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AGREEMENT

by and between the

**PORT CHESTER HOUSING
AUTHORITY**

and

**CSEA, Local 1000 AFSCME,
AFL-CIO**

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APR 14 2004

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD



Port Chester Housing Authority Unit
Westchester County Local 860

April 1, 2003 - March 31, 2006

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WHEREAS, The Civil Service Employee's Association, Inc., Local 1000, AFSCME, AFL-CIO, the Westchester County Local, the Port Chester Housing Authority Unit has been granted sole exclusive bargaining rights as per resolution by the Port Chester Housing Authority for all its employees, excluding the Executive Director, Manager, Manager Aide, and Superintendent, for the purposes of negotiating terms and conditions of employment, and of administering grievances arising thereunder, for the maximum period of time allowed under Section 208-C, Article 14, of the Civil Service Law, and

WHEREAS, the terms of Public Employees' Fair Employment Act grant the right to enter into collective bargaining agreements for all terms and conditions of employment, and

WHEREAS, at a special meeting of the members of the Port Chester Housing Authority Unit, Westchester Local CSEA, Inc., the following proposals were formulated for the purpose of negotiating an agreement upon terms and conditions of employment which shall become a part of the contract between the Civil Service Employees' Association, Inc., Local 1000, AFSCME, AFL-CIO, the Westchester County Local 860, the Port Chester Housing Authority Unit.

ARTICLE I - SALARIES

1. a) Effective April 1, 2003, each step of the salary schedules in effect shall reflect a four (4%) percent increase plus increment where due.

Additionally, the title of Intermediate Clerk shall have \$2,000.00 applied to the base salary before the percentage increase.

b) Effective April 1, 2004, each step of the salary schedules in effect shall reflect a four (4%) percent increase plus increment where due.

Additionally, the title of Intermediate Clerk shall have \$2,000.00 applied to the base salary before the percentage increase.

c) Effective April 1, 2005, each step of the salary schedules in effect shall reflect a four (4%) percent increase plus increment where due.

Additionally, the title of Intermediate Clerk shall have \$2,000.00 applied to the base salary before the percentage increase.

2. a) Employees hired on or after June 21, 2000, in the titles stated, shall be placed on the six (6) step salary schedule attached as Schedule "C".

Employees hired after the date of signing of this new agreement in the title of Senior Account Clerk shall be placed on the six (6) step salary schedule attached as Schedule "C".

b) Except as otherwise stated in Article 1, Section 2(a) immediately above, all newly employed personnel, or personnel promoted to a higher title, shall be paid \$3,000.00 below the rate of pay in their applicable grade during the first six years of employment or promotion. Such starting salary shall be increased by \$500.00 after the completion of one year of service, and by an additional \$500.00 after the completion of each of the second through sixth years of service. Thereafter, said employee will be paid a salary equal to that of the lowest salary paid for the title at that time.

B. If it is necessary to hire a new employee at a higher rate of pay scale, all employees in that same higher title receiving less than that amount to be paid the new employee shall be brought up to that same salary.

C. Increase in salary will in no way effect the rents of maintenance employees as set forth by Resolution of the Port Chester Housing Authority except that:

(i) Effective 4/1/03 said rent shall be \$100.00 per month.

ARTICLE II - UNIFORMS

The Authority shall provide a uniform allowance in an amount not to exceed \$350.00 per maintenance employee per year, for the purchase of any of the following:

- Shirts
- Pants
- Winter Jacket
- Raincoat
- Steel-toed work shoes

Effective April 1, 2004, the allowance shall be \$375.00 and effective April 1, 2005, the allowance shall be \$400.00.

Employees will requisition purchase orders for uniform items up to the annual allowance. Payment shall be made by the Housing Authority directly to the supplier. Items so purchased shall be delivered to the Housing Authority which shall promptly distribute such items to the employees who requisitioned them.

ARTICLE III - WORK WEEK

1) 8:00 A.M. to 12:00 Noon; 1:00 P.M. to 4:30 P.M. for Maintenance Personnel

9:00 A.M. to 12:00 Noon; 1:00 P.M. to 4:30 P.M. for office personnel.

2) The Employer may establish a Tuesday-Sunday weekend maintenance shift work week (or other five (5) consecutive day) shift as it deems desirable. In the absence of two (2) volunteers for this duty, the least senior employee of the Maintenance Department shall be assigned to work this shift.

