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GEN | 7181

Employee Name

LABOR AGREEMENT

BY AND BETWEEN THE
SYRACUSE HOUSING AUTHORITY

And the

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

Syracuse Housing Authority Unit
Onondaga County Local 834

JANUARY 1, 2008 – DECEMBER 31, 2010

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ADMINISTRATION

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PREAMBLE

The Syracuse Housing Authority, hereinafter referred to as the "Authority," and the SYRACUSE HOUSING AUTHORITY UNIT ONONDAGA LOCAL, CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., hereinafter referred to as the "Association," declare it to be their mutual policy that in order to promote harmonious labor relations between the Authority and its employees, the principle of collective bargaining is to be employed pursuant to the New York State "Public Employees Fair Employment Act." Both parties to this Agreement furthermore affirm that employment in the service of and to the public is a lifelong career, and that as such, the terms and conditions of employment and working conditions shall be of the highest caliber to attract and maintain in employment with the Authority the best personnel available. We furthermore affirm that each employee shall at all times be a dedicated, courteous and efficient servant of and to the public, realizing full well that he/she is under the constant scrutiny of area residents and that he/she performs a most essential service that private enterprise cannot wholly undertake.

By acknowledging the moral principles inherent in federal and state legislation, the parties to the Agreement hereby agree not to limit employment with the Authority or membership in the Association to any person because of his/her race, color, creed, sex, age, disability, marital status or place of national origin.

ARTICLE 1

RECOGNITION

- 1.1 This is an Agreement between the Authority and the Association. This Agreement is entered into under, and pursuant to, Article 14 of the New York Civil Service Law, as amended (The Public Employees Fair Employment Act) (referred to as the "Act").
- 1.2 The Authority recognizes the Civil Service Employees Association, Inc., Local 1000 AFSCME/AFL-CIO, as the sole and exclusive bargaining agent for all employees in the negotiating unit, as defined in Article 2 of this Agreement. Pursuant to the provisions of the Act, the Authority hereby grants the Association unchallenged representation status for the maximum period provided under the Act.

ARTICLE 2
BARGAINING UNIT

2.1 It is mutually agreed that for the purpose of this Agreement, the term “employee” shall include all personnel serving in an approved full-time position in the Authority with the exception of those in the following titles:

1. Executive Director
2. Assistant Executive Director
3. Director of Maintenance
4. Housing Maintenance Supervisor
5. All temporary, seasonal and casual personnel
6. Occupancy Supervisor
7. Comptroller
8. Housing Maintenance Superintendent
9. Coordinator of Social and Community Services
10. Production, Planning and Control Center Coordinator
11. Time Study Analyst
12. Housing Security Supervisor
13. ~~Housing Assistance Payments Program Supervisor~~
14. Elderly Services Supervisor
15. Youth Services Supervisor
16. Housing Services for the Aging Supervisor
17. Executive Secretary
18. Secretary to the Assistant Executive Director
19. Administrative Analyst
20. Tenant Services Specialist
21. Secretary to the Comptroller
22. Law Assistant
23. Coordinator of Modernization and Development
24. Personnel Analyst
25. Personnel Administrator
26. Grants Administrator
27. M.I.S. Supervisor
28. Contract Administrator
29. Assistant Modernization Coordinator
30. Modernization Project Manager

**ARTICLE 3
MANAGEMENT RIGHTS**

- 3.1** It is agreed that the management officials of the Authority retain the rights to direct employees, to hire, promote, transfer, discipline, subject to the law and the terms of this Agreement, to maintain the efficiency of operation entrusted to them, to determine the methods, means and personnel by which said operations are deemed to be conducted, including subcontracting if deemed necessary, and to take whatever action is deemed necessary to carry out the mission of the applicable department in cases of an emergency, provided, however, that such rights, rules and regulations shall not be exercised or implemented in violation of any sections of this Agreement or any applicable laws.
- 3.2** It is understood and agreed that, except where specifically abridged by an express provision of this Agreement, the Authority retains sole and exclusive rights to manage and direct its work force in the performance of its operations.
- 3.3** The Authority shall have the right to establish specifications for each class of positions and to classify or reclassify and to allocate or reallocate new or existing positions.

**ARTICLE 4
ASSOCIATION SECURITY**

- 4.1** There shall be in effect during the term of this Agreement an Agency Shop and the Authority shall deduct bi-weekly from the wages of all employees and remit to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210, regular membership dues. Health and accident insurance premiums and dental insurance shall be deducted and remitted as above noted for those employees authorizing said deductions. The Association agrees that it will not hold the Authority liable for the normal administration of the check-off, and shall indemnify and save harmless the Authority from any and all claims arising out of the Authority making Association deductions pursuant to authorization cards.
- 4.2** Membership in the Association shall be voluntary. The Authority agrees that there shall be no discrimination interference, restraint or coercion by the Authority or any of its agents against any employee because of his/her membership in the Association.
- 4.3** The Association shall have the rights inuring to it under the Act.

- 4.4 If an employee who is a member of the Association is charged with formal disciplinary proceedings under Section 75 of the Civil Service Law, the Field Representative of the Association or member of the Association Grievance Committee will be contacted by the employer or employer's representative and the facts and circumstances involved will be reviewed with him/her. This provision shall apply when the employee has allegedly committed an act which amounts to a violation of the Penal Law of the State of New York.
- 4.5 The Association shall have the right to have notices posted and other communications posted on bulletin boards maintained on the premises and facilities of the Authority, provided, however, that their content is not derogatory or controversial and is limited to legitimate Association business.
- 4.6 The Association shall have the right to designate a representative of the Association's accident and health insurance program, for the purpose of visiting the employees covered under this Agreement on the job for purposes of interesting them in the protection and for adjusting any claims, provided, however, that the Director or his/her designee is notified at least 24 hours in advance of the visit and provided further that no unreasonable interruption of the work of the employee is involved.
- 4.7 For the purpose of administering, adjusting or interpreting the terms and conditions of this Agreement, the Field Representative may visit employees on the job provided that the Director or his/ her designee is notified a reasonable time in advance of the visit and provided further that no unreasonable interruption of the work of the employee is involved.
- 4.8 The Authority agrees that it will allow a maximum of two delegates an aggregate total of 18 days off per year with pay at their regular straight-time hourly rate to attend the annual meeting of the Association and any of its special delegate meetings. For the purposes of this section, the Association agrees to correspond with the Director thirty (30) days in advance whenever practicable and inform him/her of the exercise of these rights and agrees to forward the names of personnel and the dates that the employees require time off.
- 4.9 The Authority agrees to establish and fund and assist in administering an Employee Benefit Fund for the purpose of providing additional benefits during the life of the contract, as agreed by the parties.

