall conference rooms for purposes related to its representatives' responsibilities, on a space available basis.
- G. Union officers, representatives and delegates will be allowed leave with pay to participate in and attend conferences and conventions of the Civil Service Employees Association, Inc. At no time will more than five (5) members be absent for this purpose. The employee(s), (officer, representative, or delegate) will notify his/her Department Head in writing as soon as the elected officials are notified, normally not less than ten (10) working days in advance of the conferences or conventions.
- H. The Union shall be permitted the use of the City postage machine on a cost advancement basis.

**ARTICLE VI / JOINT RESPONSIBILITIES - NO STRIKE - NO LOCKOUT**

- A. The Union will neither cause or authorize or permit its members to cause nor will any member of the bargaining unit take part in any strike, stay-in or slowdown, or in any curtailment of work or restriction of production or interference with the operations of the City during the term of this Agreement, or during any period of time while negotiations are in progress for the continuance or renewal of this Agreement.
- B. In the event of a strike, work stoppage, job action or other prohibited activity, the Union shall immediately instruct the involved employees in writing that their conduct is in violation of the Agreement that they may be disciplined, and instruct all such persons to immediately cease the offending conduct.
- C. The City will not lockout employees during the term of this Agreement.

**ARTICLE VII / RIGHTS OF EMPLOYEES**

**A. UNION ACTIVITIES**

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

**B. REPRESENTATION**

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

C. UNIFORMS AND LOCKERS

Uniforms (five long-sleeved shirts, five short sleeved shirts, and five trousers) and lockers shall be provided and maintained by the City for personnel (excluding office personnel) of the following departments:

Public Safety - Police and Fire Garage

Public Utilities - Water and Sewer;

Public Works - Streets, Sanitation, Facilities, Central Garage, Traffic Control

Recreation Department - Maintenance

Newly appointed personnel required to wear a uniform shall be provided a uniform as soon as the same can be made available by the supplier.

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

D. CITY HALL EMPLOYEE PARKING

The City shall provide parking space for City Hall employees without cost including any available spaces at the State Street parking garage. A committee composed of two (2) CSEA representatives, the Mayor, and another designated by the Mayor, shall meet for the purpose of determining and allocating the amount and location of parking spaces to be available for City Hall employees. In addition, the City agrees to discuss any safety issues that CSEA Unit members might raise regarding their parking at the State St. Garage. The City agrees to provide at least four (4) parking spaces at City Hall which will be designated for handicapped parking.

E. TUITION REIMBURSEMENT

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

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

F. COMPENSATION FOR PERSONAL AUTOMOBILE USE

Employees who are authorized to use their personal automobile for City purposes shall be compensated therefor at the rate established by the Internal Revenue Service.

G. COPIES OF AGREEMENT

The City will provide each employee, upon request, with a copy of this Agreement within sixty days of its approval by the City Council.

H. PERSONAL HISTORY FOLDERS

A personal history folder shall be maintained by the City in the Personnel Office for each employee.

1. Each employee shall have the right to review his/her personal history folder.
2. Any material related to an employee's work performance shall not be filed in his/her personal history folder unless the employee is provided with a copy.
3. An employee may submit for inclusion in his/her personal history folder, a response to anything in the folder which he/she considers adverse.
4. The union may represent an employee in connection with Item 1, providing the employee has so notified the Personnel Director in writing.
5. Any material related to an employee's work performance which is of a disciplinary nature shall not remain in his/her file for over a two (2) year period, provided that no disciplinary action has taken place during the two (2) year period.

I. SAFETY GLASSES

The City shall provide safety glasses for employees of the following departments who are required to work with chemicals, tools, or machinery potentially dangerous to human eyes:

Public Utilities - Water and Sewer

Public Works - Facilities Maintenance and Central Garage

Recreation - Maintenance

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

J. FOUL WEATHER CLOTHING

The City shall provide rain coats, rain hats or hoods and boots for employees of the following departments when said employees are required to work outdoors under inclement weather conditions;

Public Utilities - Water and Sewer

Public Works - Streets, Sanitation, Traffic Control, Central Garage, and Facility Maintenance

Recreation - Maintenance

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

### ARTICLE VIII / DISCIPLINARY PROCEDURE

- A This procedure shall serve as the only method of resolving challenges to disciplinary action, wholly replacing the statutory provisions provided in Section 75 and 76 of Civil Service Law.
- B This entire disciplinary procedure shall apply to all persons currently subject to Section 75 and 76 of the Civil Service Law and, in addition, shall apply to those non-competitive class employees described in Section 75 (a) (c) who, since last entry into the City service, have completed at least one (1) year continuous service in the non-competitive class, and those persons in the labor class who, since last entry into the City service, have completed at least one (1) year of continuous service in the labor class.
- C No employee shall be disciplined except for just cause, which shall include, but not be limited to, incompetence or misconduct. Such employee shall be served with a written notice of the action and the reason for it. Simultaneously, a copy of the notice shall be sent to the CSEA Unit President.
- D An employee shall not be disciplined for acts, except those which would constitute a crime, which occurred more than one (1) year prior to the notice of imposition of discipline.
- E Appeal of Disciplinary Action:
  - 1) If CSEA disagrees with the disciplinary action, the Unit President or the CSEA Labor Relations Specialist may appeal the matter, in writing, to the Personnel Director. The appeal must be submitted, in writing, within ten (10) working days from receiving the notice of discipline. Failure to submit the appeal within said ten (10) working days shall make the matter ineligible for further appeal under this Article or any other procedure.
  - 2) Within ten (10) working days after receiving the appeal, the Personnel Director or his designee shall meet with the disciplined employee and the designated representative of CSEA. Within ten (10) working days after said meeting, the Personnel Director or his designee shall issue a written response. Said response shall be given to the Unit President.
  - 3) If CSEA is not satisfied with the response of the Personnel Director or in the event an employee been suspended without pay or has been terminated as a result of discipline, CSEA may elect to submit the matter to arbitration by filing a demand for arbitration with the New York State Public Employment Relations Board in accordance with its rules and procedures. The demand for arbitration must be filed within ten (10) working days from receiving the response from the Personnel Director or when the response should have been received. Failure to file the demand within said ten (10) working days shall make the matter ineligible for arbitration or any other appeal and the case will be deemed to be closed.
- F All decisions rendered in such arbitration shall be final and binding upon both parties.
- G The arbitrator's fees shall be shared equally by CSEA and the Employer.
- H Days as used herein, shall mean working days, excluding Saturday, Sunday and holidays.
- I Time periods used herein may be extended when mutually agreed upon.

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

## K. EMPLOYEE RIGHTS

1. An employee shall be entitled to representation by the Union or an attorney at each step of the disciplinary procedure.
2. No employee shall be required to submit to an interrogation (electronic or otherwise) before a contemplated notice of discipline or request for resignation, or after a notice of discipline has been served upon him/her unless he/she is notified in advance in compliance with the provisions hereinafter set forth and he/she is afforded the opportunity of having a Union representative present and apprised in writing of all rights set forth herein.
3. In all disciplinary proceedings, the employee shall be presumed innocent until proven guilty.
4. An employee shall not be coerced, intimidated, or suffer any reprisals whether directly or indirectly that may adversely affect his/her hours, wages, or working conditions as the result of the exercise of his/her rights under this Article.

## L. Resignation

1. An employee who is advised that he/she is alleged to be guilty of misconduct or incompetence and is therefore requested to resign shall be given a statement written on the resignation form stating:
  - a. That he/she has a right to consult a representative of the Union or an attorney before executing the resignation and period of time not to exceed ten (10) days will be afforded for such purposes.
  - b. That he/she may decline the request to resign and that in lieu thereof a Notice of Discipline must be served upon him/her before any disciplinary action or penalty may be imposed pursuant to the procedure provided in the Agreement between the City and the Union.
  - c. That in the event a Notice of Discipline is served, he/she has the right to respond to such Notice by filing an appeal.
  - d. That such disciplinary procedure terminates in binding arbitration.
  - e. That the Agreement provides further that he/she would have the right to representation at every stage of the procedure.

Step Two - Department Head: The grievant and or/CSEA, if not satisfied with the decision in Step One, may within ten (10) working days request a review by the department head or his/her designee.

The immediate supervisor shall meet with the parties to resolve the grievance within five (5) working days. After the meeting he/she shall render a written decision within five (5) working days.

Step One - Immediate Supervisor: An employee who claims to have a grievance or CSEA shall present said grievance, in writing, to the employee's supervisor within five (5) working days of its occurrence, or of when an employee becomes aware of it.

3. Presentation:

2. Rights of Union: Upon request, CSEA shall receive a copy of any written grievance, including supporting materials attached thereto and submitted therewith and/or any decision rendered pursuant to this procedure.

F. "Days" shall mean working days, i.e., all days other than Saturday, Sunday and Holidays, which shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this procedure.

E. "Supervisor" shall mean the employee on the next higher level of authority above the employee in the department wherein the grievance exists and who normally assigns and supervises the employee's work.

