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Contract Database Metadata Elements

Title: **Watervliet Housing Authority and Watervliet Housing Authority Unit, CSEA, Local 1000 AFSCME, AFL-CIO, Albany County Local 801 (2006)**

Employer Name: **Watervliet Housing Authority**

Union: **Watervliet Housing Authority Unit, CSEA, AFSCME, AFL-CIO**

Local: **Albany County Local 801, 1000**

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GEN / 7182

AGREEMENT

by and between the

**WATERVLIET HOUSING
AUTHORITY**

and

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



Watervliet Housing Authority Unit
Albany County Local 801

January 1, 2006 - December 31, 2009

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Watervliet Housing Authority Unit
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January 1, 2006 - December 31, 2009

PREAMBLE

This Agreement, made on the 12th day of December 05, between the Watervliet Housing Authority, New York, hereinafter referred to as the Employer, and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Watervliet Housing Authority Unit of the Albany County Local #801 hereinafter referred to as CSEA;

WHEREAS, it shall be the public policy of the Watervliet Housing Authority and the purpose of this Agreement to promote harmonious and cooperative relationships between the Watervliet Housing Authority and its employees, and to protect the public by assuring at all times, the orderly and uninterrupted operations and functions of government;

THEREFORE, it is hereby agreed between the parties that:

ARTICLE I / RECOGNITION

Section 1. The Employer recognizes the CSEA as the duly certified and exclusive representative of all employees defined in the bargaining unit for the purpose of collective negotiations and other terms and conditions of employment, and the administration of grievances for the maximum period allowed by law.

Section 2. The CSEA affirms that it does not assert the right to strike against the Employer, and it shall not cause, instigate, encourage or condone a strike.

ARTICLE II / MANAGEMENT RIGHTS

Section 1. It is recognized that the management of the departments, the control of its properties and the maintenance of order and efficiency are solely responsibilities of the Watervliet Housing Authority. Accordingly, the Watervliet Housing Authority retains all rights, except as they may be specifically modified in this Agreement, including, but not limited to selection and direction of the working forces; to hire, suspend or discharge for cause; to assign, promote or transfer; to determine the amount of overtime to be worked; to relieve employees from duty due to lack of work or for other legitimate reasons; to decide on the number and location of facilities, stations, etc.; to determine the work to be performed, amount of supervision necessary, equipment, methods, schedules, together with the selection, procurement, designing, engineering and the control of equipment and materials.

ARTICLE III / COLLECTIVE BARGAINING UNIT

The Collective Bargaining Unit shall be comprised of the following:

INCLUDED: Maintenance Laborer, Maintenance Man, Housing Eligibility Assistant, Tenant Relations Examiner and Principal Account Clerk.

EXCLUDED: Executive Director, Modernization Coordinator, Clerk/Typist to the Executive Director and Maintenance Mechanic.



ARTICLE IV / DUES DEDUCTIONS AND AGENCY FEE

Section 1. The Employer shall deduct from the wages of employees and remit to the Civil Service Employees Association, Inc., Albany, NY, regular membership dues and other authorized deductions for those employees who have signed the appropriate payroll deduction authorization permitting such deductions. The Employer agrees to deduct and remit such monies exclusively for the CSEA, as the recognized exclusive bargaining agent for the employees in the unit.

Section 2. The Employer will allow a maximum of fifteen (15) minutes per employee on an annual basis, during working hours, for a non-employee representative of CSEA to explain CSEA membership, services and programs.

Section 3. Effective September 1, 1984, the Employer agrees to deduct and forward to the Civil Service Employees Association, Inc., from the wages of members of the bargaining unit who are not members of the CSEA, an amount equal to the membership dues of the CSEA together with a list of employees for whom such deduction is made.

ARTICLE V / COMPENSATION

Section 1. Effective January 1, 2006, all employees covered by this Agreement shall receive a salary increase of 3%.