ARTICLE 5
INFORMATION

- 5.1 On the effective day of this Agreement, the Authority shall supply the Association, on a one time basis, a list of all employees in the bargaining unit showing the employees' full name, home address, social security number, employee number, job title, work location, membership status, insurance deductions and first day of employment. Thereafter, on a continuing basis, the above information will be provided to the bargaining unit for all new employees. In addition, the Authority shall supply a list of employees showing the employee number, job title and work location who terminate their employment.
- 5.2 The Authority shall also supply the bargaining unit with a quarterly computer printout showing bargaining unit employee payroll deductions.

ARTICLE 6
NO STRIKES

- 6.1 The Association agrees that there shall be no strikes, walkouts or any other action which interrupts work during the term of this Agreement, nor shall the Association cause, instigate, encourage or condone any such action.
- 6.2 The term "strike" as used in this Article shall be deemed to include the following: strike, withdrawal of services, concerted stoppage of work, slow-down or any kind of job action which is designated to impede, or has the effect of impeding the normal efficient operations of the Authority.

ARTICLE 7
SALARY AND WAGES

- 7.1 The Authority will pay salaries according to the Salary Schedule as set forth in Appendix A during 2008 which reflects a 3% increase over the previous schedule. All increases in salaries for 2008 shall be retroactive to January 1, 2008, to be paid immediately upon approval of the Agreement by the requisite governmental entities. The Authority will pay salaries according to the Salary Schedule set forth as Appendix B effective on January 1, 2009. This reflects a 3% increase over the Appendix A Salary Schedule.

- 7.2 All newly hired employees who are or were on the last date of any calendar year during the term of this Agreement probationary employees shall not receive the wage increase set forth in Section 1 of this Article.
- 7.3 All employees hired at the "Hire" Step as so designated in the Salary Schedule set forth in Appendix A shall advance to Step 1 upon completion of their probationary period. All employees hired at a step above the "Hire" step shall advance to the next higher step upon completion of their probationary period only if their performance warrants as determined by management, which determination shall not be subject to the grievance process. It is understood that the Authority may not hire any employee at greater than Step 3. All nonprobationary employees shall advance to the next higher step each January 1 up to maximum salary of the grade.
- 7.4 Employees paid on the flat rate basis are not subject to the provisions of this Article 7.
- 7.5 There shall be added to the salary of each employee, a separate earned longevity increment which shall be paid as follows:
- (1) All employees shall receive on the beginning of the sixth (6th) year of continuous service an initial longevity payment of \$200 added to his/her salary each year.
 - (2) Beginning with the eighth (8th) year of continuous service and for each two (2) years of continuous service thereafter the employee shall receive an additional longevity payment of \$175 paid on a cumulative basis and added to his/her salary each year.
 - (3) Following completion of twenty-five (25) years of continuous service the employee shall receive an additional one-time longevity payment of \$350. Employees who have already achieved twenty-five (25) or more years of service shall receive this payment during the next calendar year.

Example:

| | | | | | |
|-----------|-------|-----------|---------|-----------|---------|
| 6th year | \$200 | 12th year | \$ 725 | 18th year | \$1,250 |
| 8th year | \$375 | 14th year | \$ 900 | 20th year | \$1,425 |
| 10th year | \$550 | 16th year | \$1,075 | 22nd year | \$1,600 |

- 7.6** The Authority shall pay a shift differential of \$.50 per hour for all hours actually worked by an employee on a regularly scheduled night shift or weekend shift. For the purposes of this Section, a night shift shall be defined as any regularly scheduled shift in which the majority of scheduled hours fall between the hours of 4:00 p.m. and 8:00 a.m. the next day. In addition, any employee whose scheduled shift starts on or after 10:00 a.m., other than a mutually agreed "flex time" shift, shall be entitled to a shift differential of \$.50 per hour for all hours actually worked after 4:30 p.m. Effective January 1, 1993, the shift differential shall increase to \$.55 per hour.

ARTICLE 8

HOURS OF WORK

- 8.1** The work week for maintenance personnel is established at eight (8) hours per day, including a half-hour for lunch; forty (40) hours of work shall constitute a regular work week. The work week is established at five (5) days. Certain schedules will be established and maintained to cover all projects, and it is understood that these hours are established for maintenance personnel only.
- 8.2** The office and administrative personnel work week is established at seven and one-fourth (7 $\frac{1}{4}$) hours per day excluding three-quarters of an hour for lunch; and thirty-six and one-fourth (36 $\frac{1}{4}$) hours shall constitute a regular work week.
- 8.3** All weekend work schedules shall be posted at least 20 calendar days in advance.
- 8.4** It is agreed that office clericals shall be allowed two (2), ten (10) minute breaks per day (except the telephone operators, who are entitled to two (2) fifteen (15) minute break periods); one in the morning and one in the afternoon. It is agreed that maintenance personnel should be allowed one (1) ten (10) minute break in the morning.