3). The Housing Authority reserves the right to implement the use of a time clock and require all employees to record their arrival and departure times. It is understood that the above does not include lunch hour departure and return times. Employees will not be required to punch for emergency call-outs. The Executive Director or his/her designee(s) shall be responsible for collecting time cards.

4). The Executive Director or his/her designee shall have the option to require an employee to work during the normally scheduled lunch period of 12:00 p.m. to 1:00 p.m. when circumstances require, in his/her judgment. The employee's lunch hour will be rescheduled. The effected employee shall be given as much advance notice as possible, and, moreover, if the employee so asked can demonstrate that he/she has a scheduled appointment during this time period, the Authority will not insist upon coverage by that employee.

ARTICLE IV - RETIREMENT

A. The Port Chester Housing Authority shall participate in the New York State Employee's Retirement System by providing Section 75I, non-contributory "20 Year Career" Plan, which was adopted by resolution.

B. The Port Chester Housing Authority shall continue to provide Section 41J of the New York State Employees' Retirement System (application of unused sick leave as additional service credit upon retirement), which was adopted by resolution effective April 1, 1973.

C. The Port Chester Housing Authority shall continue to provide Section 60B of the New York State Employees' Retirement System (improved death benefit), which was adopted by resolution effective April 1, 1973.

ARTICLE V - INSURANCE

1) Health Insurance

A. All employees shall be required to pay eight (8%) percent towards the annual cost of the New York State Empire Plan (Core plus Medical and Psychiatric Enhancements).

B. Upon retirement all qualified personnel shall continue to receive their dependents medical coverage for themselves and their dependents at no cost to themselves. Qualified personnel shall mean any retiree who has served at least ten (10) years with the Port Chester Housing Authority. Upon obtaining eligibility for Medicare, the retired employee shall be enrolled in a 'gap insurance' program providing medical coverage not otherwise covered or insured by Medicare participation. Employees who are retiring shall receive a summary of these benefits and the person to contact should problems arise.

2) Dental/Optical Plans

The employer shall provide to all members of bargaining unit the CSEA Employee Benefit Fund "Dutchess" Family Dental and Family "Platinum" Optical Plan.

3) Disability Insurance

The employer shall provide for all members of the bargaining unit a disability plan chosen and paid for by the Housing Authority.

4) Life Insurance

The employer shall provide, at no cost to the employees, life insurance in the amount of \$25,000.

However, it is understood that the Authority shall pay the same rate for employees age 65 and older as it pays for employees below age 65.

ARTICLE VI - SICK LEAVE

A. Sick leave will be credited at the rate of one day per month, accumulated to 200 days. Payment for same will be made in the regular pay check if it has been approved by the Project Manager. The employer reserves the right to request a physician's verification at his discretion.

B. Upon the death of an employee, a lump sum payment of all unused sick leave time, up to a maximum of 120 days, will be paid at the regular rate of pay to the employee's beneficiary.

C. Employees who are retiring shall receive a summary of these benefits and the person to contact should problems arise. Retiring employees may remain on the payroll until such time as accumulated sick leave, up to a maximum of 120 days, is depleted or retiring employees may take a lump sum payment for all unused and accumulated sick leave up to a maximum of 120 days which will be paid at the regular rate of pay to the employee. If, however, in the final year of employment, the employee uses in excess of five (5) days sick leave, then the number of days sick leave used in excess of five days will be deducted from the accumulated days to be paid upon retirement. The provisions of the previous sentence may be waived by the employer in its discretion. Any retirement of an employee must be effective and completed during the fiscal year on which the application for retirement is made, same being from April 1st to March 31st of the following year.

D. 1. All full time employees will be included in the sick leave plan.

2. Any new employees with less than one year of service may be granted sick leave at the discretion of the Board of Commissioners.

E. Any employee who becomes ill or sick while on vacation or during his vacation will receive no sick leave for such illness. This provision will only apply during the vacation period and no employee is permitted or allowed to shorten his vacation period because of illness.

F. It is understood that employees shall be allowed to utilize sick leave for doctor visits to be used in minimum one-half (1/2) day increments. Employees who take time off from work for a doctor's visit must present verification from the doctor of the date and time of the visit in order for the time off from work to be paid as sick leave.

