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AGREEMENT

BETWEEN THE

BOARD OF DIRECTORS

OF THE

CORTLAND HOUSING AUTHORITY

AND THE

**CSEA, INC., LOCAL 1000
AFSCME, AFL-CIO**

BY THE

**CORTLAND HOUSING AUTHORITY
UNIT 6559**

OF

CORTLAND COUNTY LOCAL 812

EFFECTIVE

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APRIL 1, 2006, THROUGH MARCH 31, 2009

AUG 11 2008

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

10

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AGREEMENT

Entered into by and between CSEA, Inc., Local 1000, AFSCME, AFLCIO, hereinafter referred to as "CSEA", and the CORTLAND HOUSING AUTHORITY, hereinafter referred to as the "Authority", in the manner following

In consideration of the mutual covenants contained herein, the parties hereto agree as follows:

ARTICLE I **RECOGNITION**

The Authority recognizes the CSEA, Inc., Local 1000, AFSCME, AFLCIO. as the sole and exclusive bargaining representative for the purpose of establishing salaries, wages, hours, and other terms and conditions of employment as defined in SECTION 201(4) of the Civil Service Law, for members and agency fee payers of the defined bargaining unit for the duration of this Agreement.

The CSEA, Inc., Local 1000, AFSCME, AFLCIO represents the full time office and maintenance employees of the Authority. All seasonal, casual, or other irregularly scheduled employees and temporary positions with a term of less than one year shall be excluded from the bargaining unit. All employees, who fill positions within the jurisdictional classification of exempt or unclassified as defined by the Civil Service Rules shall be excluded from the bargaining unit. All officers and employees who are listed in Appendix "A" of this Agreement shall be excluded from this bargaining unit.

ARTICLE II **MANAGEMENT RIGHTS**

Except as limited by other provisions of this Agreement, all of the authority, rights, and responsibilities possessed by the Authority are retained by it, including, but not limited to, the right to determine the mission, purposes, objectives, hours, scheduling, days off, leave of absences, and policies of the Authority: to determine the facilities, methods, means and number of personnel required for conduct of Authority programs; to administer the merit system, including the examination, selection, recruitment, hiring, appraisal, training, retention, promotion, assignment or transfer of employees pursuant to law; to direct, deploy, and utilize the workforce; to establish specifications for each class of positions in accordance with law; and to discipline or discharge employees in accordance with law and the provisions of this Agreement.

ARTICLE III **CSEA RIGHTS**

SECTION 1. The CSEA shall have the right to post notices and other communications on dedicated bulletin boards maintained on the premises and facilities of the employer. At the time

of each posting, a copy of the posting will be sent to the Executive Director or his/her designee. All postings must comply with State and Federal Laws. The Officers and Agents of the CSEA shall have the right to visit the employer's facilities for purposes of adjusting grievances and administering the terms and conditions of this Agreement upon reasonable notice and so as not to interfere with daily operations of the Authority.

SECTION 2. The Unit President and Stewards shall have access to accrual records of employees within their jurisdiction with the written approval of the employee.

SECTION 3. The Unit President shall provide to the Executive Director each April 1st of the Agreement the names of the appointed officers and stewards. The Unit President shall also notify the Executive Director of additions or deletions to the list.

ARTICLE IV **WORKDAY – WORKWEEK**

SECTION 1. The workweek for office employees shall be thirty-five (35) hours. The workweek for maintenance employees shall be forty (40) hours. Both parties agree that the position of Assistant to the Building Maintenance Supervisor shall remain a thirty-five (35) hour per week position.

SECTION 2. For Office employees, the workday shall begin at 8:30 a.m. and end at 4:30 p.m., Monday through Friday with a one-hour unpaid lunch period. For the period June 1 through August 31 each year, office employees' workday shall be 8:30 a.m. to 4:00 p.m. with an unpaid lunch period of one-half (1/2) hour.

For Maintenance employees, the workday shall be 7:00 a.m. to 3:30 p.m., including one-half hour unpaid lunch period, Monday through Friday. Changes from a 7:00 a.m. to 3:30 p.m. schedule can be made only for reasonable cause.

SECTION 3. The workweek shall start at 12:01 a.m. Monday and end at 12:00 midnight Sunday.

SECTION 4. Rest Periods. All full-time employees shall receive two (2) fifteen (15) minute rest periods per workday provided that they work a full day as stated in Article IV, Section 2. All full-time employees working a minimum of four hours but less than their full day will be entitled to one (1) fifteen (15) minute rest period per workday. Rest periods are intended to be taken at mid-point of the hours worked prior to and after the meal period or as assigned by the supervisor.

Rest periods shall not be used to extend meal periods or to adjust the regularly scheduled workday start and stop times.

Unused rest periods shall be forfeited.