ARTICLE 9

OVERTIME PAY AND ALLOWANCES

- 9.1** It is understood for the purposes of this Agreement that all employees, except the Housing Maintenance Supervisor, shall be covered under the provisions of this Article, and it is understood and agreed that the employee shall be entitled to overtime only for special projects and only with the expressed and specific approval of the Director or his/her authorized designee.
- 9.12** Overtime work will be offered to bargaining unit members, who have equal skills and qualifications for that work, before such work is offered to non-bargaining unit employees.
- 9.2** The Authority shall pay one and one-half (1½) times the employee's straight-time hourly rate to any employee in the graded salary schedule who is required and authorized by the Director or his/her authorized designee to work overtime. This overtime rate shall apply to all authorized time in excess of the employee's normal work day provided the employee works at least twelve (12) minutes overtime on any given day. Should an employee fail to obtain the necessary authorization as outlined above, or fail to work a minimum of twelve (12) minutes on a given work day, or fail to work a normal work week, then he/she shall not be entitled to any overtime pay. If for any reason an employee is authorized to work overtime, but does not qualify for overtime pay, then that employee shall receive regular straight hourly pay for all the time worked.
- 9.3** The Authority shall consider all paid time off as time worked when computing overtime.
- 9.4** Hours paid for at a premium rate on one basis shall not be counted toward hours worked for premium pay on another basis. There shall be no pyramiding of premium pay under this or any other provision of this Agreement.
- 9.5** The Authority shall pay a minimum of three (3) hours pay at one and one-half (1½) times the straight-time hourly rate for overtime in any emergency "call-out" after regular working hours in which the employee is required to report to work due to an emergency situation. An emergency shall be construed as any situation which requires immediate attention and is not of usual occurrence and it shall be the duty of management to determine whether such situation is an emergency. It is understood that an emergency for purposes of this Agreement shall include situations where a scheduled employee

is absent and a replacement must be called in. Overtime pay will be paid in the following pay period when practicable. In cases where an employee on the Buildings and Grounds Crew is called in on a scheduled work-day less than three (3) hours prior to his/her regular start time, the employee will receive one and one-half (1½) times the straight-time hourly rate only for the period up to his/her regular start time. In the event the Authority has more than 48 hours advance notice of an absence, it shall make reasonable good faith efforts to schedule a replacement rather than calling an employee out on an emergency basis. In the event overtime is made necessary because of an emergency condition, the Authority shall attempt first to get volunteers qualified to do the job. In the event the Authority cannot get volunteers qualified to do the job, then the Authority will assign people with the least seniority who are qualified to do the job.

9.6 The Authority shall have the right, in situations where management deems necessary, to temporarily transfer workers from one crew to another to cover emergency situations, temporary vacancies or fluctuations in the work load. If such a temporary reassignment extends beyond thirty (30) working days it is understood that an employee who performs "out of title" work in a higher job classification shall receive additional compensation at the rate of \$.35 per hour, starting on the thirty-first working day in the higher classification. It is further understood that an employee temporarily assigned to work "out of title" in a lower job classification will suffer no reduction in pay. It is understood that the Authority may not utilize the 30 day period of no additional compensation as a means of reassigning workers in rotation to avoid paying the "out of title" compensation on the 31st day.

9.7 It is recognized that other mutually satisfactory arrangements, such as compensatory time, may be made in lieu of overtime pay, and it is understood and agreed that the employee shall be entitled to compensatory time only for special projects and only with the expressed and written approval of the Director or his/ her authorized designee. Any compensatory time earned by eligible employees as outlined below shall be taken as time off within thirty (30) days from the time in which it is earned. All employees shall be eligible for compensatory time except the following:

- (1)those not defined as employees under this Agreement;
- (2)department heads;
- (3)maintenance supervisors and managers;
- (4)program supervisors.

- 9.8** Any employee who is required to be “on-call” for 4 hours or more shall be compensated at the rate of .083 of his/her regular straight-time hourly rate for each hour of “on-call” duty. Any employee who is required to be “on-call” for less than 4 hours shall be compensated at the rate of 0.94 of his/her regular straight-time hourly rate for each hour of “on-call” duty.

Maintenance employees assigned to the Mobile Crew will receive additional compensation of 50¢ per hour for all compensated hours while they are on the Mobile Crew. This provision will apply only during periods of time when this crew bears sole responsibility for all regularly scheduled night and weekend service order coverage. This provision will not apply during any period if all or most night and weekend coverage during that pay period is “on-call” time. Additional compensation provided in this section will not affect shift differential pay for nights and weekends actually worked.

The Director or his/her designee shall have exclusive authority to appoint employees to serve “on-call”, and to determine the number of employees necessary at any time for such duty. An employee assigned to “on-call” duty is required to notify the employer as to his/her whereabouts and to be available to receive all calls and perform all duties incident to this assignment. Any employee on such duty who is not available when called may be subject to disciplinary action. The Director or designee will only place employees “on-call” where there is a legitimate work-related reason for doing so.

- 9.9** Any employee who has worked their normal work week and is scheduled to work on a Sunday shall be paid two and one-half (2½) times the employee’s straight-time hourly rate for all time worked on that Sunday.

This Section does not pertain to employees who are normally or routinely scheduled to work on a Sunday as part of their normal work week, nor does it apply to employees who are called in on a Sunday in an emergency “call-out” pursuant to Section 9.5.

- 9.10** Employees who perform snow removal work in response to weekend call-outs shall be entitled to a stipend of \$150 if they work eight (8) or more weekends, and an additional \$150 if they work twelve (12) or more weekends, between the dates of October 15 and May 15. For purposes of this section, an employee shall be credited with one weekend of snow removal work if they are called out for that purpose at any time after midnight on Friday and before midnight on Sunday.

- 9.11** The Authority shall pay to employees a mileage allowance equal to that allowed by the IRS on a per mile basis. Employees who use their personal vehicle for Authority business are neither required nor prohibited from transporting anyone in their vehicle on behalf of the Authority.
- 9.12** The current policy of the Authority to supply uniforms to those employees who qualify, shall continue with the employees being responsible for cleaning and making routine repairs to the uniforms. In addition, the Authority shall supply all employees with baseball type work caps. Uniforms and caps shall be replaced as needed with the final decision being one of the Authority. Replacement shall not be unreasonably denied. All uniforms and caps to be replaced must first be presented to the Authority for inspection. In addition to the number of uniform and caps currently supplied to qualified employees, the Authority shall supply two (2) jackets; one (1) shall be spring/fall type with a "zip in- zip out" liner, and one (1) shall be winter weight.