G. SICK LEAVE BANK

A sick leave bank will be established starting April 1, 1996. The purpose of said sick leave bank will be to offer financial protection for those employees who suffer serious and long term illness or injury. The source of the sick days in such bank will be voluntary contributions of the employees in the bargaining unit. Each employee volunteering a contribution will be a member of the bank and eligible to draw from it.

New employees who become eligible during the life of this agreement and elect to participate in the sick leave bank must file a signed authorization statement with the Administration Office on or before February 1 of the year of eligibility.

An employee who elects to participate shall contribute two (2) days during his/her first year of participation.

In subsequent years, participants will contribute one (1) day when the number of days in the bank falls below forty (40) days. Days not used will be carried to the following year.

Only active members of the bank may withdraw days. A member may not withdraw days from the bank until his/her own accumulated sick leave is depleted. In any case, the participant must have been absent because of sickness for twenty (20) consecutive days prior to the commencement of sick leave bank benefits. In the event of a recurring illness, the sick leave bank committee may waive this twenty (20) day requirement.

A committee consisting of two (2) employees appointed by the Unit President shall administer the bank. The committee shall establish procedures for applying and contributing days to the sick leave bank. Sick bank days will be granted or denied by the committee after review of the application.

The committee's decision shall be binding and not subject to the grievance procedures under this contract.

The participant must, upon request of the committee, submit to the committee suitable written verification of the participant's medical condition by his/her attending physician.

ARTICLE VII - WORKERS' COMPENSATION

Any employee who is necessarily absent from duty because of occupational injury or disease as defined by the Workers' Compensation Law shall be granted leave with full pay for a period not to exceed six (6) months, exclusive of all sick leave and other time credits.

Should the disability persist beyond this period, any accumulated sick leave and other credits may be used. When all earned credits have been exhausted, employee may then be granted a leave of absence without pay. When the Workers' Compensation Board has made an award to the employee for the period of time of his leave with pay, such compensation award for loss of time for such period shall be credited to the Authority. Upon return to active duty such employee may be credited with that portion of earned credits consumed during the period of his absence in proportion to the amount of Workers' Compensation award for such loss of time; i.e.; if the compensation insurance reimburses the Housing Authority for salary paid while on sick leave, the employee will be reccredited with sick leave equal to the number of days pay reimbursed.

The employee must notify his foreman or supervisor on the same work day during which the injury occurs. His failure to do so will result in his loss of sick leave credits for any lost time at work.

ARTICLE VIII - VACATIONS

Vacations - according to the following schedule:

- (i) After completion of one (1) full year of service -
Two (2) weeks.
- (ii) After completion of five (5) full years of service -
Three (3) weeks.
- (iii) After completion of ten (10) full years of service -
Four (4) weeks.

A. Vacation pay in advance for two (2) payroll periods will be granted on request of the employee.

B. Employees who give two (2) or more weeks notice of termination of their employment shall receive payment for any unused vacation time they have to their credit.

C. In case of death of an employee, payment for all accrued vacation time not used will be made to the next of kin.

D. Vacation time shall be credited annually to eligible employees on their anniversary date and may be accumulated to a maximum of 30 days.

E. Vacation time may be taken at any time during the year which is mutually convenient. When two (2) or more employees request the same vacation dates, the one with the most seniority shall be given preference. It is understood that vacation leave shall not be unreasonably denied to an employee as long as there is minimum staffing available.

F. Upon mutual agreement, any employee may be permitted to work during some or all vacation time and be compensated at regular salary plus vacation pay.

ARTICLE IX - HOLIDAYS

Guarantee of 14 Holidays Per Year

If the holiday falls on other than a working day, the holiday is to be taken at another time, which must be mutually convenient to both parties.

New Year's Day	Independence Day	Veterans' Day
Martin Luther King's Birthday	Labor Day	Thanksgiving Day
Lincoln's Birthday	Columbus Day	Day after Thanks- giving
Washington's Birthday	Election Day	Christmas Day
Memorial Day		Good Friday or Yom Kippur (either one at employee's choice)

ARTICLE X - PERSONAL/BEREAVEMENT LEAVE

A. Personal leave at the rate of three (3) days per year for personal business and Holy Days will be granted with pay. Personal leave is non-cumulative. Personal leave must be requested at least five (5) days in advance and approved by management.