Section 2. Effective January 1, 2007, all employees covered by this Agreement shall receive a salary increase equivalent to that negotiated Between the City of Watervliet and CSEA.

Section 3. Effective January 1, 2008, all employees covered by this Agreement shall receive a salary increase equivalent to that negotiated Between the City of Watervliet and CSEA.

Section 4. Effective January 1, 2009, all employees covered by this Agreement shall receive a salary increase equivalent to that negotiated between the City of Watervliet and CSEA.

ARTICLE VI / WORK DAY AND WORK WEEK

Section 1. The regular work week for all employees covered by this Agreement shall not be in excess of 40 hours and, for the duration of this Agreement, shall be the work week presently in effect.

Section 2. The workday for all employees covered by this Agreement shall be those hours an days presently in effect. The employees will work an eight (8) hour day - 8:00 AM to 4:00 PM, with a one-half (1/2) hour lunch period at 12:00 Noon.

Section 3. Maintenance employees shall be permitted a ten (10) minute personal clean-up period prior to the end of each work shift.

ARTICLE VII / OVERTIME AND ADDITIONAL COMPENSATION

Section 1. Overtime at the rate of time and one-half (1-1/2) the regular hourly rate shall be paid for work hours in excess of forty (40) hours per week. Any contractual leave, sick leave, vacation, etc., shall be considered time worked for the purpose of computing overtime.

Section 2. Any employee who is called out by the Maintenance Mechanic or one designated by the Maintenance Mechanic in an emergency shall be guaranteed two (2) hours at the overtime rate.

Section 3. Routine maintenance, specifically trash removal at Hanratta, will be done by a part-time employee. In the event that a Maintenance Laborer must perform the duty, the Laborer will receive two (2) hours of compensatory time.

Effective January 1, 1984, compensatory time earned under this Section may be accumulated to a maximum of four (4) days. Requests for the use of compensatory time off shall be subject to the approval of the Executive Director or their designee.

Section 4. Longevity

Employees hired before January 1, 1982, completing ten (10) years of service shall receive an additional seventeen (\$.17) cents per hour or its salary equivalent. Any employees hired after January 1, 1982 are not eligible for longevity benefits. It is agreed between the Watervliet Housing Authority and the CSEA that the reason for removal of longevity payment for future employees is that pay is for the work performed and not for the length of service.

- (a) An employee shall receive a \$250 yearly stipend after obtaining five (5) years of service and a \$500 yearly stipend after obtaining ten (10) years of service, provided that the employee attend a total of nine (9) hours of training annually in an approved related field. The nine (9) hours of training must be complete in a calendar year and the employee will receive the stipend the following year.
- (b) The training needs to meet the approval of the executive director in order to receive a yearly stipend. An example of training is Loew's, CompUSA, BOCES, etc.
- (c) An employee can obtain training paid for by the Authority and during normal work hours. If the training is on Saturday it will be based on compensatory time to be taken the following week of training.

ARTICLE VII / OVERTIME AND ADDITIONAL COMPENSATION (CONTINUED)

Section 5. Clothing Allowance

The Watervliet Housing Authority shall furnish an annual work clothing allowance for each employee of the Maintenance Garage in the amount of \$525.00 (2002), \$550.00 (2003) and \$575.00 (2004). This annual clothing allowance shall be used for the purchase of safety work shoes, work coats or jackets, hats, overshoes, gloves, work pants and shirts. Safety work shoes shall be worn during work hours. Employees may be required to submit bills for clothes purchased and physically present purchased clothes with corresponding prices to the invoice to the office for approval.

Employees in the first year of employment shall receive the clothing allowance on a prorated basis.

ARTICLE VIII / HOLIDAYS

Section 1. All employees shall be entitled to twelve (12) paid holidays as follows:

New Year's Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Day After Thanksgiving
Good Friday (afternoon)	Christmas Day

The additional 1/2-day shall be a floater and pre-approved by the Supervisor.

Section 2. All holiday work shall be compensated at the rate of time and one-half (1-1/2) plus the holiday pay with the exception of Article VII, Section 3.