SECTION 5. OVERTIME

No time shall be worked in excess of the basic workweek unless specifically directed or authorized by the Executive Director or her/his designated representative. Any such time worked in excess of the basic workweek shall be compensated for in the following manner:

- a. For office employees, hours worked in excess of thirty-five (35) hours per week, but less than forty (40) hours per week employees shall upon mutual agreement with the Executive Director or her/his designee, receive their choice of compensatory time on an hour for hour basis or a pay at their base hourly rate. The choice of the employee shall not be unreasonable denied.
- b. For both office and maintenance employees, hours worked in excess of forty (40) hours per week shall be compensated upon mutual agreement with the Executive Director or her/his designee, at either time and one-half the employee's base hourly rate, or time and one-half hours of compensatory time, at the choice of the employee. The choice of the employee shall not be unreasonable denied.
- c. Employees may accumulate up to fourteen (14) (office) or sixteen (16) (maintenance) hours compensatory time. The employee must take said compensatory time within ninety (90) days of receipt. Should an employee request use of accumulated compensatory time and be denied, use of such time can be extended beyond ninety (90) days.
- d. The Authority will make a good faith effort to distribute overtime equally among maintenance employees within their class.

ARTICLE V **ON-CALL DUTIES AND COMPENSATION**

SECTION 1. All maintenance mechanics will be required, upon the request of management, to be available for "on-call" duty. "On-call" maintenance may use the Authority vehicle for transportation to and from home and work and to such sites or locations as reasonable required by the "on-call" status. No other use of the vehicle is authorized. The Authority's insurance liability will not cover any violation of this policy.

SECTION 2. The compensation for being "on-call" and carrying the pager for the period commencing at 3:30 p.m. on Monday of each week and ending at 7:00 a.m. on Friday of each week shall be a per diem amount of \$20.00. If an employee is called into work, he shall be entitled to be paid time and one-half of his normal rate of pay and shall be entitled to be paid for a minimum of one hour's work.

SECTION 3. The compensation for being on "weekend on-call" for the period commencing 3:30 p.m. on Friday of each week and ending at 7:00 a.m. Monday, shall equal at a minimum to what an individual would be paid for working six (6) hours at time and one-half of his or her normal rate of pay. Each time an individual is called in to work in excess of six (6) hours while "on-call" during a weekend period, he shall be compensated at a rate of pay equal to time and one-half of his normal rate of pay.

SECTION 4. The compensation for being "on-call" and carrying the pager on holidays as specified in Article XXIV of the contract and the holiday of Easter, shall be \$30.00 (with the exception of floating holiday) in addition to the amount specified in Section 2 of this Article. If an employee is called into work, he shall be entitled to be paid time and one-half of his normal rate of pay and shall be entitled to be paid for a minimum of one hour's work.

ARTICLE VI **WAGES**

SECTION 1. Effective April 1, 2006, employees shall receive a 3.5% increase in their base salary, exclusive of overtime and longevity.

Effective April 1, 2007, employees shall receive a 3.5% increase to their base salary, exclusive of overtime and longevity.

Effective April 1, 2008, employees shall receive a 3.75% increase in their base salary, exclusive of overtime and longevity.

SECTION 2. The pay increases set forth in SECTION 1 shall be distributed as follows:

Office employees pay increases shall be calculated as a straight percentage of the individual employee's salary.

Maintenance employees pay increases shall be calculated as an equal hourly rate of pay increase for all maintenance employees, based on the agreed upon percentage applied to the average hourly rate of all maintenance employees. (e.g. the current salary of all maintenance employees shall be multiplied by the annual percentage and that sum shall be divided by the number of employees).

SECTION 3. Employees shall be paid on a bi-weekly basis to the total of 26 pay periods.

ARTICLE VII **VACATION**

SECTION 1. All employees covered by this Agreement shall receive vacation calculated on the fiscal year of the Housing Authority that is April 1st to March 31st.

SECTION 2. Vacation shall be earned in one fiscal year and credited on April 1st of the next fiscal year.

SECTION 3. Employees hired after April 1, will be apportioned vacation credit as follows: 1/12th of ten days (rounded to nearest whole day) for each month employed prior to April 1st. Anyone hired prior to the 15th of the month shall receive credit for that month for the purpose of computing vacation.

SECTION 4. Vacation after continuous service is credited as follows:

<u>Years of Employment</u>	<u>Vacation (working days)</u>
1	10
2	11
3	12
4	13
5	14
6	15
7	16
8	17
9	18
10	19
11-13	20
14-16	22
17-19	24
20-25	25

SECTION 5. Each employee who accumulates more than thirty (30) days unused earned vacation days is permitted to convert any accrued vacation time over the thirty days to cash payment at the ratio of two (2) days surrendered to one (1) day cash payment.