All unused personal leave shall be forwarded to sick leave at the end of each fiscal year.

B. Bereavement leave - four (4) working days for death in immediate family. Immediate family to consist of husband, wife, mother, father, children, sister, brother, mother-in-law, father-in-law.

Up to two (2) working days shall be allowed in the event of death of grandparents or grandchildren.

ARTICLE XI - OVERTIME

A. One (1) hour's pay guaranteed at time and one half for any call out other than working hours and time and one half for additional time before or after working day.

B. Double time for paid holidays in addition to regular salary for the day.

C. Those employees receiving rent subsidy shall be required to work up to two (2) hours per day for tenant's emergency calls without additional compensation. The provisions of XI-A do not apply until after the specified hours provided under this sub-paragraph have been satisfactorily documented and submitted to the Port Chester Housing Authority.

D. Employees shall be paid at the rate of time and one-half (1-1/2) his/her hourly rate of pay for all hours worked over thirty-five (35) hours per week, when authorized by his/her supervisor. (Office personnel only.)

ARTICLE XII - PROMOTIONS

Preference shall be given to current qualified employees for promotional opportunities. In instances where more than one qualified employee is being considered, the one with the most seniority shall be given preference. (A qualified employee being one who has the required educational background and has proven, during employment, to have the capacity to assume the duties of the position to be filled). All job openings shall be posted for a period of ten (10) working days so all interested employees may apply.

A. Where there is a civil service list for a position, appointments will be made in accordance with civil service rules and regulations.

B. Provisional employees shall receive increments after one (1) year of service if they have performed satisfactorily. If they have failed the Civil Service Examination and they are performing satisfactorily, they will receive such increments when due.

ARTICLE XIII - JURY DUTY

Employees on jury duty to be paid regular salary during the period but shall refund to the Housing Authority all monies received except travel allowance.

ARTICLE XIV - DEDUCTIONS

A. Dues Deductions

The Port Chester Housing Authority agrees to deduct CSEA dues, Group Life Insurance premiums, Accident and Health Insurance premiums and/or deductions for PEOPLE i.e. Public Employees Organized to Promote Legislative Equality, for any employee who properly authorizes such deduction. Amounts deducted will be forwarded to the CSEA Headquarters in Albany at the end of each payroll period, in the manner prescribed by the CSEA.

B. Agency Shop

The Employer agrees that dues shall be deducted from employees who are not members of the Union and forwarded to CSEA as an Agency Shop Dues Deduction.

ARTICLE XV - EMPLOYEE RIGHTS

A. Every employee shall have the right to organize, join, and support the CSEA for purposes of collective negotiations, or not to join, if he/she so chooses.

B. Upon making prior arrangements with the Project Manager of the Authority duly authorized representatives of the CSEA shall be permitted to transact official business on Authority property at all reasonable times provided that this shall not unduly interfere with the normal operations of the Authority.

C. CSEA may submit notices of its activities and other matters pertaining to its operations to the Project Manager for the posting by Authority personnel on Bulletin boards maintained by the Authority.

D. All employees shall have the right to review his/her personnel file upon giving reasonable advance notice to the Executive Director.

It is understood that an employee has the right to submit a letter of rebuttal on any correspondence that is placed in such file.

ARTICLE XVI - OUT OF TITLE

A. An employee may be assigned temporarily to perform the duties of a higher position for which he is qualified only in emergencies or for the purpose of replacing another employee who is off with pay, on leave of absence, sick leave, or vacation, and he shall be compensated at the higher rate of pay.

Reimbursement under this paragraph will be made only for covering the positions of Executive Director/Project Manager, Administrative Assistant/Tenant Relations Assistant and Maintenance Supervisor. Payment will be made as follows:

Vacation period	After one (1) week
Leave of Absence	After one (1) week
Sick Leave	After two (2) weeks

B. When an employee is assigned to perform the duties of a lower classification with no change in title, he shall be guaranteed his regular rate of pay of his classification.

C. When employees, working alone, are confronted with work that would be dangerous to perform alone, they may ask their supervisor for assistance.

ARTICLE XVII - GRIEVANCE PROCEDURE

Any Grievance arising concerning the interpretation or application of the terms of this contract or the rights claimed to exist thereunder shall be processed in accordance with the following procedure.