Section 3. If a holiday falls on a Saturday, the day of observance shall be the preceding Friday. If a holiday falls on a Sunday, the day of observance shall be the following Monday.

Section 4. All members of the bargaining unit will receive a half-day (1/2 - an afternoon) immediately preceding Christmas and New Year's when these holidays fall on Tuesday, Wednesday, Thursday or Friday. If a member works during these half-day periods, they will be compensated at the rate of time and one-half (1-1/2) for four (4) hours worked or any portion thereof. These half-day periods are not holidays under Article VIII, Section 1, or Section 2.

ARTICLE IX / VACATION AND LEAVE TIME

Section 1. Vacation

Upon completion of one year of service, employees shall be entitled to fifteen (15) working days vacation per year with pay. Thereafter, employees shall earn vacation at the rate of one and one-quarter (1-1/4) days per month. Upon completion of fifteen (15) years of service, employees shall be entitled to twenty (20) working days vacation per year with pay.

An employee may, by written notice to the Executive Director and approved by the Executive Director, during a given calendar year, accumulate or carry over ten (10) days of the vacation leave to which he/she is entitled during said calendar year for use in the following calendar year, for a total accumulation of twenty-five (25) days in any one year. In exceptional case, with the approval of the Executive Director, vacation accruals of over 25 days may be granted.

Section 2. Employees hired after October 1, 1981 shall receive two (2) weeks (10 working days) after one year; thereafter an additional one (1) day per year up to fifteen (15) working days. The remaining provisions of Section 1 of this Article shall then apply.

Section 3. Employees leaving the employment of the Authority during their first or last year shall receive vacation credits on a pro-rated basis.

Section 4. Sick Leave

All employees shall earn sick leave at the rate of one and one-quarter (1 ¼) days per month cumulative to the maximum useable under Section 41(j) of the Retirement and Social Security Law.

Section 5. The monetary value of accrued but unused sick leave shall be paid to Watervliet Housing Authority employees upon said employee's normal retirement or disability retirement from Watervliet Housing Authority employment. The value thereof is to be computed in accordance with the annual pay then being received by such employee.

Section 6. Sick leave of more than three (3) consecutive working days shall require a doctor's certificate to the Executive Director.

Section 7. Employees shall be allowed to charge absences from work in the event of illness in the employee's immediate family against accrued sick leave credits up to a maximum of ten (10) days in any one calendar year. Requests for leave for family illness shall not be unreasonably withheld. For the purpose of this Section, immediate family shall be defined as spouse, mother, father, son or daughter.

ARTICLE IX / VACATION AND LEAVE TIME (CONTINUED)

Section 8. Bereavement Leave

All employees shall be granted three (3) days bereavement leave in the event of a death in the immediate family. The immediate family shall be defined as a spouse, mother, father, child, brother, sister, mother-in-law, father-in-law or any blood relative residing in the household. One (1) day bereavement leave shall be granted in the event of the death of a brother-in-law, sister-in-law, or any other blood relative.

Section 9. Personal Leave

All employees shall be entitled to three (3) days per year personal leave.

Section 10. Accrued Leave Credits

In the event that an employee of the Watervliet Housing Authority dies while in the employment of the Authority or in the event said Watervliet Housing Authority employment is otherwise terminated, the monetary value of the accrued but unused vacation time off shall be paid to the beneficiary designated by said employee for retirement purposes, or in the event of termination, directly to the employee, the value thereof to be computed in accordance with the annual pay then being received by such deceased/terminated employee. No such benefit shall be payable hereunder when an employee is terminated pursuant to disciplinary proceedings as provided in Section 75 of the New York State Civil Service Law.

Section 11. Jury Duty

On proof of necessity of jury service, an employee shall be granted leave with pay, without charge to leave credits to attend such jury duty. The employee agrees, however, to deliver to the Executive Director of the Authority for deposit in the General Fund of the Authority, any fees paid to him/her for such jury services, less any mileage or meal allowances which may be provided.