SECTION 6. Employees, generally, shall be encouraged to take annual vacations to the extent of the amount of earned vacation leave.

SECTION 7. An employee, who terminates his /her employment except for dismissal for cause, is entitled to be paid for all accrued vacation, provided that:

1. the employee gives ten (10) working days written notice to the Personnel Officer of his/her resignation AND
2. the employee works for at least ten (10) days following such written notification.

Vacation allowance shall not be payable until a minimum of 26 weeks of service is completed.

ARTICLE VIII

SICK LEAVE

SECTION 1. Each employee shall be permitted to accumulate up to 175 days (1225 hours for a 35 hour per week employee or 1400 hours for a 40 hour per week employee) of paid sick leave. This earned sick leave may be applied toward time off due to personal illness, personal injury, other personal medical disability, and personal medical appointments. Such leave shall be reduced by the appropriate amount of time absent. Sick leave shall accumulate at the rate of one (1) day per month. Sick leave may be used in one-quarter (1/4)-hour increments. Except as may otherwise be allowed in this agreement, no credit for sick leave under this rule shall be allowed

unless the employee has been on full pay status for more than half the working days of the calendar month. Sick leave shall be credited on the next day following completion of half the working days of the calendar month. Leave balances shall be provided to each member of the bargaining unit on a bi-weekly basis.

SECTION 2. Employees hired under this Agreement shall receive one (1) sick day for the month of hire if the employee is hired on or before the 15th day of the month. Employees hired after the 15th day of a month shall not receive a sick leave day for that month.

SECTION 3. When continuous sick leave is more than five (5) days, the Housing Authority management shall require a statement from the employee's medical provider certifying that the employee is under the physician's care and the period of disability.

When an employee has used in excess of twelve (12) equivalent full days of paid sick and/or family sick leave in the prior twelve (12) months which are not verified by a medical provider's statement, the Housing Authority management may require a statement from the medical provider's office or a statement from the family member's medical provider's office during the subsequent twelve (12) month period.

SECTION 4. Any accumulated sick leave in excess of 175 days may be converted to personal time off at the rate of 5 full days of excess sick leave for one personal day off, personal time so acquired shall be used in the year accumulated if possible and in any event within the first ninety (90) days after the end of the year in which such personal time off accrued. This provision shall apply only to those employees who work a minimum of 1755 hours per year.

SECTION 5. An employee shall be allowed to use up to a maximum of four (4) days of accumulated sick leave, per year for absence from work necessitated by illness in the employee's immediate family (children, spouses, and/or other relative who is a member of the household). Employees are encouraged to use personal time first and then use the four days of sick leave.

SECTION 6. Employees are required to call in to his/her Housing Authority supervisor or his/her designated management representative within one hour prior to the start of their regularly scheduled work shift when utilizing sick leave or if that is not possible, as soon as practicable, if no prior notification has been given.

SECTION 7. Sick and/or Family Sick leave may be used the last regularly scheduled workday preceding or following a holiday or weekend, if a statement of need from a medical provider is furnished, when requested by the Housing Authority management.

ARTICLE IX

ACCRUED SICK LEAVE UPON RETIREMENT

At the time of retirement, employees shall use the first 165 unused sick leave days as extra pension credit in accordance with the rules established by the New York State Employees Retirement System under Section 41j. Employees may convert up to 10 unused sick leave days

in excess of the 165 on a one-for-one basis not to exceed \$1,750 to pay for the employee's portion of retiree health insurance.

ARTICLE X OUT OF TITLE WORK

SECTION 1. An employee who is designated by the Executive Director to perform the duties full time of a higher position shall receive the salary of the higher position after one pay period (2 weeks) of consecutive service in the higher position, subject to Board approval.

ARTICLE XI LEAVE OF ABSENCE

SECTION 1. A leave of absence without pay may be granted a permanent employee for a specified period not to exceed one (1) year, or to a non-permanent employee for a specified period not to exceed two (2) months, for approved reasons. Said reasons shall include, but not to be limited to, pregnancy, medical disability, educational pursuits, family illness, or compelling personal reasons.

SECTION 2. A leave of absence without pay of thirty (30) days or less shall require Executive Director approval. A leave of absence without pay exceeding thirty (30) days shall require approval from both the Executive Director and the Authority. The Housing Authority requires medical certification to support a request for leave because of a serious health condition, and may require a second or third opinion (at Housing Authority expense) and a Fitness for Duty Report to return to work full time without restrictions. The Housing Authority may require other certification to support other types of requests for leave under this section.

SECTION 3. An employee who is granted a leave of absence without pay shall be required to convert leave without pay, into leave with pay by utilizing all applicable leave time (sick, vacation, personal, compensatory, and floating holiday) to the extent that the employee's leave accrual balances allow. An employee granted a leave of absence without pay may elect to retain up to five (5) vacation days for use upon his/her return from leave.