A. The aggrieved employee shall present the grievance to his CSEA representative who shall then present it to the aggrieved employee's immediate supervisor. Within five (5) working days thereafter, the immediate supervisor shall submit his answer in writing to the CSEA representative and the aggrieved employee.

B. If the aggrieved employee or CSEA decides that the immediate supervisor's reply is unsatisfactory, either or both may present the grievance five (5) working days after receiving the decision of the employee's supervisor. The Project Manager shall submit his decision in writing to the employee and the CSEA representative within five (5) working days after receiving it.

C. If the grievance is not resolved during the preceding step, the employee or his CSEA representative, or both, shall present it to the chairman and members of the Authority for settlement. The Chairman of the Authority shall issue a written reply within ten (10) days after having received the grievance.

D. If the grievance still remains unresolved, the grievance shall be submitted for final and binding arbitration to the Public Employment Relations Board as per their rules and regulations.

ARTICLE XVIII - PAST PRACTICE

All existing rules, regulations, practices and benefits of the employer which are more favorable to the employees, shall be continued in full force and effect.

ARTICLE XIX - CHANGES

Any proposed changes in personnel rules, working conditions and salary changes etc. will be submitted to the CSEA for full discussion before being adopted. An opportunity will be given CSEA to submit counter recommendations concerning such change to be considered.

ARTICLE XX - CONTRACTS

The Union agrees to furnish each new employee and all present employees a copy of the agreement.

ARTICLE XXI - CSEA RIGHTS/OBLIGATIONS

A. One delegate, elected by the Unit, shall be permitted to attend the State Organizational Delegates Meeting of the CSEA, once per year with pay, with a limit of four (4) days for said delegates meeting.

B. The CSEA shall be the sole judge of its own rules and regulations with respect to CSEA and organizational administration provided they do not infringe on the rights of the Authority.

C. Neither the employer nor the CSEA, through their officers, members, representatives, agents, or committees, shall do anything for the purpose of defeating or evading the terms of this agreement.

D. There shall be no discrimination, interference, restraint or coercion by the employer or any of its officers, or agents, against any employee because of membership in the CSEA and the CSEA, its members, its officers, its agents, shall not coerce employees into membership in the CSEA.

ARTICLE XXII - SEPARABILITY

If any legislation or court decision renders any portion of this Agreement invalid or unenforceable, the invalid or unenforceable provisions shall be severed from the contract, and the remaining provisions shall continue in full force.

ARTICLE XXIII - SECTION 75 RIGHTS

All non-competitive and labor class employees, after a twelve (12) month probationary period, shall be included under the rights guaranteed by Section 75 of the Civil Service Law as it relates to suspension or removal.

ARTICLE XXIV - NO STRIKE PROVISION

The CSEA affirms that it does not assert the right to strike, that it will not cause, instigate, encourage, or condone a strike, slow-down, withdrawal of services, mass resignation, individual resignations or any other kind of job action which is designed to impede the normal efficient operations of the Authority, nor will it counsel, advise, urge or impose upon its members an obligation to conduct, assist, or participate in a strike, or such other actions indicated herein.

ARTICLE XXV - EMPLOYMENT OF TENANTS

A. In compliance with Section 32 and Section 3 HUD Act of 1968 P.O. 90-448, qualified tenants will be employed in the operation of our projects to any extent possible.

ARTICLE XXVI - TUITION REIMBURSEMENT

Employees who satisfactorily complete educational programs, (courses, seminars, workshops, etc.), approved by the Housing Authority shall receive full reimbursement for all relevant tuition and fees.

ARTICLE XXVII - JOB PROTECTION

There shall be no loss of jobs or curtailment of employment as the result of the contracting out for goods or services during the term of this Agreement.

There shall be no layoffs of unit personnel during the term of this agreement.

The Housing Authority may hire one or more employees because of a need to maintain the Grace Church Street Building (The "Building"). It is anticipated that the Graceland Terrace Corporation will assume control of the operation of the Building.

If that happens and either a) the Authority does not get a contract to maintain the Building or b) the Housing Authority gets the contract but the contract is subsequently terminated, then the Housing Authority may have a layoff.

The layoff shall be limited in number to the number who were hired because of the need to maintain the Grace Church Street Building. The individuals to be laid off shall be the least senior employee(s) from its maintenance department in the applicable job category.