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

C. "Union" shall mean the Civil Service Employees Association and its representatives.

B. "Employer" shall mean the City of Troy and its representatives.

A. "Employee" shall mean any person(s) covered by this Agreement as provided for under Article 2.

I. Definitions:

PREAMBLE: It is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to grievance through procedures under which parties may present grievances free from coercion, restraint, and/or reprisal.

ARTICLE IX / GRIEVANCE PROCEDURE

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

Such request is to be in writing with a copy to the immediate supervisor. The department head or his/her designee shall convene a conference within five (5) working days after receipt of the request for said conference. The department head or his/her designee shall render a decision in writing within five (5) working days after the conclusion of the conference, with copies to the grievant and CSEA.

**Step Three - Personnel Director:** If the grievance is not resolved the grievant may appeal the matter to the Personnel Director. The appeal must be submitted, in writing, within ten (10) working, days from receiving the response from the department head.

Within ten (10) working days after receiving the appeal, the Personnel Director shall meet with the CSEA Unit President to review the grievance for a resolution thereof. Within ten (10) working days after said meeting, the Personnel Director shall issue a written response. Said response shall be given to the CSEA Unit President. If the grievance is not resolved, it may be moved to Step Four, Binding Arbitration, provided a Demand For Arbitration from CSEA is received by the Personnel Director within thirty (30) working days of the receipt of the Step Three determination.

**Step Four - Binding Arbitration:** In the case of grievances concerning the interpretation of this Agreement or breaches or claimed breaches thereof, CSEA may appeal to arbitration an unsatisfactory decision at Step Three in accordance with the rules of the Public Employment Relations Board. The decision arrived at shall be final and binding upon both parties to the agreement, subject to appeal in accordance with the terms of Article 75 of the CPLR. Compliance with the time limits and procedure specified in the grievance procedure shall be a condition precedent to arbitration.

4. The fees and expenses of the arbitration shall be borne equally by the parties.

The arbitrator shall hold a hearing within twenty (20) working days after he/she has been selected and should render a decision within twenty (20) working days after the hearing has been concluded.

The arbitrator shall have no power to add to, subtract from or change any of the provisions of this Agreement, nor to render any decision which contravenes established law, regulation or ordinance.

5. General Considerations:

All grievance discussions, meetings, conferences and hearings shall be conducted as much as possible during the normal work day.

The time limits at any step may be extended by written mutual consent of the parties.

#### **ARTICLE X / CSEA PAYROLL DEDUCTIONS**

- A. The City agrees to deduct Union membership dues, insurance premiums and credit union contributions from the pay of each member of the bargaining unit who executed or has executed a written authorization thereof.
- B. A properly executed copy of such Authorization for Payroll Deduction form for each member of the bargaining unit for whom membership dues, credit union contributions, and insurance premiums are to be deducted hereunder shall be delivered to the City before any payroll deductions are made and shall become effective with the first full payroll after the application is tendered to the City.

- C. Dues deductions for any calendar month shall be remitted to Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York, or in the case of auto and homeowners insurance premiums to the local address of the insurance carrier not later than the 10th day following the calendar month in which the deduction was made. The City shall furnish the designated financial officer of the Union monthly with the list of those for whom the Union has submitted signed Authorization for Payroll Deduction form, the City shall include this information and reason for this with its list to the designated-financial officer of the Union.
- D. Any dispute which may arise as to whether or not an employee properly executed or properly revoked an Authorization for Payroll Deduction form shall be reviewed with the Union and a designated representative of the City. Should this review not dispose of the matter, the dispute may be referred to the Grievance Procedure. Until the matter is disposed of, no further deduction shall be made.
- E. Membership in the Union shall not be a condition of employment or a preference in the continuation of employment; however, the Union shall be entitled to the benefit of the provisions of the agency shop legislation enacted by the Legislature of New York State (1979) and as the same may hereafter be amended, upon attainment of membership equal to seventy percent (70%) of the bargaining employees and for such annual periods as the Union maintains said percentage membership, upon full compliance by the Union with the terms and provisions of said legislation. The Union agrees to save and hold harmless the City from any and all monetary liability and damages, punitive or otherwise, which the City may incur or which may be imposed upon it, by any Federal or State Court or charge against the City in or before any such court or agency as a result of the implementation of the provisions of this agency shop Agreement.
- F. The City shall not be liable by reason of the requirements of this Agreement for remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.

#### ARTICLE XI / PERMANENT EMPLOYEES

- A. New employees in the competitive class shall serve a probationary period of not less than twenty-six (26) weeks from the date of employment from an eligible Civil Service list.
- B. New employees in the labor and non-competitive class shall serve a one(1) year probationary period to begin with the date of employment.
- C. Prior to the completion of the minimum probationary period(s) as set forth in paragraphs "A" and "B" hereof or extension thereof, the employee in the competitive class shall be either terminated or confirmed as permanent. Failure of an employee to be confirmed as permanent shall not be subject to the grievance procedure. Upon completion of the one (1) year probationary period, the employees in the non-competitive and labor classes shall be granted tenure.
- D. A permanent employee accepting a promotional appointment shall serve a probationary period of twelve (12) calendar weeks. At any time during the probationary period, the Mayor may remove an employee whose performance does not meet the required work standards.

Any employee on probation in a promotional appointment shall have the right to return to his/her previous appointments if the Mayor decides to remove him/her from the promotional appointment during the period because the employee does not meet the required work standards.



- E. During the probationary period of a promotional appointment, the probationary employee may, without prejudice, revert back to his/her former classification.
- F. Subject to all other provisions of this Article, excepting only Section "D" hereof, as job vacancies occur assignment to higher rated non-competitive positions shall be offered to employees holding non-competitive positions on a seniority basis within the department where the vacancy exists. Assignments to such positions shall be on a trial basis of sixty (60) working days, or as may be extended by mutual agreement.
- G. The City will request that a promotional examination in a series be held, when and if applicable, at the same time a companion open competitive examination is held. Preference in appointment will be made from the promotional examination eligibility list. In the absence of an eligibility list, the filling of such positions provisionally shall be on a seniority basis.

### ARTICLE XII / SENIORITY

- A. Seniority shall begin with the most recent date of entering the service with the City in a full-time classified position. Two or more persons who entered the service on the same day shall, when necessary, have their relative seniority determined by lot.
- B. In the event of a reduction in the work force, the employee with the least seniority within the classification shall be the first laid off. This section shall be subject to Civil Service regulations regarding Veterans and Disabled Veterans.
- C. In the event of a recall within six (6) months, the last employee laid off will be the first rehired. The laid off employee has the responsibility to notify the City of any change of address or telephone number which may occur during the layoff. The City shall give notice by registered or certified mail to the last known address. In the event of no response within ten (10) calendar days of receipt the employee shall be deemed to have resigned.

Employees who hold positions in the Competitive Class shall have those rights which are provided to them in the NYS Civil Service Law, and the regulations of the Troy Civil Service Commission. Employees who have been employed in the Non-Competitive or Labor Class for at least one year, whose position has been eliminated, shall have the right to retreat to the last title they held, provided that either:

- a. the position is currently occupied and the retreating employee has more seniority than the current occupant of the position;(Veterans and Disabled Veterans in the non-competitive and Labor Classes shall receive the same additional seniority credits as are allowed in the Competitive Class.)
- or
- b. the position is vacant, but not scheduled to be abolished.

Employees in the Competitive class, who have no bumping and/or retreat rights under the Civil Service Law, shall have the opportunity to retreat to the last title they held in either the Non-Competitive or Labor Class, provided that the same conditions in paragraph a or b, directly above, are met. If such Competitive Class employee has bumping or retreating rights within the competitive class, he/she must exercise those rights, and they have no additional rights under this section. No Competitive Class employee shall have any bumping or retreating rights within the Competitive Class other than those guaranteed by Civil Service Law. Nothing in this section obligates the City to create a position in order to provide any employee with the opportunity to retreat or bump.

- D. Employees shall lose their seniority for the following reasons:
  1. Discharge if not reversed.
  2. An employee absent for three (3) consecutive normally scheduled work days without notification of valid reason to the City, and who has no legitimate reason for not notifying the City of his/her absence, may be considered as having resigned.
  3. Unexcused failure to report to work when recalled from layoff.
  4. Unexcused failure to return to work after expiration of a formal leave of absence.
  5. Retirement.
- E. Seniority shall be used for the purpose of selection of vacation, personal leave days and compensatory time off.
- F. Employees out on worker's compensation leave shall maintain their seniority for up to one year. For any period of workers compensation leave exceeding one year, the period of any such absence shall be deducted from the employee's seniority.
- G. The City must provide a roster listing of seniority for every department by October 1 of each year. This roster will be used for the purposes of overtime.
- H. The roster listing will be updated, by the City, every six (6) months and posted conspicuously.

**ARTICLE XIII / CLASSIFICATION, GRADES, AND ECONOMIC CONSIDERATION**

Wages, salaries, longevity payments, and matter of economic consideration shall be as set forth in Schedule "A", hereto annexed. Personnel classification, pay grades, etc. shall be updated in accordance with Civil Service specifications. Prior to the City's requesting the Civil Service Commission to reclassify a position, the City will notify the CSEA Chapter President of its request and of the date, time and place of the Commission's meeting to consider the request.