SECTION 4. An employee on leave of absence without pay will continue to receive health insurance benefits as prescribed by Article XVII for a period not to exceed three (3) months, after which time the employee may elect to continue coverage at the employee's expense for the duration of the leave of absence without pay. No more than three (3) months of leave without pay with health insurance benefits will be funded by the Authority within any twenty four consecutive months.

SECTION 5. An employee on leave of absence without pay will continue to receive health insurance benefits as prescribed by Article XVII for a period not to exceed three (3) months, after which time the employee may elect to continue coverage at the employee's expense for the duration of the leave of absence without pay.

SECTION 6. A leave of absence without pay may be terminated prior to the original expiration date, upon mutual agreement of the employee and the Executive Director.

SECTION 7. The failure of an employee to return to his/her position following the expiration of a leave of absence shall be deemed a resignation upon the date such leave commenced.

SECTION 8. Use of leave without pay for purposes other than those for which it was granted shall be deemed a resignation upon the date such leave commenced.

SECTION 9. An employee may not take a leave without pay to accept other employment, and acceptance of other employment while on leave without pay shall be deemed a resignation upon the date such leave commenced.

ARTICLE XII **RETIREMENT**

SECTION 1. All employees covered by this agreement shall receive SECTION 75(g) of the New York State Retirement System.

SECTION 2. Those employees who join the Retirement System on or after July 1, 1976 shall be members of the New York State Tier III Retirement Plan and who join after September 1, 1983 shall be member of Tier IV Retirement Plan or as otherwise provided by statute.

SECTION 3. Section 41j of the Retirement System shall be provided to all employees who join the NYS Retirement System.

ARTICLE XIII **JURY DUTY**

Employees called to serve on Jury Duty shall receive the difference between their Jury Duty pay and their regular salary. However, any employee who is called to serve on Jury Duty must report to work if there are more than four (4) hours left in his shift assignment after discharge from jury duty.

ARTICLE XIV **BEREAVEMENT LEAVE**

SECTION 1. In the event of a death of one of the following members of an employee's family – parents (including foster or step parents), spouse, children, brothers, sisters, grandparents, spousal equivalent, or other relative who is a member of the household, or mother-in-law or father-in-law, the employee shall be excused from work at his or her request, the day of the

funeral and up to three (3) additional days and shall not suffer any loss in pay, provided the employee was regularly scheduled to work the day of the funeral or the three additional days.

SECTION 2. In the event of the death of an employee's aunt, uncle, brother-in-law, sister-in-law, or spouse's grandparent, the employee shall be excused from work, at his or her request, the day of the funeral and shall not suffer any loss in pay, provided the employee was regularly scheduled to work the day of the funeral.

SECTION 3. Funeral leave is granted for the purpose of attending the funeral and/or assisting the family and attending to estate matters.

ARTICLE XV PERSONAL LEAVE

Each employee covered by this agreement shall be entitled to take up to four (4) paid personal leave days each fiscal year, but such leave shall not be cumulative from year to year. Notification, in writing, for personal leave must be submitted to the executive Director or his/her designee, at least forty-eight (48) hours in advance except in cases of emergency.

ARTICLE XVI EXCESSIVE ABSENTEEISM

It is understood that excessive absenteeism, excessive tardiness, excessive early departure, or the abuse of sick leave constitutes just cause for discipline and it is the intent of the Housing Authority to take corrective action.

ARTICLE XVII HEALTH INSURANCE

SECTION 1. Full-time permanent employees may elect to have individual coverage or family health insurance coverage under the following plan; the plan to be used is Empire Plan. On December 1, 2006, the Authority shall provide Health Insurance under the Excellus Blue EPO Balance Option 11 plan coverage.

The Authority may change plans and/or providers as long as the new plan is equal to or better than the plan in effect as outlined in Section 1 above.

If CSEA offers a Health and Welfare Health Insurance Option that is available to this employer and bargaining unit members the parties agree to negotiate offering the program as an alternate plan.

SECTION 2. Said plans will be provided as follows:

<u>Employee Contribution</u>	<u>Individual</u>	<u>Family</u>
Upon ratification by both parties	5%	10%
April 1, 2007	9%	12.5%
October 1, 2007	13%	15%
April 1, 2008	17%	17.5%
October 1, 2008	20%	20%

SECTION 3. An eligible current employee who, after receiving full information about the health insurance benefits available, elects not to join the health insurance plan or chooses to withdraw from the plan, shall be paid (30%) pro rata of the annual premium for individual coverage for each year (January – December) that he/she does not join such plan, provided that the employee provides proof of coverage under another insurance program. This payment shall be payable in the first payroll period in December of each year.