Section 12. Training Leave

Employees may be required to attend training sessions for the purpose of updating job performances. Such employees are expected to conduct themselves in such a manner as to reflect a professional image of the Authority and are expected to make a positive attempt to learn and understand the material presented during training.

Employees may be required to travel up to One Hundred miles and to attend and leave meetings at the scheduled times.

Costs such as airfare, conference fees and overnight accommodations will be made in advance. All other associated costs will be reimbursed to the employee after expense receipts are presented.

ARTICLE IX / VACATION AND LEAVE TIME (CONTINUED)

Section 13. Leaves of Absence

A leave of absence without pay, not to exceed one year, may be granted to a full time employee by the Executive Director. Upon the expiration of such leave, the employee shall be reinstated to the position, which he/she occupied at the time the leave was granted, with the restoration of all benefits previously enjoyed. If a requested leave is denied, a reason shall be given to the requesting employee.

Section 14. Workers' Compensation

An employee who is hurt or injured on the job shall elect in writing whether he/she desires to use his/her paid accumulated sick leave for the period of disability or whether he/she desires the weekly benefit as provided under the Workers' Compensation Law. Such statement shall be filed with his/her Department Head. In the event that the employee elects to take sick leave with pay, such employee shall transmit to the Housing Authority his/her weekly benefit check. When such check is received by the Housing Authority, the employee's sick leave shall be adjusted in accordance with the following formula:

Weekly Workers' Compensation Check Benefit - Number of sick days per; Employee's Daily Rate of Pay week returned to the employee to the nearest (1/2) half day.

Lump sum settlements shall be retained by the employee.

Section 15. Sick Leave Incentive

Effective January 1, 1999, employees who utilize sick leave in accordance with the following schedule shall receive during January of the following year a payment in accordance with the said schedule: (Payments shall commence in January of 2000).

<u>Sick Leave Hours Used</u>	<u>Payment</u>
0 to 24 hours	\$250.00
25 to 40 hours	\$125.00

The above payments shall be pro-rated for part-time employees.

ARTICLE X / RETIREMENT AND INSURANCE

Section 1. Retirement

All members of the bargaining unit shall be enrolled by the Watervliet Housing Authority in the New York State Employee's System plan pursuant to the provision of Section 41(j) of the Retirement and Social Security Law.

Section 2. Death Benefits

All employees shall be entitled in the New Ordinary Death Benefit (3 years pay to a maximum of \$20,000.00) pursuant to Section 60(b) of the Retirement and Social Security Law.

Section 3. Health Insurance

a) The Watervliet Housing Authority shall pay the entire cost of the individual and dependent coverage equal to or better than the Statewide Blue Cross/Blue Shield Metropolitan Major Medical Health Insurance Plan.

b) Effective April 1, 1998, employees hired after January 1, 1983 shall no longer contribute twenty percent (20%) of the health insurance premium. This provision shall continue as long as the Authority retains its contract with the Van Rensselaer Village. In the event the contract is terminated, the above referenced employees shall be required to contribute ten percent (10%) towards the health insurance premium. The Authority agrees that in the event the contract is terminated, the required ten percent (10%) contribution shall be implemented effective six (6) months thereafter.

c) On or before September 15th of each year, an employee opting not to have health insurance coverage for the following year shall notify the Authority in writing of this waiver of health insurance coverage. On or before December 7th of each year, the employee opting for no coverage for that year will receive a payment equal to forty percent (40%) of the cost of the members Health Insurance Program in a lump sum payment.

If the Health Insurance Coverage of the employee's spouse terminates or fails to cover the employee for any reason during a year in which the employee elects to participate in the Health Care Insurance Buyout Program, the employee will notify the Authority in writing immediately and the Authority will reactivate the employee's Health Insurance Coverage. Health Insurance Buyout payments will be made on a prorated basis during December.

d) Negotiations on possible changes to health insurance coverage may be re-opened at any time during the life of this Agreement with the mutual consent between the Housing Authority and the Civil Service Employees Association, Inc.