ARTICLE 10

RETIREMENT

- 10.1** The Authority agrees that it will pay all required costs of coverage in accordance with the New York State Employees' Retirement System ("System") as follows:
- (1) Employees hired prior to July 27, 1976 who are members of the System shall be entitled to the benefits provided for in Plan 75-I, including the options of coverage for Sections 41- J and 60-B.
 - (2) Employees hired between July 27, 1976 and August 31, 1983 who are members of the System shall be entitled to the benefits provided for in Tier III.
 - (3) Employees hired on or after September 1, 1983 who are members of the System shall be entitled to the benefits provided for in Tier IV.
- 10.2** It is understood that the Authority must inform all employees of their rights under the System; however, it is the ultimate responsibility of the employee to complete the necessary forms to become enrolled in the System and the Authority's liability is limited to paying the costs of the Plan as billed by the State. Questions concerning membership or benefits in the System shall be directed to the New York State Employees' Retirement System in Albany, New York.
- 10.3** In addition to the System, the Authority agrees to provide employees with a government approved tax deferred compensation individual retirement savings program to be funded solely by employee contributions through payroll deduction. The program, to be known as the "SHA 457 Plan," will be implemented no later than January 1, 1995, but sooner if practicable and later if unforeseen circumstances require.

ARTICLE 11

HEALTH BENEFITS

- 11.1** The Authority agrees to pay ninety percent (90%) of the current applicable premium cost for employees individual and dependent subscriber's health insurance coverage under the health plans offered by SHA. Each employee enrolled in one of the above plans shall have the remaining ten percent (10%) of the actual applicable premium deducted from his/her paycheck. Employees shall have the opportunity, subject to applicable tax laws, to make their health insurance contributions using pre-tax dollars pursuant to SHA's Health Benefits Contribution Plan.
- 11.2** Current employees who retire following ratification and who have at least ten (10) years of SHA service may continue to participate in the SHA health insurance plan by making a 20% contribution toward premiums during the life of this agreement.
- 11.3** It is understood that the Authority's obligation under this Article is limited to making the required payments for those eligible employees who have actually enrolled in the Plan.
- 11.4** Health insurance coverage will commence at the earliest date allowable by the carrier following completion of the employee's thirtieth (30th) calendar day of employment.
- 11.5** Coverage will terminate upon one of the following occurrences:
- (1) termination (including resignation or discharge); or
 - (2) absence of the employee from the active payroll for thirty (30) consecutive days or more; provided, however, that: (a) when absence is due to a work-related illness or injury, coverage will continue up to a maximum of two (2) years, or until termination of employment, whichever comes first; (b) when absence is due to a non-work related illness or injury, coverage will continue up to a maximum of one (1) year, or until termination of employment, whichever comes first.

- 11.6** The Authority retains the right to change the carrier and/or the Hospitalization and Medical Plan during the term of this Agreement provided that:
- A. The Association is first consulted, and
 - B. The replacement Hospitalization and Medical Plan offers benefits and services which are, on an overall basis, equal or superior to those of the present Plan. In the event of disagreement between the Authority and the Association, the matter will go directly to arbitration prior to any actual change in carrier, and no change in carrier or Plan shall be made until the arbitrator has determined the question of whether or not the benefits and services of the proposed new plan, on an overall basis, are equal or superior to the present Plan. This Section shall not apply to changes of carrier and/or planned benefits which are outside the control of the Authority.
- 11.7** The Authority shall provide dental coverage under the CSEA Dutchess plan for all eligible employees. The cost of this Plan shall be borne seventy-five percent (75%) by the Authority and twenty-five percent (25%) by each employee enrolled in the Plan through a regular deduction from his/her paycheck.
- 11.8** The Authority shall provide all employees with New York State Disability Insurance, through the New York State Insurance Fund. The employee shall pay through a regular deduction from his/her paycheck sixty cents (60¢) per week for this coverage and the Authority shall assume the remainder of the premium cost.

ARTICLE 12
PAID TIME OFF

12.1 Paid Sick Time

Employees may be paid for time taken because of their illness. Paid sick time entitlement shall be accumulated at the rate of one and one-quarter (1¼) days per month. In no event shall paid sick time be used for anything other than legitimate absence because of disability or sickness. If the Assistant Director or Personnel Administrator has reason to believe that an employee is abusing sick time, then the employee may be required to submit medical proof. The Authority shall also have the right to have the employee examined by a physician of its choosing, at its expense, whose determination of sickness or disability shall be final, binding, and not subject to the grievance and arbitration procedure of this Agreement.

Employees with ten (10) years or more of service will be paid, upon retirement or resignation, for unused sick time earned from the date of hire at the rate of \$15 per day to a maximum payment of \$1,500 provided the employee gives advance written notice at least 20 calendar days prior to the effective date of his/her retirement or resignation. This payment is in addition to any allowed credit provided for unused sick leave in accordance with Section 41-J of the New York State Employees Retirement System (Article 10.1(1)).

12.2 Paid Vacation

Regular full-time employees shall receive the following annual vacations with pay, in accordance with length of continuous, full-time service, which service shall be computed from the precise date of hiring

| <u>Period of Service Completed</u> | <u>Vacation Earned During</u> <u>Period Completed</u> |
|------------------------------------|--|
| 6 months | 1 week (5 work days) |
| 1 year | 1 week (5 work days) |
| 2 through 4 years | 2 weeks (10 work days) |
| 5 through 10 years | 3 weeks (15 work days) |
| 11 through 17 years | 4 weeks (20 work days) |
| 18 years or longer | 5 weeks (25 work days) |

Example: Three (3) weeks vacation is being earned during the fifth year. Three weeks will be posted to the employee's record at the end of the fifth year.

If an allowable holiday occurs during the employee's vacation period, that day shall not be counted as a vacation day.

Vacations must be scheduled at least one (1) week in advance with the supervisor's approval. Vacations may be granted with less than one (1) week notice with the approval of the Department Head. Vacations shall be scheduled, insofar as possible, and consistent with orderly conduct of the work, according to the wishes of the employee. Except when work schedules could be disrupted, choice of vacation periods shall be on a seniority basis.