SECTION 4. Employee contributions for the health insurance premium shall be deducted in equal amounts from each bi-weekly paycheck. Coverage for new employees hired prior to the 16th of the month shall become effective on the first of the following month. Coverage for new employees hired on or after the 16th of the month shall become effective on the first day of the second month following employment (e.g. date of hire of May 17 would result in coverage effective July 1).

SECTION 5. The Authority agrees to provide a Flexible Spending Account option for premium conversion. Employees must opt out of the premium conversion option of this plan.

SECTION 6. Open enrollment for the health insurance plan shall be during the period from November 15th to December 15th annually. The new enrollment date will be effective January 1st

SECTION 7. An employee on a leave of absence without pay under this Article or Article XI, Section 6 or Section 71 or 72 of Civil Service Law will continue to receive health insurance benefits as prescribed in this Article for a period not to exceed three (3) months, after which time the employee may elect to continue coverage at the employee's expense for the duration of the leave.

SECTION 8. Health Insurance coverage upon retirement:

Employees shall be eligible to continue health insurance into retirement provided they have met the requirements in Section 8: A, B, C, and D below.

Completion of a minimum of ten (10) consecutive years with the Cortland Housing Authority; and

- A. are employed by the Cortland Housing Authority at the time of retirement;
- B. are enrolled in the health plan at the time of retirement;
- C. provide the Employer with proof of retirement and otherwise meet the

definition of retirement as specified by the NYS Retirement System;
D. be at least 55 years old;

The monthly health insurance premium for a retired employee who chooses individual health coverage shall be as follows:

Years of Service	Employee Share	CHA Share
10 years service but less than 15 years	40%	60%
15 years service but less than 20 years	30%	70%
20 years service or more	20%	80%

The monthly health insurance premium for a retired employee who chooses family health coverage shall be as follows:

Years of Service	Employee Share	CHA Share
10 years service but less than 15 years	65%	35%
15 years service but less than 20 years	60%	40%
20 years service or more	50%	50%

For All Retirees: Upon qualification for Medicare Part B, all retirees must enroll and provide the Medicare Part B required information to the Personnel Department. The employer may provide Medigap coverage in lieu of regular health insurance.

ARTICLE XVIII **DENTAL INSURANCE**

SECTION 1. Each employee may elect to have individual dental insurance coverage or family dental insurance under the Blue Cross/Blue Shield Prime Blue I, II, III, & IV with a MAP of 80% Insurance Plan if such plan is available. Employees with Family coverage will have the rider for dependent to 25 coverage.

SECTION 2. The Authority agrees to pay 80% of the premium for individual coverage and 80% of the premium for family coverage.

SECTION 3. Open enrollment for the dental insurance plan shall be during the period from November 15th to December 15th annually. The new enrollment date will be effective January 1st

SECTION 4. Retirees who meet the same eligibility criteria for health insurance related retirement benefits may choose to continue with the Housing Authority's dental insurance plan as long as the plan is offered to employees and retirees. The retiree is responsible for 100% of individual or 100% of family premiums for the dental insurance.

ARTICLE XIX
VISION/SAFETY GLASSES

SECTION 1. The Authority will reimburse each employee up to a total of \$250.00 per contract year upon presentation of an invoice for prescription eye care and/or vision examination for the employee or an immediate family member.

SECTION 2. The Authority shall fully fund the cost for each employee, of one pair of OSHA required safety glasses, on a 2-year replacement basis, or more frequent basis upon recommendation of a physician.

ARTICLE XX
SUPPLEMENTARY INSURANCE

The CHA and the employees agree to initiate payroll deductions for third party supplementary insurance policies involving no Authority share of the coverage and or administrative charges.

ARTICLE XXI
MILEAGE

Employees required to use personal motor vehicles for official business shall be reimbursed at the current allowable IRS rate.

ARTICLE XXII
UNIFORM PROVISION

Maintenance employees (Mechanics, Laborers, Assistant to the Maintenance Supervisor) are allotted a \$300.00 annual clothing allowance for work related items of clothing and one new uniform. All items purchased shall be approved by the Authority Executive Director or his/her designee. In the event of cessation of employment with the Authority, departing employees will be required to reimburse the Authority for any clothing purchases funded under this article made within six weeks prior to the employee's final work day.

ARTICLE XXIII
EDUCATION BENEFITS

All employees covered by this Agreement may attend an institution to take job-related courses with the cost of tuition paid for by the Authority upon satisfactory completion of said course and of said course is approved in advance by the Executive Director and the Board of Directors of the Cortland Housing Authority.