ARTICLE X / RETIREMENT AND INSURANCE (CONTINUED)

Section 4. Vision Plan

Effective January 1, 2002, the Watervliet Housing Authority will enroll its employees in the CSEA EBF Gold 12 Vision Employee Only Plan. The Watervliet Housing Authority will pay the premiums for such a plan.

Section 5. Cost savings generated by such things, as changing carriers, etc., will be applied to the establishment of a dental plan.

Section 6. The Watervliet Housing Authority and HUD recognize Outstanding Performance. In recognition of Outstanding Performance, if the Authority receives a rating of ninety percent (90%) on their PHMAP score or above, it will contract with CSEA for "Sunrise" Family Dental or in place of the current vision plan "Platinum 24" Family Vision. The Authority is notified approx. in April of its rating, if ninety percent (90%) or above it will contract for the benefit from July to the following June. *If below 90% or the HUD rating is eliminated the new benefit will not be renewed and only the employee vision will remain as before 1994. Choice shall be determined by the majority of all WHA staff.

*If CSEA benefit contract period is from January to December then it will start the January following the April announcement.

ARTICLE XI / SENIORITY

Section 1. Seniority shall begin with the date of hire on a permanent basis and computed on the basis of continuous service from the date of last hire.

Section 2. Employees will be granted the opportunity to perform scheduled overtime work of a non-emergency nature by seniority on a rotating basis.

Section 3. Seniority shall prevail for vacation and approved by the Executive Director.

Section 4. Promotions

Promotions will be made on the basis of any employee's qualifications, ability and skill (including physical fitness). Seniority shall be a consideration but not the sole criteria. Final selection will be made by the Executive Director.

ARTICLE XII / LAYOFF AND RECALL

Section 1. In the event of a layoff, the employees with the least seniority within the job title shall be laid off first. Civil Service Rules as they apply to Veterans and Disabled Veterans shall be used to determine layoff roster.

ARTICLE XII / LAYOFF AND RECALL (CONTINUED)

Section 2. In the event of a recall, the last employee laid off within the job title shall be the first rehired. Employees shall be placed on a recall list for a period not to exceed four (4) years.

ARTICLE XIII / JOB SECURITY

Section 1. Upon completion of one (1) year of continuous service, all employees in the labor or non-competitive class shall be deemed permanent. In the event of disciplinary or dismissal action, permanent employees shall be granted a review of the charges under the grievance procedure. This shall not be construed to limit any rights an employee may have under the Civil Service Law.

ARTICLE XIV / GRIEVANCES

Section 1. The grievance procedure for the purpose of resolving employee disputes shall be in accordance with the attached Appendix "B".

ARTICLE XV / RECIPROCAL RIGHTS

Section 1. The Employer recognizes the right of the employee to designate representatives of CSEA to appeal on their behalf, to discuss salaries, working conditions, grievances and disputes as to the terms and conditions of the contract, and to visit employees during working hours for the foregoing purposes. Such employee representatives shall also be permitted to appear at public hearings upon the request of the employees.

Section 2. The Employer shall so administer its obligation under this contract in a manner, which will be fair and impartial to all employees and shall not discriminate against any employee by reason of sex, minority, race or creed.

Section 3. The CSEA shall have the right to post notices and other communications on bulletin boards maintained on the premises and facilities of the Employer, subject to the approval of the content of such notices and communications by the Employer. The officers and agents of CSEA shall have the right to visit the employees' facilities for the purpose of adjusting grievances and administering the terms and conditions of this Agreement.

Section 4. Employees who are designated or elected for the purpose of adjusting grievances or assisting in the administration of this contract shall be permitted a reasonable amount of time free from their regular duties to fulfill these obligations. It shall be understood that these obligations have as their purpose the maintenance of harmonious and cooperative relations between the Employer and the employee and the uninterrupted operation of government, subject to the approval of the Executive Director.