**ARTICLE XIV / HOURS OF WORK AND OVERTIME WORK**

- A. The regular work week of employees as listed shall be forty (40) hours, within a period of seven (7) consecutive calendar days, beginning at 12:01 a.m. on Monday.

**PUBLIC WORKS**

Streets	7:00 a.m. to 3:30 p.m.
Facility Maintenance (DPW Garage)	7:00 a.m. to 3:30 p.m.
Central Garage	7:00 a.m. to 3:30 p.m.
Sanitation (DPW Garage)	7:00 a.m. to 3:30 p.m.
Traffic Control	7:00 a.m. to 3:30 p.m.
Facility Maintenance (City Hall)	7:00 a.m. to 3:30 p.m. OR 2:00 p.m. to 10:30 p.m. Meeting Nights

**PUBLIC UTILITIES**

Transmission, Dist., and Sewers	7:00 a.m. to 3:30 p.m.
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RECREATION

Maintenance Bureau	7:00 a.m. to 3:30 p.m. Knickerbacker facility 7 day/week operation five 8 hour days or four 10 hour days.
Program Facilities Bureau	6:00 a.m. to 2:00 p.m. Seven day week operation five 8 hour days or four 10 hour days.

The lunch period for each of the above groups shall be thirty (30) minutes.

- B. The regular work week of employees as listed shall be forty (40) hours, within a period of seven (7) consecutive -calendar days, beginning at 12:01 am. on Monday, excepting purification operators whose work week averages forty (40) hours.

PUBLIC UTILITIES

Purification - Operators	12 Midnight to 8:00 a.m. 8:00 a.m. to 4:00 p.m. 4:00 p.m. to 12 Midnight
Purification – Maintenance	8:00 a.m. to 4:00 p.m. (7:00 a.m. to 3:00 p.m. during July and August at option of majority indicated by vote in may)

PUBLIC SAFETY

Parking Meter Attendants	9:00 a.m. to 5:00 p.m.
Police and Fire Garages	7:00 a.m. to 3:00 p.m.

The lunch period for each of the above shall be included in the regular shift working hours.

Community Service Officers shall be scheduled so that the average calendar work week per employee does not exceed thirty-five (35) hours. Work shifts may not necessarily conform to the work week Monday through Friday, and work on Saturdays and Sundays within the thirty-five (35) hour average limitation shall not be considered overtime work.

Community Service Officers assigned to police substations shall work a regular Monday through Friday shift either 8 00 AM to 4 00 PM or 4 00 PM to Midnight.

- C. The regular work week for personnel of the following offices shall be thirty-five (35) hours, within the period Monday through Friday, beginning at 12:01 a.m. on Monday:

Hours 8:30 a.m. to 4:30 p.m.

Assessor	Corporation Counsel
Auditor	Planning & Community Development
Building Maintenance	Public Safety
City Clerk	Public Works Office
City Engineer	Purchasing
Civil Service	Recreation
Code Enforcement	Treasurer
Comptroller	Vital Statistics
Information Services	

Lunch periods for each of the above shall be one (1) hour.

### PUBLIC UTILITIES ADMINISTRATION

Hours 8:30 a.m. to 4:00 p.m.

Lunch periods for the above shall be thirty (30) minutes.

- D. Operations that require seven (7) days per week scheduling shall be scheduled so that the average calendar work week per employee does not exceed forty (40) hours. Work shifts may not necessarily conform to the work week Monday through Friday. Such operations shall include, but not be limited to, the Department of Public Utilities, Public Works, Recreation.
- E. Where the regular schedule of department operations requires work on a seven (7) day work schedule, work on Saturdays and Sundays within the forty (40) hour average limitations shall not be considered overtime work.
- F. The parties may mutually agree to change any established work schedule through the Labor/Management Committee. No change shall occur until such mutual agreement is reached and reduced to writing.
- G. All employees except clerical and City Hall based employees will be paid one-and-one half (1 1/2) times their regular hourly rate when authorized by the City in the following instances:
1. Time worked in excess of eight (8) hours in any one day;
  2. Time worked in excess of forty (40) hours in any one week;
  3. Employees may elect to receive compensatory time off, on a time and one-half basis if approved by the Department Head.
- H. (1) The overtime rate (time and one-half) shall contain all inclusions mandated by the Fair Labor Standards Act and shall be computed by dividing the employee's annual wage, plus statutory inclusions by 2000.
- (2) Two times the regular rate of pay shall be computed by dividing the employee's annual wage, without statutory inclusions mandated by the FLSA, by 2000 and multiplying the resulting figure by 2.

- (3) Three times the regular rate of pay shall be computed by dividing the employee's annual wage, without statutory inclusions mandated by the FLSA, by 2000 and multiplying the resulting figure by 3.
- I. Clerical and City Hall based employees shall receive compensatory time off on a time and on-half basis when authorized by the City in the following instances:
1. Time worked in, excess of seven (7) hours in any one day;
  2. Time worked in excess of thirty-five (35) hours in any one week;
  3. Any compensatory time off earned, but not taken by December 31 in the year earned, shall be paid to the employee by February 1 of the following year. Payment shall be at the rate of pay in effect at the time that compensatory time was earned.
- J. Any work performed on holidays shall be paid at three (3) times the regular rate of pay or two (2) times the rate of pay and be granted a day of compensatory time for hours worked. Any work performed on Sundays shall be paid at the rate of two (2) times the regular rate of pay for hours worked.
- K. Time granted for leave with pay during the work week under consideration for overtime pay, shall be included as time worked in the computation of forty (40) hours worked. Time not covered by leave with pay shall not be included as time worked in the computation of forty (40) hours worked.
- L. When work must be scheduled outside of the regularly scheduled shifts or workweeks, the employee shall report for such work when notified by the City unless excused for good cause by his/her Bureau or Department Head.
- M. There will be no duplication of overtime for the same hours worked.
- N. Employees who are required to work Saturday or Sunday as part of the regular work week are not to be paid overtime for said work; however, they will be paid on their normal days off at the rate of time and one-half for the first day and double time for the second day.
- O. An Employee required to be on call for emergency purposes shall be guaranteed a minimum of two (2) hours pay per week at time and one-half his/her regular hourly rate. Additionally, an employee who is on-call shall be paid a two (2) hour minimum (i.e. employee works one hour and fifteen minutes, he/she is paid for two hours).
- P. The City shall notify the Union at least seven (7) days in advance of any change in working methods or working conditions, except where such change is required because of an emergency or major disaster over which the City has no control.
- Q. When emergency conditions require employees of a department to work outside of, or in addition to, their regular schedule, a departmental emergency call-in procedure shall be followed. The procedure to be followed in both emergency and non-emergency overtime assignments is contained in Schedule C
- R. Any employee working an overlapping shift (i.e., part of the time in the afternoon and part in the evening) will receive the differential for each shift. This provision will not apply to situations of overtime.

- S. All members of the bargaining unit shall receive 30 minutes of break time each work day as determined by the Department Head after consultation with members of the bargaining unit. Any issue which may arise with respect to the implementation of breaks must initially proceed through Article XIX (C), Special Conferences, of the Collective Bargaining Agreement.

**ARTICLE XV / Employee Leaves**

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

<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

Employees must work 6 (six) months to be eligible for accruals.

Vacation time will accrue on a monthly basis. Each full-time employee will receive one-twelfth (1/12) of their vacation time rounded down to the nearest quarter of an hour each month providing the employee works (receives pay) at least fifteen (15) days each month. The time accrual system will automatically compensate for rounding to ensure the employee receives the designated amount of vacation time and this adjustment is referred to as a vacation bump.

For employees hired before 1977, they will receive their vacation accrual on the first of every month with January 1, of the year of their adjusted date as a vacation accrual anniversary date.

For employees hired after 1977, they will receive their vacation accrual on their anniversary day of each month. Their adjusted hire date will be used as their vacation accrual anniversary date.

- B. Employees shall receive credit for a month worked for every month in which they work or receive regular compensation for fifteen (15) work days or 120 hours. Time lost by an employee by reason of absence without pay shall not be considered in computing earned credits for vacation leave. The fifteen (15) required work days will be figured from the employees vacation accrual anniversary date to the next months vacation accrual anniversary date.
- C. 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.
- D. An employee scheduled for vacation leave who becomes ill or incapacitated prior to the start of such vacation leave, shall have the right to postpone his/her vacation leave until he/she is physically able, and rescheduling by the immediate supervisor can be arranged.
- E. Vacation leave schedules shall be assigned by the City so as to permit the continued operation of all City functions, without interference. Employees will be given preference, whenever practical, by seniority to select available vacation leave periods for their allowable vacations. Available vacation leave period schedules shall be posted prior to April 1 of each year, and except in emergencies shall be changed only by mutual agreement.