In order for a course to be considered as job-related for the purpose of this Article, it must meet the following criteria:

1. The course shall be conducted by a recognized educational institution.
2. The course must be expected to improve an employee's capability to perform his/her regular work assignment, or the work assignment of a position within that employee's work group (office or maintenance).
3. It must be a specific course of study rather than a course that could improve general skills, such as English or General Mathematics.

Any employee denied the opportunity to attend an institution for the purpose of taking job-related courses at the expense of the Authority shall be provided a denial in writing.

ARTICLE XXIV **HOLIDAYS**

In addition to the holidays specified below, each employee shall receive two (2) floating holidays to be selected by the employee with three (3) days notice, if possible, to the Executive Director, whose permission shall not be unreasonable withheld.

New Year's Day (plus ½ day before)
Martin Luther King Birthday
President's Day
Memorial Day
Fourth of July
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day plus the day after
Christmas Day (plus ½ day before)

Upon request, employees will be permitted to attend afternoon services on Good Friday without any loss in wages.

If any of the aforesaid holidays fall on a Saturday, then the preceding day shall be a holiday; or if any such day falls on a Sunday, then the next day thereafter shall be a holiday.

The half-day before Christmas and the half-day before New Year's shall be given by the Employer regardless of the day of the week these Holidays occur. The ½ day before Christmas and ½ day before New Year's Day shall include skeleton coverage.

ARTICLE XXV
LONGEVITY

Authority employees who have attained four (4) years of continuous service shall be entitled to receive longevity payments. Longevity will be paid each year after the first year of eligibility, according to the schedule below:

After completion of 4 years	\$1,025.00
After completion of 8 years	\$1,150.00
After completion of 12 years	\$1,350.00
After completion of 16 years	\$1,450.00
After completion of 20 years	\$1,550.00
After completion of 24 years	\$1,650.00

Longevity payments shall be made in a single annual installment in the first pay period following each employment anniversary date. Longevity payments shall not be considered part of an employee's base pay for purposes of calculating salary increases or other employee benefits granted by this agreement.

ARTICLE XXVI
LAYOFF

SECTION 1. Layoff in the Competitive Class: If it is determined that layoffs are necessary, layoff, and recall of competitive class employees shall be governed by the Civil Service Law.

SECTION 2. Layoff in the Non-Competitive or Labor Class: If it is determined that layoffs are necessary, employees in a non-competitive or labor class job title within a department will be laid off in the following order;

1. Temporary and probationary employees shall be laid off first.
2. Thereafter, permanent employees within a department having seniority shall be laid off in the inverse order of seniority, that is – last in, first out.

SECTION 3. The recall of employees in the non-competitive or labor classes shall be in the inverse order of layoff. Employees in the non-competitive or labor class who are laid off shall be placed on a recall list for a period of time equal to the preferred list time of the competitive class.

ARTICLE XXVII
SENIORITY

All else being equal, seniority is the factor that will prevail in the case of promotion, demotion, layoff, recall, and reduction in force.

An employee's seniority date shall be the date he or she last began his or her employment with the Authority.

ARTICLE XXVIII DISCIPLINE/DISCHARGE/SUSPENSION

SECTION 1. Rules of conduct must be maintained in order to define and protect the rights, safety and welfare of all employees. The Authority shall have the right to discipline or discharge any employee for just cause. The Authority and the CSEA agree to a procedure of progressive, corrective discipline. The parties adhere to the principle that discipline has the objective of improving the future performance of the employee.

The following procedure will be utilized by the Authority in non-serious violations:

1. First Offense – verbal warning with written notation (the purpose is to alert the employee to the problem and allow the employee to correct the problem).
2. Second Offense – written warning.
3. Third Offense within 12 Months – at the discretion of the Authority, either written warning or three (3) consecutive days' suspension without pay.
4. Fourth Offense within 12 months – dismissal

This procedure is cumulative and the non-serious violations need not be for the same offense.

SECTION 2. Certain serious violations will result, at the discretion of the Authority, in either up to a three (3) day suspension without pay or immediate dismissal. Where the serious violation results in suspension, a second serious violation with 12 months will result in immediate termination. Serious violations include, but are not limited to, willful violations of a local, State, or Federal law or regulation that results in a fine or penalty to the Authority, tenants or clients; theft; falsification of time records or falsification of records; misrepresentation of a material fact in an employee's job application or in any application for promotion; intentional unauthorized access or use of Authority records; use of abusive or threatening language directed toward other employees, supervisors, tenants, clients or visitors; consumption of alcohol or intoxicants on Authority premises or intoxication on the job; possession of any illegal drugs; gross insubordination as it would constitute misconduct under the New York State Labor Law; failure to timely report accidents or personal injury arising out of employment; unauthorized sleeping during work time; possession of any firearm during work time; failure to call in or report to work without reasonable explanation; refusal of a direct order of a supervisor that does not jeopardize the health or safety of the employee; leaving Authority premises without reasonable explanation ; the loss of any license, certification or other privilege, the loss of which prevents the employee from performing function of the employee's job duties.