This clause is a limited exception to the No Layoff Clause. It shall not permit layoffs in the bargaining the unit above or beyond the number of positions filled to service the Grace Church Street Building.

If the Graceland Terrace Corporation does not assume control of the operation of the Building, then the No Layoff Clause applies as above.

ARTICLE XXVIII - ALCOHOL AND DRUG POLICY

The Housing Authority shall adopt the Alcohol and Drug Policy as set forth in Schedule A attached hereto, applicable to all employees.

ARTICLE XXIX - APPROVAL

This collective negotiation agreement must be approved by the New York State Division of Housing and Department of Housing and Urban Renewal, in writing, before it becomes effective.

ARTICLE XXX - LEGISLATIVE IMPLEMENTATION

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.

ARTICLE XXXI - TERM OF AGREEMENT

All sections of this agreement are effective April 1, 2003 and shall be continued in full force and effect up to and including March 31, 2006. Existing provisions of this agreement shall remain in full force and effect until a negotiated agreement has been adopted by the parties.

CSEA/AFSCME

Paul J. Arnold 9/3/03
UNIT PRESIDENT

Donald J. Pottel 9/3/03
CSEA STAFF

HOUSING AUTHORITY

[Signature]
CHAIRPERSON

Gene McAllister 9/3/03
EXECUTIVE DIRECTOR

SCHEDULE 'A'

PORT CHESTER HOUSING AUTHORITY DRUG AND ALCOHOL POLICY

1. PURPOSES

The purposes of this policy are as follows:

- a. to establish and maintain a safe and healthy working environment for all employees.
- b. to insure the reputation of the Authority and its employees as good, responsible citizens worthy of public trust.
- c. to reduce the incidents of accidental injury to persons or property.
- d. to reduce absenteeism, tardiness, and indifferent job performance.
- e. to provide assistance toward rehabilitation for any employee who seeks the Authority's help in overcoming any addiction to, dependence upon, or problems with alcohol or drugs.

2. BENEFITS, INCONVENIENCE, COOPERATION

These employees with drug and alcohol abuse problems make up only a small fraction of the work force, and the Authority regrets any inconvenience that may be caused for the many nonabusers by the problems of a few. It is believed, however, that the benefits to be derived from the reduction in the number of accidents, the greater safety of all employees, and the increase in efficiency and productivity resulting from the rehabilitation, suspension, or termination of those employees who, because of alcohol or drugs, are a burden upon all other Authority employees, will more than make up for any inconvenience or loss the rest of the employees must be subject to. The Authority earnestly solicits the understanding and cooperation of all employees and employee organizations in implementing the policies set forth herein.

3. DEFINITIONS

For purposes of this policy, the following definitions apply:

- a. alcohol or alcoholic beverages - any beverage with alcohol content.
- b. prescribed drug - any substance prescribed by a licensed medical practitioner for the individual consuming it.
- c. illegal drug - any drug or controlled substance of which the sale or consumption is illegal.

4. EMPLOYEE ASSISTANCE

a. Any employee who feels that he/she has developed an addiction to, dependence upon, or problem with alcohol or drugs is encouraged to seek assistance.

b. A request for assistance through supervisors or management will be treated as confidential.

c. Rehabilitation itself is the responsibility of the employee. For employees enrolled in a formal treatment program, the Authority will grant sick leave from the employee's accumulated sick leave, in cases where a leave of absence is required for participation in the rehabilitation program. In cases where an employee does not have enough accumulated sick leave days, the days shall be deducted from the employee's personal or vacation leave. If the prescribed rehabilitation program does not require a leave of absence, the employee will schedule treatment and/or counseling outside his/her work day where possible.

d. If a second leave of absence is required, it will be granted without pay if it is prescribed by the treating professional.

e. Upon successful completion of treatment, the employee will be returned to active status without reduction of pay or seniority.

5. ALCOHOLIC BEVERAGES

a. No alcoholic beverages will be brought onto or consumed upon Authority premises or property unless for a function sanctioned by Authority management.

b. Drinking or being under the influence of alcoholic beverages while on duty is just cause for suspension or termination.

c. Any employee whose use of alcohol results in incompetence or misconduct, including but not limited to excessive absenteeism or tardiness, accidents, or inability to perform duties in a satisfactory manner, may be referred for rehabilitation in lieu of disciplinary action being taken. In the event that the employee refuses or fails rehabilitation, disciplinary action for the incompetence or misconduct may be imposed.