ARTICLE XVI / WORKING CONDITIONS

Section 1. A ten (10) minute rest period or coffee break will occur during the morning work hours and the afternoon work hours at the work site.

Section 2. Watervliet Housing Authority vehicles must meet the New York State inspection standards to be operable.

Section 3. Out-of-Title Work

An employee assigned to the duties of a higher classification in excess of five consecutive work days shall receive a differential of ten percent (10%) of his/her regular pay rate for all days so worked. Overtime work, however, shall be compensated at the employee's regular rate.

Section 4. Pesticide Application

Employees certified to apply pesticides shall receive an annual stipend of one hundred dollars (\$100.00). Assignment of such duties shall be consistent with U.S. Department of Agriculture Regulations.

Section 5. Emergency Call-In

The Authority shall maintain and post a roster designating a maintenance employee to be on-call for emergency recall in the event voluntary coverage cannot be obtained. The rotating list shall be for a weekly period for emergency calls after regular working hours and weekends.

Employees listed on the weekly roster shall either provide the Authority with a telephone number or opt to carry a beeper. If an employee does not respond to telephone calls 3 times when listed on the weekly roster, such employee may be required to carry a beeper.

When a need arises for the services of a maintenance employee, the Authority or Maintenance Foreman shall contact the employee on recall.

In case of conflict due to vacation or holiday, alternate coverage shall be arranged by the Authority. In the event the employee is unable to carry the beeper due to illness, vacation or other reasons, the employee will notify the foreman so other arrangements can be made.

ARTICLE XVII / PAST PRACTICE

All existing rules, regulations, practices, benefits and general working conditions previously granted and allowed by the Employer, unless specifically excluded by this Agreement, shall remain in full force and effect during the life of this Agreement.

ARTICLE XVIII / SAVING CLAUSE

Section 1. If any Article or part of this Agreement or any addition thereto should be decided as in violation of any Federal, State or Local Law, or if adherence to or enforcement of any Article or part thereof should be restrained by a court of law, the remaining Articles of this Agreement or any addition thereto shall not be affected.

ARTICLE XIX / LABOR-MANAGEMENT COMMITTEE

Section 1. The Watervliet Housing Authority and the Civil Service Employees Association Unit shall form a Labor Management Committee to meet, at least bimonthly, and make a sincere and good faith effort to resolve the problems both within and outside of the present contract that exists between the two (2) parties. The Committee shall be comprised of not more than two (2) representatives from the Union and not more than two (2) representatives from the Employer. The Committee shall meet within ten (10) working days of written notice to the other that it wishes that Committee to convene. The notice shall contain the agenda for the meeting.

It is understood that the function of the Committee is not to alter the basic contract.

Section 2. Health Related Pilot Program

As proposed by the Executive Director, bargaining unit employees may submit for reimbursement up to \$200 per year in expenses for participation in health related activities. The Pilot Project may be continued in a Successor Agreement by mutual consent of the parties.

ARTICLE XX / DISCIPLINE AND DISCHARGE

Section 1. It is agreed that nothing herein shall, in any way, prohibit the Watervliet Housing Authority from discharging or otherwise disciplining any Watervliet Housing Authority employee regardless of his seniority for just cause. Grounds for summary discharge shall include, but not be limited to, fighting on the job, drunkenness on the job, drinking on the job, use or possession of non-prescription habit-forming drugs on the job, dishonesty, careless use or abuse of Watervliet Housing Authority property, insubordination, negligence in the performance of duties, knowingly falsifying a Workers' Compensation claim and incompetence.

Section 2. When the Authority seeks the imposition of a written reprimand, suspension without pay, a fine not to exceed one hundred dollars (\$100), loss of accrued leave credits, deduction in grade or dismissal, written notice of such discipline shall be served on the employee.