SECTION 3. All disciplinary records will be removed from an employee's personnel file after twelve (12) months.

SECTION 4. An employee may be disciplined only for just cause. Employees have, upon request, the right to CSEA representation during a disciplinary meeting.

SECTION 5. A new employee may be discharged or disciplined at the sole discretion of the Authority, and without recourse to the grievance and arbitration procedures, during the probationary period.

ARTICLE XXIX **GRIEVANCE PROCEDURE**

PURPOSE: The purpose of this is to provide the individual employee with a just, prompt, and equitable method for resolving any grievance arising under this Agreement with the Authority.

DEFINITIONS:

- a) Grievant - a grievant or "aggrieved party" is any employee of the Authority who alleges to be harmed by a violation of this Agreement or CSEA
- b) Grievance - a grievance is any alleged violation of the terms and conditions of employment as defined in this Agreement or any past practice, misinterpretation, or misapplication of this Agreement which is alleged to have occurred.
- c) Supervisor - A supervisor is an employee's immediate supervisor.
- d) Department Head - The Executive Director
- e) Designee - The Designee is the person appointed by the Executive Director or Board to act on his or her behalf in matters pertaining to this Agreement.
- f) Union - CSEA, Inc., Local 1000, AFSCME, AFLCIO
- g) Representative - any person duly authorized by the aggrieved to represent him or her in procedures hereunder.
- h) Day - a day shall mean on (1) full working day in which the employee worked, was scheduled to have worked, or could reasonably have worked.

PROCEDURE:

LEVEL 1: Within five (5) working days of the occurrence of the alleged grievance or within five (5) working days with which the grievant knew of the alleged grievance, the grievant, with or without his/her representatives shall discuss the grievance with his or her immediate supervisor in an attempt to resolve said grievance. If the discussion with the immediate supervisor does not result in a satisfactory resolution, the grievant may, at his or her option proceed to Level 2.

LEVEL 2: Within ten (10) working days of the initial discussion with the immediate supervisor, the grievant may submit his or her grievance, in writing, to the Executive Director. Within ten (10) working days of the receipt of the written grievance, the Executive Director may convene a meeting with the aggrieved employee, the grievant's representative, and any other persons deemed appropriate by the Executive Director for the purpose of resolving the grievance. If the grievance is not resolved as a result of this meeting, within five (5) working days, the Executive Director shall deliver, in writing, his/her decision on the grievance. If, at the discretion of the Executive Director, a meeting is not convened, he or she shall within fifteen (15) working days of the receipt of the written grievance, render a decision in writing to the employee involved. If the written decision does not result in satisfactory resolution, the grievant at his or her option, may proceed to Level 3.

LEVEL 3: Within five (5) working days of receipt of the decision at Level 2, the grievant may submit to the Chairman of the Authority, the grievance, in writing, accompanied by copies of all prior documentation and correspondence. The Chairman or his or her designee may convene a meeting with the aggrieved party, the grievant's representative, and any other persons deemed appropriate by the Chairman, within ten (10) working days of receipt of the written grievance for the purpose resolving the grievance. If the grievance is not resolved as a result of this meeting, the Chairman shall within ten (10) working days, deliver in writing, his or her decision on the grievance. If at the discretion of the Chairman, the meeting is not convened, the Chairman shall, within fifteen (15) working days of having received the original written grievance, deliver to the grievant in writing, his or her decision in the matter. If the written decision is not satisfactory to the grievant, the grievant at his or her option, may proceed to Level 4.

LEVEL 4: Within ten (10) working days of the receipt of the Chairman's decision at Level 3, the grievant may submit in writing to the Chairman a demand for a hearing before the full membership of the Housing Authority Board of Directors. For the purpose of this article a quorum shall constitute a "full membership". The hearing shall be held not sooner than ten (10) working days from receipt of the demand for a hearing no later than thirty (30) days from receipt of said demand for a hearing. The grievant, his representative and/or any witnesses he or she choose, shall be heard. The Executive Director shall have the same privilege to present information. Within fifteen (15) days of the hearing, the decision of the Board shall be presented in writing to the grievant.