6. PRESCRIPTION DRUGS

a. No prescription drug shall be brought onto Authority premises by any person other than the person for whom the drug has been prescribed (by a licensed medical practitioner), and such prescription drug shall be used only in the manner, combination, and quantity as prescribed.

b. Any employee whose inappropriate use of a prescription drug results in incompetence or misconduct, including but not limited to excessive absenteeism or tardiness, accidents, or inability to perform duties in a satisfactory manner, may be referred for rehabilitation in lieu of disciplinary action being taken. In the event that the employee refuses or fails rehabilitation, disciplinary action for the misconduct or incompetence may be imposed.

7. ILLEGAL DRUGS

a. The use of an illegal drug or controlled substance, or the possession of them while on duty is cause for suspension or termination. The use of an illegal drug or controlled substance while off duty, which results in incompetence or misconduct, including but not limited to excessive absenteeism or tardiness, accidents, or inability to perform duties in a satisfactory manner, may be referred for rehabilitation in lieu of disciplinary action being taken. In the event that the employee refuses or fails rehabilitation, disciplinary action for the incompetence or misconduct may be imposed.

b. The sale, trade, or delivery of illegal drugs or controlled substances by an employee, while on duty, is cause for suspension or termination and for referral to law enforcement authorities.

8. PROCEDURES

The procedures of the Authority in regards to employees using, possessing, or being under the influence of alcohol, drugs, or a controlled substance while on duty are as follows:

a. Employees shall report to work fit and able to perform their required duties and shall not, by any act in violation of this policy, render themselves unfit for duty.

STEP 1 - Supervisors or managers, who have reasonable grounds to believe an employee is under the influence of alcohol, drugs, or a controlled substance, shall immediately relieve said employee from duty in order to protect said employee, fellow employees, and the public from harm.

STEP 2 - The supervisor or manager shall notify the Executive Director or his/her designee immediately.

STEP 3 - The supervisor or manager and the Executive Director or his/her designee will interview the employee. If they both believe, based upon reasonable grounds, that the employee is under the influence of alcohol, drugs, or a controlled substance, said employee shall be taken to a designated drug and alcohol facility for testing.

STEP 4 - The decision to relieve the employee of his/her duties should be documented as soon as possible. Both the supervisor or manager and the Executive Director or his/her designee should document their observations and reasons for action while the events are still fresh in their minds and details can be recalled; for example: glazed eyes, smell of alcohol, slurred speech, wobbly walk, change in attitude, aggressiveness, change in normal appearance, passed out, etc.

STEP 5 - If the employee is willing to sign the appropriate release form, the testing facility will perform a drug and alcohol test. The drug testing facility must be certified by the National Institute on Drug Abuse (NIDA) and Department of Health and Human Services.

1. It should be made clear to the employee before he/she signs the release form, that the results will be made available to the appropriate Authority officials and may be used in disciplinary proceedings against the employee.

2. If the tests are not given because of the employee's refusal to submit to the testing, and/or the results are not provided to the appropriate Authority officials because of the employee's refusal to sign the waiver, the employee will be considered in violation of this policy, relieved of his/her duty and removed from the payroll.

3. In the event that the employee is required to submit to a drug test, the sample given by the employee shall be divided into three (3) aliquots. The testing laboratory shall utilize strict chain of custody procedures. The initial urinalysis testing shall be conducted by means of an enzyme multiplied immunoassay test (EMIT). All specimens identified as positive shall be confirmed by using a gas chromatography/mass spectrometry test (GC/MS). Only specimens which test positive on both the initial test and the confirming test shall be reported as positive. Copies of the results shall be sent to the Executive Director and the employee. All tests conducted pursuant to this procedure will be paid for by the Authority. One sample shall be used for purposes of testing by the laboratory. The second sample

shall be delivered to another laboratory for testing, if requested by the employee. Testing by the second laboratory, at the employee's request, shall be paid for by the employee. Such delivery shall be accomplished so as to ensure the integrity and chain of custody of the second sample. The third sample shall be frozen and maintained by the lab for a period of one (1) year.