- F. Vacation leave shall be scheduled in weekly periods. Vacation leave up to a maximum of five (5) days per year may be taken in daily units after twelve (12) months service.
- G. Vacation leave may not be allowed at any time in advance of earned time.
- H. Vacation pay shall be at the employee's hourly rate or salary at the time the vacation is taken.
- I. Employees shall be entitled to compensation for unused vacation leave in any of the following instances:
  1. Any regular employee who gives at least five (5) working days written notice regarding termination of his/her employment with the City shall be entitled to compensation for any unused portion of vacation leave time, 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.
  3. Any regular employee who enters military service shall be entitled to compensation for unused vacation leave time at the time he leaves the City to enter military service.
  4. By mutual written agreement between the Mayor and the employee, the employee may be compensated for a portion of his/her unused vacation leave credits.
  5. Any regular employee entitled to vacation leave time who may die prior to his/her receipt of said benefit shall have an amount equivalent to his/her pay for such unused vacation leave time paid to his/her next-of-kin or estate.
  6. When computing compensation for unused vacation leave, the rate of pay in effect during the months in which the vacation leave is used shall be the rate at which compensation shall be computed.
- J. A leave of absence without pay, or a resignation followed by reinstatement or reemployment in City service within one (1) year following such resignation, shall not constitute an interruption of continuous service for the purpose of this section; provided, however, that leave without pay of the period between resignation and reinstatement or reemployment, during which the employee is not in City service shall not be counted in determining eligibility for additional vacation leave credits under this section.
- K. Employees may utilize earned vacation leave credits in case of illness or death of family members other than those defined under the sick leave provisions of this Agreement as "immediate family". Advance notice of not less than twenty-four (24) hours shall be provided when possible.

#### 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 Workers Compensation Act. Sick leave shall not be considered a privilege which an employee may use at his discretion, but shall be allowed only in case of necessity and actual sickness or disability of the employee. Abuse of sick leave privilege or falsification of illness or disability will result in disciplinary action up to and including discharge.

- B. Employees shall earn sick leave credits at the rate of one (1) day, not to exceed the number of hours in their regular work day, per month up to a total of one hundred and eighty (180) days. Paid leave days covered in this Agreement shall be considered as days worked for accumulation of sick leave credits. Sick leave shall be computed from the first full working day of the employee. However, no 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. Employees shall receive sick leave credit for a month worked for every month in which they work or receive regular compensation for fifteen (15) work days, or one hundred and twenty (120) hours. Time lost by an employee by reason of absence without pay shall not be considered in computing earned credits for sick leave.
- D. The amount of sick leave used by an employee shall be equal to the number of regularly scheduled hours he/she would otherwise have worked during his/her absence on such leave.
- E. If the employee so elects, after all accrued sick leave is used vacation leave may be used and payment made therefore to the extent of vacation leave accrued to which the employee is entitled as of such date.

F. Sick Leave Voluntary Donation Plan

1. A sick leave voluntary donation plan will be established to provide additional sick leave credits to employees who have exhausted their leave accruals because of serious illness or disability. The plan will enable eligible unit members in need to solicit sick days from other unit members.
2. The Unit President or designee, and the Personnel Director or designee (hereinafter known as the Committee) shall administer the plan. The Committee will require an employee who wishes to receive donations to submit a note from a physician which states the expected length of the disability. The Committee will send a solicitation to all departments on behalf of the disabled employee. Contributions to the plan shall be made in writing and signed by the employee on a form provided by the Committee.
3. To be eligible, an employee must have been employed for one year and have exhausted all of their accrued leave with the exception of 10 days of vacation leave.
4. All donations shall be in whole days. Furthermore, an 8-hr. sick day donated to a 7-hr. employee is one day, and vice versa. During each solicitation, unit members will be allowed to donate only one sick day. If the disabled employee is unable to return prior to the exhaustion of the donated time, additional solicitations will be made on their behalf up to a maximum of 120 days.
5. No employee shall be eligible to receive more than 120 days of donated sick leave in a 12-month period. An employee who requires more than 120 days shall be encouraged to apply for a disability retirement.
6. Any sick days donated but not used by an employee shall be returned to the donor.



7. The Committee may, in its sole discretion, modify the rules for the administration of the plan

- G. An employee absent on sick leave shall notify his/her immediate supervisor or designated call-in dispatcher of such absence and the reason therefor on the first day of such absence, prior to the beginning of his/her workshift. Where the work is such that a substitute may be required, earlier notification may be required, but not more than two (2) hours prior to the beginning of the employee's workshift. An employee must advise his/her supervisor of when he/she expects to return to work. Failure to comply with the requirements or notice of this paragraph shall make such absence considered as unauthorized leave. Only extreme major medical circumstances will allow the employee to be excused from the preceding requirements.
- H. Sick leave credits may be used in such units as the Department Head may approve, but shall not be used in units of less than two (2) hours.
- I. Employees may be required to produce a doctor's certificate after two (2) consecutive days of sickness or disability. However, when an employee has taken sick leave on three (3) non-consecutive days per quarter in each of two consecutive quarters, 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 of illness sufficient to justify the employee's absence from the performance of his/her duties, such absence may be considered as unauthorized leave and shall not be charged against accumulated sick leave credits.
- J. An employee shall be granted up to five (5) consecutive work days bereavement leave due to death in the immediate family during which period such employee shall sustain no loss of pay. For the purpose hereof "immediate family" shall include natural, foster, step-parents, or grandparents, children, grandchildren, brothers, sisters, spouse, father-in-law, mother-in-law, or any relative residing in such employee's household. Such leave shall not be cumulative.
- K. Sick leave will not be granted when absence is due to the use of narcotics or intoxicants, willful misconduct, or any illness or injury incurred while self-employed or employed by other than the City, except that sick leave may be used for time spent in an in-patient narcotics or alcohol treatment or rehabilitation program. Sick leave bank credits shall not be granted in these instances.
- L. An employee on sick leave may not work at other employment, without first reporting to his/her regular employment.
- M. When an employee is separated from service with the City for other than disciplinary reasons and is subsequently reinstated or reemployed 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 reemployed within two (2) years of the lay-off, that employee shall be reinstated or reemployed at the same level of benefits enjoyed at the time of the layoff.
- N. The current provisions of Section 41 (j) of the New York State Retirement and Social Security Law shall apply.
- O. When approved by the employee's Department Head, illness in the employee's immediate family may be charged against accumulated sick leave credits; provided, however, that charge for such absence shall not exceed three (3) work days per occurrence, with a maximum of ten (10) days in any one year. Proof of the need for such absences, satisfactory to the Department Head may be

required. Advance notice of not less than twenty-four (24) hour.-, shall be provided when possible. For the purposes of this section "immediate family" shall be defined as follows: mother, father ' sister, brother, wife, or husband, son or daughter, or a member of the immediate household.

- P. An employee who, for a period of six (6) consecutive calendar months does not take any sick leave shall have one (1) day of vacation leave credit added for each such period as earned.
- Q. There shall exist a committee consisting of six (6) members: three (3) of whom shall be appointed by the mayor and three (3) of whom shall be appointed by the CSEA (Troy Unit) President which committee shall review and make recommendations to the Mayor relative to sick leave use and abuse.

**Personal Leave**

- A. Employees hired prior to July 1, 1986 shall earn four (4) days personal leave each year. Except as provided below, such leave shall be credited January 1st and may be taken without giving a reason therefor.
- B. Such leave may be taken in not less than half (1/2) day units.
- C. To use personal leave, the employee must make a request to the Department Head as far in advance as practicable. The denial of personal leave requests shall be in writing and given within twenty-four (24) hours of request. Personal leave is not cumulative. Any personal leave not used by December 31 each year shall be converted to sick leave.
- D. Employees employed after July 1, 1986 shall earn personal leave according to the following schedule:

**Employee's Start Date Between  
January 1 - June 30**

**Employee's Start Date Between  
July 1 - December 31**

Earns two (2) days on July 1 of that same year

Earns three (3) days on the following January 1

Earns three (3) days on the following January 1

Earns three (3) days on the following January 1

Earns three (3) days on following January 1

Earns three (3) days on the following January 1

Earns four (4) days on the following January 1 and on each Successive January 1

Earns four (4) days on the following January 1 and on each successive January 1

- E. 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 Bureau Head at least twenty-four (24) hours in advance.

- F. An employee who chooses to remain with the City for three and one-half (3 1/2) 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.

#### Military Leave

- A. The City will abide by the reemployment rights as provided in the Selective Service Act and the New York State Military Law, as they are in effect or may be amended. Regular employees who are members of the National Guard or of a Military Reserve organization will be granted a leave of absence without pay if called to active duty.
- B. Employees who are members of the National Guard or any Military Reserve organization, and who are required to attend training sessions or other military duty shall be granted leave of absence with pay for a pay period not to exceed thirty (30) calendar or twenty-two (22) working days. Such term shall be extended without limitations for periods of declared emergency by the Governor of New York State. Such leave will not be charged to vacation or any other leave provisions in this Agreement.

#### Maternity Leave

- A. A pregnant employee, holding a position by permanent appointment upon written request, shall be granted a leave of absence without pay for a period of six (6) months, or until four (4) months after the birth, whichever is greater. Such leave may be extended by the Mayor up to a total of one (1) year.
- B. A physician's statement as to the fitness of the employee for the performance of her duties may be required at any time before her leave commences and may be required prior to her return to duty.