LEVEL 5: The following shall be available to either party depending on the nature of the grievance:

- (a) Section 75 of the Civil Service Law shall govern the discharge of employees. Employees within the non-competitive and labor class of the Authority shall receive access to this provision after two (2) years of consecutive service.
- (b) Either party, with regard to non-discharge issues under this Agreement, may within ten (10) days notice after the decision of the Board request the American Arbitration Association (Syracuse office) to submit a list of arbitrators from which the parties may jointly select an arbitrator. The arbitrator shall be limited to the issue presented and have no power to add to, subtract from, or modify any of the terms of this Agreement or to establish or change any wage rate. The decision shall be final and binding. The arbitrator shall place his/her decision in writing, setting forth in his/her findings, his/her reasoning, conclusion and award. Any fees or administrative charges for the arbitrator shall be borne equally by the Housing Authority and the CSEA. Witness fees and other expenses shall be borne by the parties respectively. Either party may challenge the arbitrator's decision in accordance with Article 75 of the Civil Practice Law Rules (CPLR).

ARTICLE XXX
PERSONAL APPEARANCE OF EMPLOYEES

It is the policy of the Authority that each employee's dress, grooming and personal hygiene should be appropriate to the work situation.

SECTION 1. Employees are expected at all times to present a professional, business-like image to tenants, clients, and the public. Acceptable personal appearance is an ongoing requirement of employment with the Authority. Radical departures from conventional dress or personal grooming and hygiene standards are not permitted.

SECTION 2. Office and maintenance employees must comply with the following personal appearance standards:

1. Employees are expected to dress in a manner that is normally acceptable in similar business establishments. Employees should not wear suggestive attire, ripped or disheveled clothing, athletic clothing, sleeveless T-shirts, shorts, thongs, T-shirts, novelty attire, baseball hats and similar items of casual attire that are not part of the Authority uniform.
2. Hair should be clean, combed and neatly trimmed or arranged. Shaggy, unkempt hair is not permissible regardless of length.
3. Sideburns, moustaches and beards should be neatly trimmed.
4. Jewelry that presents a safety hazard is prohibited

SECTION 3. Employees are required to wear clothing with an Authority logo and/or possess Authority identification.

ARTICLE XXXI
PROBATIONARY PERIOD

Each new hired employee shall be deemed a probationary employee for the first seventeen (17) weeks (labor class, non-competitive class or non-promotional competitive class) or twenty-six (26) weeks (promotional competitive class) of employment. After the successful completion of the probationary period, the employee shall be credited with seniority as of his/her date of hire.

ARTICLE XXXII
EMERGENCY CLOSING

Employees shall suffer no loss in salary, wages or other benefits due to an emergency closing declared by the Executive Director or other authority of competent jurisdiction. In the event an employee is required to work during said closing, he/she shall receive compensation time equal to the time worked.

ARTICLE XXXIII
SUBSTANCE ABUSE

The dangers and costs that alcohol and other chemical abuses can create in terms of safety and productivity are significant. The parties to this agreement resolve to combat chemical abuse in any form and agree that to be effective, programs to eliminate substance impairment should contain a strong rehabilitation component. The parties recognize the employer's right to adopt and implement a drug and alcohol policy subject to all applicable laws and regulations, procedural safeguards, scientific principles, and legitimate interests of privacy and confidentiality. However, the Union reserves the right to negotiate regarding the terms of the Employer's policy before the policy is implemented by the Employer. When drug and alcohol testing is performed, all testing shall be conducted in accordance with the procedures outlined in the aforementioned policy.

ARTICLE XXXIV

This Agreement shall become effective upon ratification by both parties and shall remain in full force and effect through the close of business on March 31, 2009. This Agreement shall be implemented in the normal course of Authority business.

This Agreement shall be subject to all Federal, State, and Local Laws and should any provision of the Agreement be declared unlawful by any Court of competent jurisdiction, only said portion of this Agreement will be declared null and void and the remainder of the Agreement shall remain in full force and effect. Further, the parties agree that they shall meet for the purpose of re-negotiating that portion of this Agreement that is declared null and void.

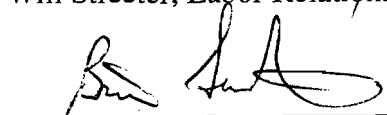
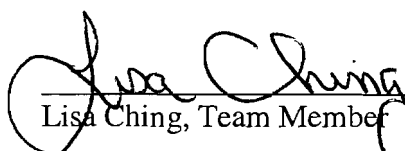

IN ACCORDANCE WITH SECTION 204A OF THE CIVIL SERVICE LAW, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT THE IMPLEMENTATION BY AMENDMENT OF LAW, OR BY PROVIDING ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

**Board of Directors Of
Cortland Housing Authority**



Warren Eddy, President
Warren S. Eddy, CHA Board Chairman

CSEA, Inc., Local 1000, AFSCME, AFLCIO:


Will Streeter, Labor Relations Specialist
Brian Swindon, Unit 6559 President
Lisa Ching, Team Member
Carole ~~DeMunn~~, Team Member
Preston

APPENDIX A

1. Executive Director
2. Deputy Director
3. Building Maintenance Supervisor
4. Administrative Assistant