Any eligible employee wishing to take more than two (2) weeks continuous vacation at any one time shall so request, in writing, through his/her supervisor to the Director. If in the best interest of the Authority, unused vacation may be carried over beyond the anniversary date, and if at the request of the employee, such request shall be submitted in writing through his/her supervisor to the Director. Under no circumstances, may an employee carry more than two (2) weeks vacation over beyond the anniversary date without the express written approval of the Director.

No earned vacation time may be used or paid after the effective date of resignation, but an employee so requesting will normally be granted his/her full accumulation of unused vacation time, prior to his/her resignation date. Cash payment for accumulated vacation may be made only upon termination of employment by the Authority.

12.3 Paid Holidays

Effective January 1, 1995, permanent employees shall receive the following holidays: New Year's Day, Martin Luther King, Jr.'s Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veteran's Day, Thanksgiving Day, the Friday following Thanksgiving, Christmas Day and Floating Holiday to be selected by each employee. Floating Holidays must be scheduled at least one (1) week in advance with the supervisor's approval which shall not be unreasonably denied.

When any of the above holidays falls on a Sunday, the following Monday will be considered the holiday. When a holiday falls on a Saturday, the Director shall designate at least one (1) week in advance whether the holiday will be celebrated on Friday or Monday. In his/her discretion, he/she may designate different days for different employees.

In addition to holiday pay, the Authority shall pay one and one-half (1½) times the employee's straight hourly rate for all time worked on a holiday.

In order to be eligible to receive holiday pay an employee must work both the last normal work day before and the first normal work day after the scheduled holiday, except when on paid leave.

12.4 Paid Sick Time for Dependent Illness

Each employee shall be allowed to charge absences from work in the event of illness of a dependent, upon satisfactory evidence of such, against accrued paid sick time credits up to a maximum of five (5) work days in a calendar year. A "dependent" for purposes of this section shall be defined as another person who relies upon the employee for daily care and who, because of their illness, is unable to take care of his or herself.

12.5 Bereavement Leave

Each employee shall be allowed up to four (4) working days with pay for each death of a family member. For purposes of this section, a "family" member shall include the employee's spouse, parents, mother-in-law, father-in-law, son, daughter, brother, sister, son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt, uncle, grandparents, grandparents-in-law, and grandchildren.

12.6 Additional Discretionary Leave

Subject to the express and specific approval of the Director or Assistant Director an employee may be allowed additional time off with pay up to a maximum of four (4) days in one year.

12.7 Medical Visits

Medical visits shall be permitted at the discretion of the Department Head, not to exceed two hours duration without loss of pay. It is agreed that application for this type of leave shall be made at least 24 hours in advance to the Department Head wherever practicable.

12.8 Jury Duty

Employees who are required to be absent from work to serve as jurors shall be paid for the time actually lost from work, less any amount received by the employee as juror fees. Any employee who is subpoenaed as a witness in a court proceeding, other than those involving personal interest, or personal interest of his/her relatives or friends, shall receive leave with pay, provided that there is no compensation other than the usual subpoena fees. Employees who are required to be absent for one of the reasons set forth in this paragraph shall give the Director at least forty- eight (48) hours advance notice. Employees released from jury duty prior to or during lunch break must immediately return to work for the remainder of the day.

12.9 Unrestricted Personal Leave

The Authority will grant each employee three (3) days of unrestricted personal leave per anniversary year upon prior approval of the department Head, and that approval shall not be unreasonably withheld. An employee shall apply for personal leave at least one working day in advance whenever practicable. During the first year of employment, the personal leave will be earned at the rate of one (1) day for every four months of service and may not be taken until it is earned.

Any employee entitled to paid sick time shall be entitled to one additional personal leave day in the calendar year following the calendar year in which that employee uses one sick day or less.

12.10 Notification

It is agreed that the Authority shall notify each employee of the amount of earned time off with pay (i.e., vacation, holidays, personal, and sick leave) that he/she has accumulated and used, as well as his/her placement (Grade/Step/Salary) on the Salary Schedule. Such notification shall be provided in writing every March 1 and September 1.

ARTICLE 13

UNPAID LEAVE OF ABSENCE

- 13.1** An employee shall be granted an unpaid leave of absence for a period not to exceed one year, for any reason deemed appropriate by the Director. Said leave, however, shall not be granted to engage in other employment. Except in the case of military service, no leave shall be extended so that the total amount of time exceeds one year.
- 13.2** At the time of requesting the unpaid leave of absence, the employee shall specify the dates and the reasons for which he/ she desires the leave, and shall forward it through the appropriate supervisory channels to the Director.
- 13.3** Leave requests that are covered by the Family and Medical Leave Act will be governed by the Authority's Family and Medical Leave Policy. The policy shall not be inconsistent or in violation of the rules and regulations of the Federal Family and Medical Leave Act of 1993.

ARTICLE 14

SAFETY AND HEALTH

14.1 The Authority shall make every effort to maintain reasonable provisions for the safety and health of its employees during the hours of their employment. The Authority agrees to provide protective devices, such as rubber gloves, seat belts in trucks, and other equipment necessary to protect the employee from injury and sickness. The Authority agrees to provide lockers, showers and toilet facilities at NY 1-5, subject to the availability of space for such installations.

In addition, the Authority shall provide twenty (20) lockers in the main office to be placed in such a manner that all employees have access to them to store their valuables in their respective areas

The Authority shall contribute \$100.00 every twelve (12) months to each eligible employee for the purchase of approved safety shoes. Eligible employee shall mean all employees whose positions require safety shoes pursuant to O.S.H.A. Regulations.

14.2 To the extent practicable, no employee shall be required to perform duty in a dwelling unit containing substantial health hazards. It is understood, however, that the final decision with respect to the applicability of this Section shall rest with the Director, Assistant Director, or Director of Maintenance.

14.3 All employees within the Authority shall be covered under the New York State Worker's Compensation Law.

14.4 For permanent employment, each employee may be required to have a medical examination, which shall be paid for by the Authority. Other aspects of the examination shall include: personal interview, check of employment, character reference, check of police records. Upon satisfactory results, the applicant may be considered for employment.