#### Jury 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 served on jury duty for one-half (1/2) day he/she is required to return to work for the remainder of the day.

#### Worker's Compensation Leave

- A. Worker's Compensation Leave shall mean leave required as a result of the employee incurring an employment related compensable illness or injury while in the employ of the City, as covered by the New York State Worker's Compensation Act.
- B. In order to be eligible for Worker's Compensation Leave, an employee shall immediately report any illness or injury however minor, to his/her immediate supervisor.
- C. Employees on Worker's Compensation Leave shall 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 Worker's Compensation Leave shall not accrue sick or vacation leave.

- D. Employees on Worker's 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 Worker's Compensation Law.

#### Leave of Absence Without Pay

- A. Department Heads may grant leaves of absence without pay to employees for periods up to ten (10) consecutive days, not to exceed more than fifteen (15) working days, per calendar year. Leaves of absence in excess of ten (10) working days must be approved by the Mayor. No leave shall exceed one (1) year. Such leave may be extended or renewed for a period of one additional year.
- B. A leave of absence without pay may be requested for any legitimate purpose but such leave shall not be granted if it is detrimental to the best interest of the City. Refusal of such leave of absence without pay shall not be subject for the grievance procedure.
- C. Employees shall request such leaves of absence in writing in advance of the date so desired; however, the Mayor may make exceptions in emergency situations.
- D. For leave exceeding thirty (30) days the employee may continue such benefits as hospitalization, life insurance, etc., at his/her own expense.
- E. If two (2) employees request leave for the same period the senior employee shall be given preference.

#### Holiday Leave

- A. Holiday pay is compensation paid for time during which regularly scheduled work would normally be performed, said work having been suspended by reason of a general holiday.
- B. 1. The following shall be general paid holidays for City employees:
- a. New Year's Day
  - b. Martin Luther King's Birthday
  - c. Washington's Birthday - Third Monday in February
  - d. Memorial Day
  - e. Independence Day
  - f. Labor Day
  - g. Columbus Day - Second Monday in October
  - h. Veteran's Day
  - i. General Election Day (November)
  - j. Thanksgiving Day
  - k. The day after Thanksgiving
  - l. Christmas Day
2. 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, except as specified above, and except for employees who are required to work holidays as part of their normally scheduled work week. For those employees, a Saturday or a Sunday holiday shall be observed on the actual holiday and the employees compensated accordingly.

Holidays that occasionally fall on the weekend and would be included are: New Year's Day, Independence Day, Veteran's Day and Christmas Day.

3. All City employees shall be credited with the number of hours in their normal work shift for each of the above holidays, except as further provided herein; provided, that no employee shall receive credit for more than twelve (12) holidays in any calendar year.
4. 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 an in lieu day for that day. Such day may be his/her next regularly scheduled work day.
5. To qualify for holiday pay as specified in Section "A" above, an employee must have worked all of the regularly scheduled hours on the last scheduled work day before and next scheduled work day following a holiday unless excused. Denial of holiday pay will be subject for a grievance.
6. An employee on formal unpaid leave-of-absence or layoff shall not receive holiday pay during such leave.
7. Holiday pay will not be paid to any employee required to work on a holiday who fails to report for such work, unless excused.
8. Employees that are required to work on holidays (and, for the purpose therefor, Easter Sunday) as a regularly scheduled work day, and cases where an employee was not scheduled to work and was called in to work, he/she shall be compensated at the double time rate and be granted a day of compensatory time off or be paid at the rate of triple time.
9. Whenever uniformed employees of the City are excused from work because of a special event not included in the regular leave calendar (such as Good Friday; death of an important public figure; or any other occasion declared a holiday by the City, State, or Federal authorities), equal time off shall be allowed civilian employees either on the same day or, if required to work on that day, on another day.

#### ARTICLE XVI / Health Insurance

- A. The City shall provide health plan, including dental and prescription drug coverage, which shall include the benefits specified in the schedule of benefits attached hereto and made a part hereof.
- B. (1) Employees employed by the City of Troy as of and subsequent to January 1, 1989 and prior to ~~January 1, 1996~~ shall continue to be covered for health insurance as follows.
  - a. At their option and expense, be covered under the City's Health Insurance Plan after thirty (30) days employment;
  - b. At their option shall be provided individual - coverage toward the cost of which the employee shall contribute fifty percent (50%), decreasing to twenty-five percent (25%) after one (1) year of continuous employment, decreasing further to no contribution by the employee after four (4) years of continuous employment;
  - c. At their option after one (1) year continuous employment may be provided dependent coverage toward the cost of which the employee shall contribute fifty percent (50%) for the second (2nd) year of continuous employment, decreasing to

twenty-five percent (25%) after three (3) years of continuous employment and further decreasing to no contribution by the employee after four (4) years continuous employment.

Alternatively, employees employed by the City of Troy as of and subsequent to January 1, 1989 and prior to January 1, 1996 may elect to discontinue payment of health care premiums as specified above and instead elect to contribute fifteen (15%) percent of the health insurance premium for the cost of coverage selected.

B.(2) Employees hired on or after January 1, 1996 shall pay fifteen (15%) percent toward the cost of health insurance premiums for the type of coverage selected following thirty (30) days of employment.

C. Additionally, the City shall provide and maintain the family dental plan currently used by members of the Association and their dependents and to which the City shall contribute one hundred percent (100%) 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.

D. The City shall provide medical, hospitalization, and prescription drug coverage for those employees who retire after January 1, 1989 with twenty (20) or more years of City service. The City shall contribute one hundred percent (100%) of the cost of providing said coverage for the retired employee only. In addition, the City shall provide medical, hospitalization, and prescription drug coverage for the spouse of an employee who retires after January 1, 1993 with twenty-five (25) or more years of service with the City.

This provision shall not apply to employees hired on or after January 1, 1996. Employees hired on or after January 1, 1996 shall pay the applicable contribution toward medical, hospitalization and prescription drug coverage in effect at the time of the employee's retirement from City service.

E. Should the City contemplate changing insurance carriers, the insurance or employee contributions as indicated in paragraph "A" above, the City shall consult with the CSEA prior to effecting such change. In the event CSEA contends that the benefits after change of carrier are not equivalent to those heretofore, CSEA may initiate a grievance hereunder at the arbitration level.

F. The City shall establish a Committee of not more than four (4) persons, one of whom shall be the President of the Association or his designee, for the purpose of considering and investigating matters relating to health insurance benefit levels and costs. Such committee shall report its findings and/or recommendations, if any, in writing to the Mayor. Such findings and/or recommendations, however, shall not be binding on either of the parties nor shall any recommendations of such committee be used in evidence by either of the parties against the other in any judicial or quasi-judicial proceeding. In the event of a lack of unanimity in the preparation of such findings and/or recommendations, a similarly non-binding minority report may be submitted in writing. Service on such Committee shall not be construed to be a waiver of any right to collectively bargain health insurance issues so that the same is not removed from collective bargaining, as the right to collectively bargain such issue(s) is expressly reserved to the parties without dilution.

G. The City shall offer CSEA's Emerald Prescription Plan through September 30, 2000. CSEA and the City agree that such plan shall include coverage for retirees. The City shall have the right to change carriers effective October 1, 2000 subject to the provisions of paragraph "E" above.

H. ~~Re-Opener: On or before July 1, 2000, the parties agree to re-open the Agreement for the purpose of discussing dental insurance coverage and the longevity schedule. REMOVE ??~~

## ARTICLE XVII / Retirement

- A. 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).
- B. The City shall make available to Qualified Tier I and Tier II employees all benefits allowed within New York State Retirement Section 75(i).
- C. 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.
- D. Eligible members of the bargaining unit shall have the right to subscribe to the plans specified in Section "A" and "B" upon the successful completion of their probationary period.
- E. The City shall bear the entire cost of the contribution prescribed for the employee set forth in the New York State Retirement and Social Security Law as amended.
- F. The City shall provide eligible members of the bargaining unit the guaranteed ordinary death benefit provided in Section 60-b of the New York State Retirement and Social Security Law; as amended.

## ARTICLE XVIII / Incentive Program

- A. Any employee of the City who submits a suggestion that, if accepted, results in a minimum savings of One Thousand Dollars (\$1,000) to the City within one (1) year, shall be eligible for a financial award, to be determined by an Incentive Committee.
- B. The Incentive Committee shall consist of:
  - 1. Two (2) members of the City Council (to be appointed by the President of the City Council);
  - 2. Two (2) members of CSEA (to be appointed by the President);
  - 3. Two (2) Department Heads (to be appointed by the Mayor);
  - 4. Mayor (or designee)

- C. The Incentive Committee shall choose from among themselves a Chairman who will receive all suggestions submitted for consideration by the Committee. The Committee shall:
1. Decide which suggestions shall be implemented; and
  2. the amount of savings resulting; and
  3. the amount of financial award to the author of the suggestion.