STEP 6 - When an alcohol and/or drug test is administered, the employee will be placed on limited duty until the results are available.

1. When test results are positive, the employee will be relieved of duty and shall be referred to rehabilitation in lieu of disciplinary action being taken.

2. The Executive Director shall make final determination whether the employee returns to active status or remains off duty.

3. Rejection of rehabilitation treatment or failure to complete the rehabilitation program will be cause for suspension without pay or termination from employment.

4. Upon successful completion of the prescribed rehabilitation treatment, the employee will be returned to active status without reduction of pay or seniority.

9. GENERAL PROVISIONS

a. This policy is effective April, 1995. Each present employee of the Authority will be furnished with a copy of this policy and will sign a receipt for same. Employees hired in the future will be furnished with a copy at the time of hiring and will sign for receipt of same.

b. The Authority will allow only two (2) leaves of absence for participation in rehabilitation. Any further violations of this policy will result in the employee's dismissal from employment with the Authority.

c. Any employee driving an Authority vehicle, who is involved in an accident maybe tested for use of drugs and/or alcohol in accordance with the procedures provided under Section 8 of this policy.

d. Any supervisor or manager who does not report an employee he/she suspects of being under the influence of alcohol, drugs, or a controlled substance will be subject to disciplinary action.

The parties will agree to a written statement of policy to the effect that the Rules of Conduct set forth in this Alcohol and Drug Policy apply to all Authority employees, but not limited only to members of this bargaining unit.

I have received and reviewed this Alcohol and Drug Policy.

Signature of Employee

Date

SCHEDULE "B"

PORT CHESTER HOUSING AUTHORITY SALARY SCHEDULE

	<u>04/01/03</u>	<u>04/01/04</u>	<u>04/01/05</u>
Tenant Relations Administrative Assistant	\$67,017	\$69,698	\$72,486
Sr. Acct. Clerk	46,017	47,858	49,772
Intermediate Clerk	33,317	36,730	40,279
Intermediate Typist (Spanish Speaking)	28,187	29,314	30,487
Maintenance Mechanic (Resident)	60,356	62,770	65,281
Maintenance Mechanic/ Plumber	60,356	62,770	65,281
Maintenance Laborer (Non-Resident)	46,831	48,704	50,652
Maintenance Laborer	44,881	46,676	48,543
Laborer	31,327	32,580	33,883

SCHEDULE "C"

(FOR EMPLOYEES HIRED AFTER 6/21/00 IN THE BELOW LISTED TITLES)

EFFECTIVE 4/01/03

**Tenant Relations
Administrative Assistant**

1 \$50,933
2 54,149
3 57,364
4 60,580
5 63,797
6 67,017

**Maintenance Mechanic/
Plumber**

\$45,870
48,769
51,666
54,563
57,460
60,356

**Maintenance Mechanic
(Resident)**

1 \$45,870
2 48,769
3 51,666
4 54,563
5 57,460
6 60,356

**Maintenance Laborer
(Non-Resident)**

\$35,590
37,839
40,088
42,335
44,583
46,831

**Maintenance Laborer
(Resident)**

1 \$34,109
2 36,264
3 38,419
4 40,572
5 42,727
6 44,881

**Sr. Acct. Clerk
(For employees hired after the
date of the signing of this
Agreement)**

\$34,973
37,182
39,391
41,600
43,809
46,017

SCHEDULE "C"

(FOR EMPLOYEES HIRED AFTER 6/21/00 IN THE BELOW LISTED TITLES

EFFECTIVE 4/1/05

**Tenant Relations
Administrative Assistant**

1 \$55,089
2 58,568
3 62,045
4 65,523
5 69,003
6 72,486

**Maintenance Mechanic/
Plumber**

\$49,613
52,749
55,882
59,016
62,148
65,281

**Maintenance Mechanic
(Resident)**

1 49,613
2 52,749
3 55,882
4 59,016
5 62,148
6 65,281

**Maintenance Laborer
(Non-Resident)**

38,495
40,927
43,360
45,789
48,221
50,652

**Maintenance Laborer
(Resident)**

1 36,892
2 39,224
3 41,554
4 43,883
5 46,213
6 48,543

**Sr. Acct. Clerk
(For employees hired after the
date of the signing of this
Agreement**

37,827
40,216
42,606
44,995
47,383
49,772