14.5 There shall be two (2) workers on duty at all times in emergencies. An emergency shall be a situation which requires immediate attention and is not of usual occurrence. The final decision with respect to the applicability of this Section shall rest with the Assistant Executive Director, Director of Maintenance, or Building and Grounds Supervisor.

ARTICLE 15

PROMOTIONS

- 15.1** Where skill and ability are equal, employees with seniority shall be promoted to higher rated jobs which are classified as noncompetitive when such job openings occur; provided in all cases, that such employees are qualified in accordance with the rules and regulations of the County Department of Personnel, meet all the requirements for promotion as established by that Department, and are reliable and efficient in their job performance.
- 15.2** Seniority shall be defined as the length of continuous service from the last date of hire. When two or more employees are hired on the same date, surnames, alphabetically arranged, shall govern seniority.
- 15.3** All positions in the non-competitive classification that would provide for a lateral transfer for employees will be posted for five (5) working days. Seniority will prevail for transfer if the employee has demonstrated that he/she is reliable and efficient in his/her job performance and possesses the necessary skills to perform adequately in the new position. The final decision will be made by the Authority subject to the employee seeking recourse through the grievance procedure.
- It is understood that all time spent on a job (even if out of title) shall be considered as qualifying experience when application is made for that same job.
- 15.4** The Authority agrees that it will forward to the Unit President a monthly list of all competitive and non-competitive vacant positions, which the Authority desires to fill.
- 15.5** Any employee who is promoted or transferred to a new job title in the same pay grade shall serve a new probationary period of one year. SHA reserves the right during the new probationary period to return the employee to their former position, and such decision shall not be subject to the grievance process.

ARTICLE 16

PROBATION

- 16.1** Each new employee who enters the employment of the Authority shall be considered on probation for a period not to exceed one (1) year.
- 16.2** It is agreed that a probationary employee may be discharged at the sole discretion of the Authority and he/she shall not have the right to seek relief pursuant to the Grievance and Arbitration procedure of this Agreement.

ARTICLE 17
LAYOFF AND RECALL

17.1 Layoff

The word "layoff" means a reduction in work force for any reason including, but not limited to, a reduction in number of employees in a job classification or classifications as determined by the Authority, the elimination of jobs because of consolidation of duties, the installation of new equipment or machinery, or the curtailment or replacement of the existing facility or because of any other reason.

17.2 Layoff Procedure

In the event of a layoff, the following procedure will be followed:

- (1) temporary and seasonal employees in the classification involved will be the first laid off,
- (2) probationary employees in the classification involved will be the next laid off,
- (3) seniority employees (that is, employees who are past their probationary period) in the classification involved will be laid off in reverse of their seniority.

A seniority employee who is displaced from his/her own classification shall have the following bumping rights provided that he/ she is able to perform the work required without additional training.

- (1) he/she may transfer into a vacancy, if one then exists, in some lower classification;
- (2) he/she may bump into the job held by a temporary or seasonal employee in some lower classification;
- (3) he/she may bump into the job held by a probationary employee in some lower classification.

17.3 Recalls

In recalls from layoff, employees shall be recalled to the classification from which they were laid off in order of greater seniority among other employees in that same classification who are also on layoff. It is understood, however, that in both layoffs and recalls, seniority shall be followed only if the senior employee has the ability, proficiency, and experience to do the job required without further training and possesses such qualifications on a par equal to the junior employee.

Except as set forth in Section 18.2, there shall be no bumping or relative seniority rights between employees of different classifications, unless, in the exclusive opinion of the Authority, a senior employee about to be laid off is completely qualified to displace a junior employee in another classification.

- 17.4 An employee recalled to work shall be given notice to that effect mailed to his/her latest address on file in the Housing Authority's Personnel Office by telegram or registered or certified mail. This Article shall not apply where there are contrary procedures set forth in the applicable Civil Service Law or Regulations or where, by statute, an employee is given greater seniority rights because of veteran's status.

ARTICLE 18

DISCIPLINARY RIGHTS OF EMPLOYEES

- 18.1 An employee who has been continuously employed and who has completed their initial probationary period shall have the right to challenge any disciplinary action through the Grievance and Arbitration Procedure if the action constitutes an unjust exercise of management rights, unless the employee waives such rights by pursuing the procedure available under Section 75 of the Civil Service Law.
- 18.2 An employee who has been continuously employed and who has completed their initial probationary period shall have the full protection of Section 75 of the Civil Service Law relating to discharge, suspension, reprimand, fine or demotion, unless the employee waives such protection by pursuing the Grievance and Arbitration Procedure.
- 18.3 Within **seven (7) working days** after receipt of written notice from the Authority of any proposed disciplinary action, the employee shall submit to the Personnel Administrator or his/her designee a written grievance commencing at Step 2 (and proceeding to Step 3 if necessary) of Article 20 or a written statement that he/she desires to follow the procedures provided for in Section 75 of the Civil Service Law. The employee's election of utilizing either the grievance procedure or the procedure provided in Section 75 shall preclude the use of the other. If the employee fails to make a timely election, the grievance and arbitration procedure shall be deemed waived and the employee shall be disciplined in accordance with the procedures under Section 75.

ARTICLE 19

GRIEVANCE AND ARBITRATION PROCEDURES

19.1 A "grievance" shall be defined as any dispute or controversy between an employee and the Authority arising out of the interpretation or application of an express provision of this Agreement.

19.2 Each employee shall have the right to present his/her grievance in accordance with the provisions provided herein, free from interference, restraint, discrimination, or coercion and shall have the right to be represented by a representative of the Association of his/her own choosing.

19.3 STEP 1:

In cases not involving discipline, a grievance shall first be raised orally by the grievant and/or a member of the Association's Grievance Committee to the Authority's Personnel Administrator or his/her designee together with the grievant's immediate supervisor. This Step 1 meeting must take place within **seven (7) working days** from when the employee becomes aware of the occurrence giving rise to the grievance. If the employee fails to request a Step 1 meeting in a timely manner, the grievance shall be deemed waived and the matter shall be closed. The Step 1 meeting may take place during working hours so long as it does not serious conflict or curtail the grievant's or committee person's work duties.