### ARTICLE XIX / Miscellaneous Provisions

A. Separability Clause:

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

B. Past Practices:

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

C. Special Conferences

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

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

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

D. Safety Committee:

There shall exist a Safety Committee composed of two (2) members representing the Mayor and two (2) members representing the Association which shall meet monthly for the purpose of identifying safety related issues affecting employees, and to recommend plans for the correction of such matters including but not limited to:



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

E. Non-Discrimination:

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

F. Waiver Clause:

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

G. Deferred Compensation Plan:

The City shall maintain its Internal Revenue Code Section 125 Plan in effect as of the execution of this agreement, should the City contemplate changing vendors, the City shall consult with the CSEA prior to effecting such change. In the event CSEA contends that the benefits after change of vendor are not equivalent to those heretofore, CSEA may initiate a grievance hereunder at the arbitration level.

H. Drug And Alcohol Testing For Reasonable Suspicion

All members of the unit shall be subject to "reasonable suspicion" drug and/or alcohol testing as defined in the current City Of Troy Driver Alcohol And Drug Testing Policy. All employees are prohibited from reporting for duty or being on duty while under the influence of alcohol and/or drugs, and are prohibited from transporting any alcohol in City vehicles. Any employee who violates the policy, or fails or refuses to comply with the testing will be subject to disciplinary action. Insofar as is practical, all parts of the City Of Troy Driver Alcohol And Drug Testing Policy as is now applies to employees with Commercial Drivers Licenses performing safety sensitive functions, are applicable.

**ARTICLE XX / Duration**

- A. This Agreement shall become effective January 1, 2002; and the terms and provisions thereof shall remain in full force and effect until the 31st day of December, 2006.
- B. On or about September 1, 2006, the parties hereto shall commence negotiations for a new agreement.
- C. If the parties hereto have failed to reach a new agreement by the expiration of this Agreement, all of the terms and conditions set forth in this Agreement, and any supplements or modifications thereof, shall continue in full force and effect until the date of execution of the new agreement.

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

**City Of Troy, Rensselaer County Chapter Of The Civil Service Employees Association, Inc.**

By: \_\_\_\_\_  
President

Witness: \_\_\_\_\_

**City Of Troy**

By: \_\_\_\_\_  
Mayor

Witness: \_\_\_\_\_

SCHEDULE A

<u>CLASSIFICATION</u>	<u>PAY GRADE</u>
Accountant	20
Account Clerk	5
Account Clerk-Typist	5
Administrative Assistant	15
Animal Control Warden	9
Architect	26
Assessor	25
Asst. Architect	15
Asst. Assessor	10
Asst. Chief Water Plant Operator	22
Asst. Code Inspector	11
Asst. Director-Youth Bureau	19
Asst. Planner	17
Asst. Recreation Supervisor	14
Asst. Superintendent of Recreation	19
Asst. Supervising Water Plant Operator	16
Asst. Traffic and Signal System Supervisor	16
Asst. Water Plant Operator	9
Asst. Water Plant Operator Trainee	7
Auto Equipment Supervisor	13
Automotive Mechanic Helper	6
Automotive Mechanic	11
Bingo Inspector	5
Building Maintenance Man	8
Building Maintenance Mechanic	11
Building Maintenance Supervisor	16
Chief Account Clerk	20
Chief Engineering Aide	14
Civil Engineer	20
Civil Service Assistant	12
Cleaner	7
Clerk	2
Code Inspector	13
Community Participation Specialist	12
Community Service Officer	8
Community Youth Worker	8
Computer Network Manager	20
Computer Programmer	17
Computer Support Technician	15
DPU Engineer	23
Data Entry Machine Operator	5
Deputy Registrar Of Vital Statistics	7
Director of Code Enforcement	23
Draftsman	10
Dispatcher	5
Economic Development Zone Coordinator	22
Electronic Technician	13
Emergency Medical Support Coordinator	22

**CLASSIFICATION****PAY GRADE**

Engineering Aide	10
Executive Director-Youth Bureau	26
Facilities Maintenance Engineer	17
Federal And State Grant Coordinator	11
Financial Management Specialist	20
General Foreman	14
Greenskeeper	14
Grounds Maintenance Supervisor	10
Head Account Clerk	16
Human Resource Benefit Associate	18
Jr. Accountant	18
Jr. Administrative Assistant	12
Laborer	5
Machine Operator	10
Matron	2
Mechanical/Electrical Systems Coordinator	17
Messenger	4
Meter Maintenance Service Person	7
Motor Equipment Operator Heavy	12
Motor Equipment Operator Light	8
Park Maintenance Man I	6
Park Maintenance Man II	8
Park Maintenance Supervisor	16
Parking Attendant	4
Parking Enforcement Officer	2
Payroll Clerk	8
Photo Lab Technician	6
Planner	20
Plans Examiner	15
Principal Account Clerk	11
Principal Civil Engineer	26
Principal Code Inspector	17
Principal Planner	26
Principal Sewer Maintenance Man	12
Principal Stenographer	10
Principal Water Maintenance Man	12
Programmer Analyst	18
Property Room Coordinator	12
Public Safety Dispatcher	8
Purchasing Agent	20
Radio Dispatcher	5
Real Property Appraisal Aide	13
Real Property Assistant	11
Recreation Attendant	5
Recreation Facility Manager	14
Recreation Maintenance Man I	6
Recreation Maintenance Man II	8
Recreation Specialist	10
Recycling Coordinator	12
Recreation Supervisor	17

**CLASSIFICATION****PAY GRADE**

Registrar of Vital Statistics	18
Sanitation Foreman	11
Sanitation Man	5
Sanitation Supervisor	16
Sealer Of Weights And Measures	10
Secretary 1	6
Security Guard	8
Senior Account Clerk	8
Senior Account Clerk Stenographer	8
Senior Account Clerk Typist	8
Senior Administrative Assistant	20
Senior Automotive Mechanic	13
Senior Cashier	11
Senior Civil Engineer	23
Senior Code Inspector	15
Senior Data Entry Machine Operator	8
Senior Drafting Technician	12
Senior Engineer Aide	12
Senior Parking Enforcement Officer	5
Senior Planner	23
Senior Planning Technician	12
Senior Park Maintenance Man	12
Senior Personnel Clerk	8
Senior Sewer Maintenance	10
Senior Sign Maintenance Man	11
Senior Stenographer	8
Senior Stenographer Law	15
Senior Stock Clerk	8
Senior Typist	5
Senior Water Maintenance Man I	10
Senior Water Maintenance Man II	12
Senior Water Plant Operator	14
Sewer Maintenance Foreman	8
Sewer Maintenance Supervisor	16
Sign Maintenance Foreman	11
Sign Maintenance Man	6
Solid Waste and Litter Enforce Officer	11
Solid Waste Management Specialist	23
Stenographer	3
Stock Clerk	5
Street Supervisor	18
Superintendent Of Recreation	23
Superintendent Of Recreation Main.	23
Superintendent Of Water And Sewers	25
Superintendent Of Park Maintenance	19
Supervisor Of Equipment Repair	16
Supervising Water Plant Operator	20
Telecommunications Analyst	10
Traffic Control Foreman	11
Traffic Control Supervisor	16

**CLASSIFICATION**

**PAY GRADE**

Traffic Engineer	23
Traffic Signal Maintenance Man	11
Traffic and Signal System Super.	20
Typist	2
Watchman	5
Water Lab Director	20
Water Lab Technician	9
Water Maintenance Foreman	16
Water Maintenance Man	8
Water Meter Service Person	7
Water Plant Maintenance Assistant	7
Water Plant Equip. Maintenance Man	11
Water Plant Equip. Maintenance Mech.	13
Water Plant Instrument Technician	13
Water Plant Maintenance Shop Foreman	13
Water Plant Maintenance Supervisor	22
Water Plant Operator	11
Water and Sewer Maintenance Supervisor	20
Welder	11
Worker's Compensation Agent	18
Youth Service Prevention Coordinator	17

## II. A. Definitions

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

## B. Compensation Determination

1. Employees shall be compensated in accordance with the schedules hereto annexed for the respective years.
2. The City shall have the right, in its sole discretion, to place new employees at Step I (one) or Step II (two) of the salary schedule. The City's determination shall be final and shall not be subject to the contractual grievance procedure.
3. All progressions from the Starting Rate to the Grade Rate shall occur as of the first day of the pay period immediately following such employee's first anniversary of employment.
4. All progression from the Grade Rate to the Service Rate shall occur as of the first day of the pay period immediately following such employee's fifth anniversary of employment.
5. All progression from the service rate to the merit rate shall occur on the employee's 20th anniversary date.
6. All progression from the merit rate to the senior rate shall occur on the employee's 25th anniversary date.
7. Employees shall not have been found guilty of any disciplinary infractions for a period of two (2) years prior to moving to the merit rate and /or senior rate. Only those disciplinary actions which result in a suspension or a reduction in pay or grade shall prevent the employee from moving to the merit and/or senior rate.
8. Employees who are promoted or who are reclassified shall be paid at the commensurate rate of the classification to which promoted or reclassified.