19.4 STEP 2:

If the grievance is not resolved at Step 1, within **seven (7) working days** after the Step 1 meeting, the grievant or Association committee person shall serve the Personnel Administrator or his/her designee with a written grievance and the specific nature of the grievance, signed by the grievant. Failure to serve the written grievance in a timely manner will constitute a waiver of the grievance procedure. Upon receipt of a written grievance, the Personnel Administrator shall, within **ten (10) working days**, convene a meeting to discuss the grievance with the Association's Grievance Committee. Failure to convene the Step 2 committee hearing in a timely manner will result in the grievance being granted unless such delay is caused by the Association's Grievance Committee.

If the grievance remains unresolved after the Step 2 meeting, the Personnel Administrator shall serve a written answer to the grievance upon both the Association and the grievant within **ten (10) working days** after the Step 2 meeting. If the parties mutually agree, there may be an additional meeting between the Personnel Administrator or his/her designee and the Association's Field Representative or his/her designee.

19.5 STEP 3:

If the grievance remains unresolved and if the grievance involves an alleged violation by the Authority of an express provision of this Agreement, the Association may, within **thirty (30) calendar days** of receipt of the Step 2 answer, submit the grievance in writing (copy to the Personnel Administrator) to the American Arbitration Association (AAA) in accordance with its Rules and Regulations. If the grievance was not submitted to the AAA on a timely basis, the grievance will be deemed waived and there shall be no right to arbitration.

- 19.6** The fees and expenses of the arbitrator shall be shared equally by the Authority and the Association. The arbitrator shall hear the grievance promptly and shall issue a decision no later than thirty (30) calendar days after the filing of briefs or after the close of the hearing if no briefs are filed. The decision of the arbitrator shall be final and binding on all parties to the proceeding.
- 19.7** The arbitrator shall have no power to add to, subtract from or change any of the provisions of this Agreement nor render any decision which conflicts with a law, regulation, directive or contract obligation binding on the Authority which is not specifically set forth in this Agreement. Awards may not be retroactive beyond one week prior to service of the written grievance upon the Director.
- 19.8** The time limits set forth in this Article may be extended only by mutual written agreement of the parties.

ARTICLE 20

EMPLOYEE FUNDRAISING FUND

- 20.1** It is understood that the employees desire to create an Employee Fundraising Fund for the sole purpose of advancing the welfare of the employees. The fund shall consist solely of funds raised by and belonging to the employees, and the Authority shall have no obligation to make contributions to the fund. However, in order to promote harmonious labor relations, the Authority agrees to establish a separate account and administer the fund at no cost to the employees.
- 20.2** All employee fundraising activities shall be subject to the approval of the Joint Standing Committee.

ARTICLE 21

RECLASSIFICATION PROCEDURE

“Reclassification” and “Classification” shall be determined in accordance with the applicable sections of the Civil Service Law as amended.

21.1 Step 1 – Any employee who sincerely believes that he/she is continually performing “out-of-title” work shall have the right to confer regarding same with his/her Department Head and shall have the further right to be represented by an Association representative during said conference. Within ten (10) days following said conference, the Department Head shall be required to make a recommendation, in writing, setting forth his/her reasons therefor.

In the event the Authority decides in the employee’s favor, the Authority shall, in cooperation with the employee or Association representative, prepare the necessary material to reclassify the position and forward it to the Onondaga County Personnel Department and the employee shall be required to fulfill any promotional examination requirements imposed under Civil Service Law. However, if the problem is not satisfactorily resolved in Step 1 of this Article, it can be presented in writing and processed as in Step 2.

21.2 Step 2 – In the event the matter is not resolved satisfactorily to the employee under Step 1 of this Article, the said employee shall have the right to pursue the matter pursuant to Section 61 of the Civil Service Law.

ARTICLE 22

SUPERVISORS

22.1 Although some supervisory positions are part of the bargaining unit covered by this Agreement, the Association agrees that all such supervisors have a paramount and principal obligation to faithfully supervise, direct and control employees in accordance with the direction and wishes of the Director and his/her staff. Accordingly, the Association agrees:

- (1) that neither the Association, nor its representatives or members, shall interfere with, coerce, restrain, discriminate against, or impose any penalty against any supervisor because of the supervisor’s performance of his/her work related duties;
- (2) no statement by a supervisor shall be construed as binding against the Authority in arbitration involving the interpretation of this Agreement.

ARTICLE 23

GENERAL CONSIDERATIONS

- 23.1** No article or section of this Agreement shall be in violation of the State Civil Service Law, the Rules and Regulations of the State Department of Civil Service, the Rules and Regulations of the Onondaga County Department of Personnel or any other local, state or federal laws, or any existing contract the Syracuse Housing Authority has with any loaning agencies.
- 23.2** Should any term or provision of this Agreement be in conflict with any State or Federal statute or other rule, regulation or order which is legally binding upon the Authority, including applicable Civil Service rules and regulations, then such law or rule or regulation shall prevail, and the conflicting term or provision of this Agreement shall be deemed null and void. In such event however, all other terms and conditions of this Agreement shall continue in full force and effect.
- 23.3** The Authority reserves the right of immediate dismissal of any employee who, during working hours is found consuming or in possession of alcoholic beverages or any controlled substance covered by the Federal Drug-Free Workplace Act. The Authority reserves the right to test employees pursuant to its Drug and Alcohol Testing Policy. This Section shall be subject to law and the terms and conditions of this Agreement.
- 23.4** Any employee who is absent from work for ten (10) or more consecutive working days without having given prior notification or without having been excused by the Authority shall be considered to have quit his/her position.
- 23.5** The Authority and the Association shall each designate up to three (3) representatives to form a Joint Standing Committee. The Committee will meet at a mutually convenient time during the first half of each calendar month for the purpose of discussing and considering matters of mutual concern between the parties.
- 23.6** The Authority and CSEA will form a committee to study future health insurance options and a sick leave bank.
- 23.7** 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.

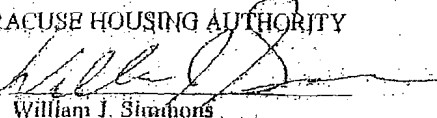
23.8 This Agreement shall not become effective until the Authority has received the written approval of the applicable government agencies.