9. Employees on acting assignment to a higher classification for more than five (5) consecutive work days shall be paid at the commensurate rate in the higher classification. Duration of acting assignment shall be determined by the Department Head.

Notwithstanding the above, employees in the labor class on acting assignment to operate equipment characteristic of the job classification of a Motor Equipment Operator Light (MEO-L), employees classified as Motor Equipment Operator (Light) on acting assignment to operate equipment characteristic of the job classification of a Motor Equipment Operator (Heavy), employees in the labor class in the Department of Public Utilities on acting assignment to operate a dump truck which requires a commercial drivers license and is characteristic of Sewer/Water Maintenance Worker, and employees classified as Sewer/Water Maintenance Worker on acting assignment to operate a sewer eductor which is characteristic of a Senior Sewer Maintenance Worker shall be paid at the commensurate rate in the higher classification upon the first day of such assignment. However, assigning an employee to operate equipment principally for training on that equipment is not intended to be an acting assignment to operate that equipment.

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

### III. Longevity

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

1. This longevity payment shall be made on the first regular pay day of December.
2. Employees that qualify under the following categories shall be paid the designated longevity payment.
  - a. To those employees who have completed five (5) years of service with the City of Troy on or before January 1, the sum of \$550.00.
  - 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
  - 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.
  - 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.
  - e. To those employees who have completed twenty-four (24) years of service with the City of Troy on or before January 1, the sum of \$1,300.00.
  - 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.
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. Those employees on Worker's



Compensation shall receive credit for continuous service while on compensation for a maximum of six (6) months.

IV. Differential Pay

The City agrees to pay a shift differential to personnel of the Department of Public Safety, Department of Public Utilities, Water Treatment Plant, Department of Recreation, and Department of Public Works on the following basis:

1. Personnel who work at 3:00 p.m. to 11:00 p.m. or 4:00 p.m. to 12:00 midnight shift shall receive an additional ~~\$ 656~~ per hour.
2. Personnel who work the 11:00 p.m. to 7:00 a.m. or 12:00 midnight to 8:00 a.m. shift shall receive an additional ~~\$1.00~~ per hour.

V. There shall be a common pay for all City employees.

VI. (1) The term of this agreement shall be January 1, 2002 through December 31, 2006.

(2) Members of the bargaining unit shall receive the following wage increases for the term of this agreement:

~~Effective January 1, 2002: 3% wage adjustment on base pay in effect as of December 31, 2001;~~

~~Effective January 1, 2003: 3.5% wage adjustment on base pay in effect as of December 31, 2002;~~

~~Effective January 1, 2004: 3% wage adjustment on base pay in effect as of December 31, 2003;~~

~~Effective January 1, 2005: 3% wage adjustment on base pay in effect as of December 31, 2004;~~

~~Effective January 1, 2006: 3% wage adjustment on base pay in effect as of December 31, 2005~~

Said wage increases shall be reflected on Schedule "A" attached hereto and made a part hereof.

**CITY OF TROY**  
**2002 SALARY SCHEDULE**

<b>STEP</b> → <b>GRADE</b> ↓	<b>1</b> <b>STARTING</b>	<b>2</b> <b>GRADE</b>	<b>4</b> <b>SERVICE</b>	<b>5</b> <b>MERIT</b>	<b>6</b> <b>SENIOR</b>
1	\$16,835	\$20,797	\$24,915	\$25,720	\$26,576
2	\$17,472	\$21,531	\$25,720	\$26,576	\$27,491
3	\$18,144	\$22,307	\$26,576	\$27,491	\$28,243
4	\$18,857	\$23,137	\$27,491	\$28,243	\$29,189
5	\$19,556	\$23,889	\$28,243	\$29,189	\$30,235
6	\$20,312	\$24,757	\$29,189	\$30,235	\$31,094
7	\$21,124	\$25,703	\$30,235	\$31,094	\$32,183
8	\$21,919	\$26,560	\$31,094	\$32,183	\$33,378
9	\$22,812	\$27,574	\$32,183	\$33,378	\$35,454
10	\$23,743	\$28,660	\$33,378	\$35,454	\$36,572
11	\$25,412	\$30,519	\$35,454	\$36,572	\$38,035
12	\$26,380	\$31,620	\$36,572	\$38,035	\$39,520
13	\$27,487	\$32,964	\$38,035	\$39,520	\$40,793
14	\$28,652	\$34,360	\$39,520	\$40,793	\$42,471
15	\$29,765	\$35,632	\$40,793	\$42,471	\$44,154
16	\$31,042	\$37,186	\$42,471	\$44,154	\$45,675
17	\$32,367	\$38,762	\$44,154	\$45,675	\$47,467
18	\$33,660	\$40,259	\$45,675	\$47,467	\$49,487
19	\$35,086	\$42,594	\$47,467	\$49,487	\$51,617
20	\$36,631	\$43,822	\$49,487	\$51,617	\$53,848
21	\$38,268	\$45,802	\$51,617	\$53,848	\$56,182
22	\$39,987	\$47,871	\$53,848	\$56,182	\$58,654
23	\$41,774	\$50,037	\$56,182	\$58,654	\$61,244
24	\$43,654	\$52,314	\$58,654	\$61,244	\$64,047
25	\$45,653	\$54,721	\$61,244	\$64,047	\$66,981
26	\$47,802	\$57,320	\$64,047	\$66,981	\$70,049

<b>LONGEVITY</b>	
60 Months	\$550
120 Months	\$750
180 Months	\$950
228 Months	\$1,150
288 Months	\$1,300
348 Months	\$1,700

<b>SHIFT DIFFERENTIAL</b>	
Evening Shift	\$0.656
Night Shift	\$1.000

**CITY OF TROY  
2003 SALARY SCHEDULE**

<b>STEP----- GRADE</b>	<b>1 STARTING</b>	<b>2 GRADE</b>	<b>4 SERVICE</b>	<b>5 MERIT</b>	<b>6 SENIOR</b>
1	\$17,424	\$21,525	\$25,787	\$26,620	\$27,506
2	\$18,084	\$22,285	\$26,620	\$27,506	\$28,453
3	\$18,779	\$23,088	\$27,506	\$28,453	\$29,232
4	\$19,517	\$23,947	\$28,453	\$29,232	\$30,211
5	\$20,240	\$24,725	\$29,232	\$30,211	\$31,293
6	\$21,023	\$25,623	\$30,211	\$31,293	\$32,182
7	\$21,863	\$26,603	\$31,293	\$32,182	\$33,309
8	\$22,686	\$27,490	\$32,182	\$33,309	\$34,546
9	\$23,610	\$28,539	\$33,309	\$34,546	\$36,695
10	\$24,574	\$29,663	\$34,546	\$36,695	\$37,852
11	\$26,301	\$31,587	\$36,695	\$37,852	\$39,366
12	\$27,303	\$32,727	\$37,852	\$39,366	\$40,903
13	\$28,449	\$34,118	\$39,366	\$40,903	\$42,221
14	\$29,655	\$35,563	\$40,903	\$42,221	\$43,957
15	\$30,807	\$36,879	\$42,221	\$43,957	\$45,699
16	\$32,128	\$38,488	\$43,957	\$45,699	\$47,274
17	\$33,500	\$40,119	\$45,699	\$47,274	\$49,128
18	\$34,838	\$41,668	\$47,274	\$49,128	\$51,219
19	\$36,314	\$44,085	\$49,128	\$51,219	\$53,424
20	\$37,913	\$45,356	\$51,219	\$53,424	\$55,733
21	\$39,607	\$47,405	\$53,424	\$55,733	\$58,148
22	\$41,387	\$49,546	\$55,733	\$58,148	\$60,707
23	\$43,236	\$51,788	\$58,148	\$60,707	\$63,388
24	\$45,182	\$54,145	\$60,707	\$63,388	\$66,289
25	\$47,251	\$56,636	\$63,388	\$66,289	\$69,325
26	\$49,475	\$59,326	\$66,289	\$69,325	\$72,501

<b>LONGEVITY</b>	
60 Months	\$550
120 Months	\$750
180 Months	\$950
228 Months	\$1,150
288 Months	\$1,300
348 Months	\$1,700

<b>SHIFT DIFFERENTIAL</b>	
Evening Shift	\$0.656
Night Shift	\$1.000

**CITY OF TROY  
2004 SALARY SCHEDULE**

<b>STEP----- GRADE</b>	<b>1 STARTING</b>	<b>2 GRADE</b>	<b>4 SERVICE</b>	<b>5 MERIT</b>	<b>6 SENIOR</b>
1	\$17,947	\$22,171	\$26,561	\$27,419	\$28,331
2	\$18,627	\$22,954	\$27,419	\$28,331	\$29,307
3	\$19,342	\$23,781	\$28,331	\$29,307	\$30,109
4	\$20,103	\$24,665	\$29,307	\$30,109	\$31,117
5	\$20,847	\$25,467	\$30,109	\$31,117	\$32,232
6	\$21,654	\$26,392	\$31,117	\$32,232	\$33,147
7	\$22,519	\$27,401	\$32,232	\$33,147	\$34,308
8	\$23,367	\$28,315	\$33,147	\$34,308	\$35,582
9	\$24,318	\$29,395	\$34,308	\$35,582	\$37,796
10	\$25,311	\$30,553	\$35,582	\$37,796	\$38,988
11	\$27,090	\$32,535	\$37,796	\$38,988	\$40,547
12	\$28,122	\$33,709	\$38,988	\$40,547	\$42,130
13	\$29,302	\$35,142	\$40,547	\$42,130	\$43,488
14	\$30,545	\$36,630	\$42,130	\$43,488	\$45,276
15	\$31,731	\$37,985	\$43,488	\$45,276	\$47,070
16	\$33,092	\$39,643	\$45,276	\$47,070	\$48,692
17	\$34,505	\$41,323	\$47,070	\$48,692	\$50,602
18	\$35,883	\$42,918	\$48,692	\$50,602	\$52,756
19	\$37,403	\$45,408	\$50,602	\$52,756	\$55,027
20	\$39,050	\$46,717	\$52,756	\$55,027	\$57,405
21	\$40,795	\$48,827	\$55,027	\$57,405	\$59,892
22	\$42,629	\$51,032	\$57,405	\$59,892	\$62,528
23	\$44,533	\$53,342	\$59,892	\$62,528	\$65,290
24	\$46,537	\$55,769	\$62,528	\$65,290	\$68,278
25	\$48,669	\$58,335	\$65,290	\$68,278	\$71,405
26	\$50,959	\$61,106	\$68,278	\$71,405	\$74,676

<b>LONGEVITY</b>	
60 Months	\$550
120 Months	\$750
180 Months	\$950
228 Months	\$1,150
288 Months	\$1,300
348 Months	\$1,700

<b>SHIFT DIFFERENTIAL</b>	
Evening Shift	\$0.656
Night Shift	\$1.000

**CITY OF TROY  
2005 SALARY SCHEDULE**

STEP----- GRADE	1 STARTING	2 GRADE	4 SERVICE	5 MERIT	6 SENIOR
1	\$18,485	\$22,836	\$27,358	\$28,242	\$29,181
2	\$19,186	\$23,643	\$28,242	\$29,181	\$30,186
3	\$19,922	\$24,494	\$29,181	\$30,186	\$31,012
4	\$20,706	\$25,405	\$30,186	\$31,012	\$32,051
5	\$21,472	\$26,231	\$31,012	\$32,051	\$33,199
6	\$22,304	\$27,184	\$32,051	\$33,199	\$34,141
7	\$23,195	\$28,223	\$33,199	\$34,141	\$35,337
8	\$24,068	\$29,164	\$34,141	\$35,337	\$36,649
9	\$25,048	\$30,277	\$35,337	\$36,649	\$38,930
10	\$26,070	\$31,470	\$36,649	\$38,930	\$40,158
11	\$27,903	\$33,511	\$38,930	\$40,158	\$41,763
12	\$28,966	\$34,720	\$40,158	\$41,763	\$43,394
13	\$30,181	\$36,196	\$41,763	\$43,394	\$44,793
14	\$31,461	\$37,729	\$43,394	\$44,793	\$46,634
15	\$32,683	\$39,125	\$44,793	\$46,634	\$48,482
16	\$34,085	\$40,832	\$46,634	\$48,482	\$50,153
17	\$35,540	\$42,563	\$48,482	\$50,153	\$52,120
18	\$36,959	\$44,206	\$50,153	\$52,120	\$54,339
19	\$38,525	\$46,770	\$52,120	\$54,339	\$56,678
20	\$40,222	\$48,119	\$54,339	\$56,678	\$59,127
21	\$42,019	\$50,292	\$56,678	\$59,127	\$61,689
22	\$43,908	\$52,563	\$59,127	\$61,689	\$64,404
23	\$45,869	\$54,942	\$61,689	\$64,404	\$67,249
24	\$47,933	\$57,442	\$64,404	\$67,249	\$70,326
25	\$50,129	\$60,085	\$67,249	\$70,326	\$73,547
26	\$52,488	\$62,939	\$70,326	\$73,547	\$76,916

LONGEVITY	
60 Months	\$550
120 Months	\$750
180 Months	\$950
228 Months	\$1,150
288 Months	\$1,300
348 Months	\$1,700

SHIFT DIFFERENTIAL	
Evening Shift	\$0.656
Night Shift	\$1.000

**CITY OF TROY  
2006 SALARY SCHEDULE**

STEP----- GRADE	1 STARTING	2 GRADE	4 SERVICE	5 MERIT	6 SENIOR
1	\$19,040	\$23,521	\$28,179	\$29,089	\$30,056
2	\$19,762	\$24,352	\$29,089	\$30,056	\$31,092
3	\$20,520	\$25,229	\$30,056	\$31,092	\$31,942
4	\$21,327	\$26,167	\$31,092	\$31,942	\$33,013
5	\$22,116	\$27,018	\$31,942	\$33,013	\$34,195
6	\$22,973	\$28,000	\$33,013	\$34,195	\$35,165
7	\$23,891	\$29,070	\$34,195	\$35,165	\$36,397
8	\$24,790	\$30,039	\$35,165	\$36,397	\$37,748
9	\$25,799	\$31,185	\$36,397	\$37,748	\$40,098
10	\$26,852	\$32,414	\$37,748	\$40,098	\$41,363
11	\$28,740	\$34,516	\$40,098	\$41,363	\$43,016
12	\$29,835	\$35,762	\$41,363	\$43,016	\$44,696
13	\$31,086	\$37,282	\$43,016	\$44,696	\$46,137
14	\$32,405	\$38,861	\$44,696	\$46,137	\$48,033
15	\$33,663	\$40,299	\$46,137	\$48,033	\$49,936
16	\$35,108	\$42,057	\$48,033	\$49,936	\$51,658
17	\$36,606	\$43,840	\$49,936	\$51,658	\$53,684
18	\$38,068	\$45,532	\$51,658	\$53,684	\$55,969
19	\$39,681	\$48,173	\$53,684	\$55,969	\$58,378
20	\$41,429	\$49,563	\$55,969	\$58,378	\$60,901
21	\$43,280	\$51,801	\$58,378	\$60,901	\$63,540
22	\$45,225	\$54,140	\$60,901	\$63,540	\$66,336
23	\$47,245	\$56,590	\$63,540	\$66,336	\$69,266
24	\$49,371	\$59,165	\$66,336	\$69,266	\$72,436
25	\$51,633	\$61,888	\$69,266	\$72,436	\$75,753
26	\$54,063	\$64,827	\$72,436	\$75,753	\$79,223

LONGEVITY	
60 Months	\$550
120 Months	\$750
180 Months	\$950
228 Months	\$1,150
288 Months	\$1,300
348 Months	\$1,700

SHIFT DIFFERENTIAL	
Evening Shift	\$0.656
Night Shift	\$1.000

## **Schedule B**

### **Overtime Policy**

There are four categories of overtime used, each for a specific purpose and need.

#### **1. Emergency Call-In**

Emergency call-in personnel are needed to answer emergency situations of varying importance.

An emergency call-in list is established prior to December 1<sup>st</sup> of the year. The emergency list will be of all personnel willing to be called out when emergencies happen. Each bureau will have its own list and responsibilities.

There are times when there have not been enough employees to maintain the needs of the bureau emergency operations using the system. Should this situation occur, personnel from other lists will be utilized.

In DPW, emergency call-in personnel are generally notified during the workday that they are on call for that night. If for some reason they are not available, the next person is notified and so on.

In DPU, a list will be maintained of on-call personnel who are needed to answer consumer needs and complaints and determine the severity of water main breaks and sewer collapses. Should there be situations when there are not enough willing employees to meet the need using a voluntary on-call system, a mandatory system would be put into place for everyone qualified. The City determines the makeup of each crew to be used for a main break or a sewer collapse.

#### **2. Finishing Workday Projects**

If scheduled projects are not completed by the end of the normal workday, or an unscheduled problem occurs during the workday, the crew working on the project will stay overtime and finish the project. If additional personnel are required to work the overtime, they will be selected from the appropriate call list.

#### **3. Continuation of Projects by Bureau**

When a project must be carried over into the weekend, the personnel that have been working on that project will have the priority for overtime to complete that project. If that individual or individuals are not available to do so, at that time the appropriate call list will be utilized and it will be by bureau. If at that time the personnel needed cannot be filled within the bureau, the next appropriate call list will be used.

#### **4. Snowplowing & Salting**

When overtime snow plowing is required, the City will determine the type and number of vehicles needed. The appropriate personnel, as indicated on the annual overtime-snowplowing list by bureau, will be called in or requested to stay overtime. The list is prepared prior to winter operation of each year.

If employees do not wish to be considered for snow plowing overtime, they may sign a "Waiver of Snow Plowing Overtime". In this case, they will only be considered if supplement or substitution manpower is required for snowplowing duties.

### Miscellaneous

In the case of an extreme emergency or disaster situation all personnel will be required to work overtime.

In all of the categories above, depending on available personnel, those on vacation or sick leave may or may not be called for overtime situations.