ARTICLE 24

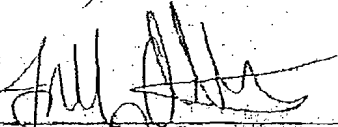
DURATION

- 24.1 Neither party to this Agreement shall make or attempt to make any alteration, change or variation of any of the items expressly and specifically covered by this Agreement, without written mutual consent.
- 24.2 This Agreement shall be for a period of three years and shall, upon date of final approval by all appropriate governmental authorities, be effective from January 1, 2008 to December 31, 2010, provided however that this Agreement shall be reopened for negotiations based solely on the issue of salary adjustment for year three of the Contract which is January 1, 2010 to December 31, 2010.

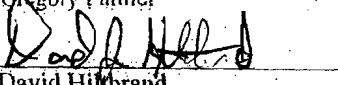
SYRACUSE HOUSING AUTHORITY

BY: 
William J. Simmons

CSEA

BY: 
Frank Antonucci

BY: 
Gregory Palmer

BY: 
David Hilbrand

BY: 
Deborah Whitty

BY: 
Diane Nencetti

**APPENDIX A
SALARY SCHEDULE
January 1, 2008 - December 31, 2008**

| Grade | Hire | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|--------------|-------------|---------------|---------------|---------------|---------------|---------------|
| A | 19,845 | 20,821 | 21,850 | 22,923 | 24,058 | 25,247 |
| B | 21,390 | 22,445 | 23,554 | 24,717 | 25,940 | 27,225 |
| C | 23,061 | 24,200 | 25,393 | 26,650 | 27,974 | 29,361 |
| D | 24,861 | 26,088 | 27,379 | 28,738 | 30,169 | 31,663 |
| E | 26,806 | 28,137 | 29,529 | 30,992 | 32,540 | 34,159 |
| F | 28,907 | 30,338 | 31,850 | 33,434 | 35,096 | 36,843 |
| G | 31,174 | 32,723 | 34,355 | 36,064 | 37,863 | 39,749 |
| H | 33,630 | 35,299 | 37,058 | 38,906 | 40,847 | 42,888 |
| I | 36,270 | 38,082 | 39,982 | 41,975 | 44,070 | 46,274 |
| J | 39,131 | 41,084 | 43,133 | 45,286 | 47,554 | 49,931 |

**APPENDIX B
SALARY SCHEDULE
January 1, 2009 - December 31, 2009**

| Grade | Hire | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|--------------|-------------|---------------|---------------|---------------|---------------|---------------|
| A | 20,440 | 21,446 | 22,506 | 23,610 | 24,779 | 26,005 |
| B | 22,032 | 23,118 | 24,261 | 25,458 | 26,718 | 28,042 |
| C | 23752 | 24,926 | 26,154 | 27,450 | 28,813 | 30,242 |
| D | 25,607 | 26,870 | 28,201 | 29,600 | 31,074 | 32,613 |
| E | 27,610 | 28,981 | 30,415 | 31,921 | 33,516 | 35,184 |
| F | 29,774 | 31,248 | 32,805 | 34,437 | 36,149 | 37,948 |
| G | 32,109 | 33,705 | 35,385 | 37,146 | 38,999 | 40,941 |
| H | 34,638 | 36,358 | 38,170 | 40,073 | 42,072 | 44,175 |
| I | 37,359 | 39,225 | 41,181 | 43,234 | 45,392 | 47,662 |
| J | 40,305 | 42,316 | 44,427 | 46,645 | 48,981 | 51,429 |

**APPENDIX C
JOB GRADES**

| Grade | Position |
|--------------|---|
| B | Clerical Aide Information Aide |
| C | Clerk I Custodial Worker I Laborer I Switchboard Operator Typist I |
| D | Account Clerk I Account Clerk II Account Clerk-Typist I Account Clerk-Typist II Administrative Aide Clerk II (PPCC) Clerk II (Stock) Control Clerk Dispatcher Employee Insurance Rep. Guard Housing Services Aide Maintenance Carpenter's Helper Maintenance Helper Modernization Aide Programmer Trainee Property Services Aide Purchasing Clerk Sewer Maintenance Worker I Tenant Selector Tenant Services Organizer Typist II |
| E | Assistant Elderly Supervisor Bus Driver Housing Security Aide Maintenance Worker I Programmer I Social Worker Assistant |

- F
 - Account Clerk III
 - Administrative Assistant
 - Assistant H.A.P.P. Supervisor
 - Clerk III
 - Complaint Investigator
 - Graphics Technician-Typist
 - Housing Aide (Collections)
 - Housing Services Specialist
 - Inspector
 - Stockkeeper

- G
 - Accountant I
 - Auto Mechanic
 - Coordinator of Special Subsidized Housing Programs
 - Exterminator
 - Housing Site Manager
 - Maintenance Worker II
 - Program Coordinator
 - Social Worker

- H
 - Assistant Occupancy Supervisor
 - Assistant Leasing & Marketing Manager
 - Maintenance Carpenter
 - Maintenance Electrician
 - Housing Site Manager
 - Inventory Control Specialist
 - Labor Crewleader
 - Locksmith
 - Maintenance Mechanic
 - Mason
 - Steamfitter-Plumber
 - Clerk of the Works I

- I
 - Automotive Mechanic Crewleader
 - Grounds Crewleader
 - Housing Maintenance Crewleader
 - Steamfitter-Plumber Crewleader

- J
 - Clerk of the Works II
 - Housing Maintenance Supervisor (Buildings)
 - Housing Maintenance Supervisor (Grounds & Garage)
 - Housing Maintenance Supervisor (Structures)
 - Programmer II
 - Purchasing Modernization Coordinator

**MEMORANDUM OF
EMPLOYEE BENEFIT FUND AGREEMENT**

The benefit provided under Section 4.9 shall be a vision care plan through the CSEA Platinum 12 Plan (with Occupational Rider). The cost of this Plan shall be borne seventy-five percent (75%) by the Authority and twenty-five percent (25%) by each employee enrolled in the plan through a regular deduction from his/her paycheck.