Section 3. In the cases of suspension without pay in excess of three (3) days, fine in excess of twenty-five dollars or dismissal, the employee may appeal to the Final Stage in the Grievance Procedure (Arbitration) provided such appeal is instituted not later than seven working days following receipt of the Disciplinary Notice described above. In all other cases, appeals shall be processed pursuant to the provisions of Appendix "B", Grievance Procedure.

ARTICLE XXI / LEGISLATIVE ACTION

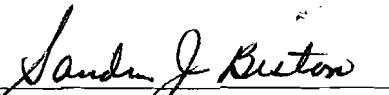
IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OR LAW, OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN ITS APPROVAL.

ARTICLE XXII / DURATION OF AGREEMENT

This Agreement shall become effective January 1, 2006, and shall remain in full force and effect until December 31, 2009.

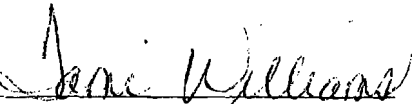
WATERVLIIET HOUSING AUTHORITY

BY: 
CHARLES V. PATRICELLI,
Executive Director

BY: 
SANDY BESTON,
Chairperson

**CIVIL SERVICE EMPLOYEES
ASSOCIATION, INC.**

BY: 
SCOTT KILCULLEN,
President

BY: 
TAMI WILLIAMS, CSEA INC.
Labor Relations Specialist

APPENDIX "A"

SALARY SCHEDULE

	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>
Housing Eligibility Asst.	\$24,852	-----	-----	-----
Tenant Relations Examiner	\$24,788	-----	-----	-----
Maintenance Laborer	\$26,909	-----	-----	-----
Maintenance Man	\$36,050			
Principal Account Clerk	\$32,287			

* The salary increase effective 1/1/07 shall be the equivalent to that negotiated between the City of Watervliet and CSEA.

APPENDIX "B"

GRIEVANCE PROCEDURE

Declaration of Principles

Every employee shall have the right to present his/her grievance in accordance with the procedures provided herein, free from interference, coercion, restraint, discrimination or reprisal, and shall have the right to be represented at all stages of the grievance procedure.

Subject Matter

A "**grievance**" shall mean any violation, misinterpretation or inequitable application of the employment contract, existing laws, rules, regulations, procedures, administrative order or work rule or any other condition of employment which relates to or involves the employee or employees.

"**Days**" shall mean workdays.

Initial Presentation

A. An employee who claims to have a grievance shall present his/her grievance to his/her Immediate Supervisor, orally, within five (5) days after the grievance occurs, or becomes known to the employee(s).

B. The Immediate Supervisor shall discuss the grievance with the employee; shall make such investigation as necessary, and shall consult with their supervisors, if necessary, on an informal basis.

C. Within three (3) days after the presentation of the grievance, the Immediate Supervisor shall make his/her decision and communicate the decision to the employee presenting the grievance and to the employee's representative, if any.

Second Stage

A. If an employee presenting a grievance be not satisfied with the decision made by their Immediate Supervisor, he/she may, within two (2) days thereafter, request a review and determination of their grievance by the Executive Director. Such request must be in writing and shall contain a statement as to the specific nature of the grievance and the facts relating to it. Such request shall be served upon both the Executive Director and the Immediate Supervisor to whom the grievance was originally presented.

APPENDIX "A"

SALARY SCHEDULE

	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>
Housing Eligibility Asst.	\$24,852	-----	-----	-----
Tenant Relations Examiner	\$24,788	-----	-----	-----
Maintenance Laborer	\$26,909	-----	-----	-----
Maintenance Man	\$36,050			
Principal Account Clerk	\$32,287			

* The salary increase effective 1/1/07 shall be the equivalent to that negotiated between the City of Watervliet and CSEA.

APPENDIX "B"

GRIEVANCE PROCEDURE (CONTINUED)

Second Stage (continued)

B. The Executive Director, or their nominee, may, and at the request of the employee, shall, hold a hearing within five (5) after receiving the written request and statement from the employee. The employee and their representative, if any, may appear at the hearing and present oral statements or arguments.

C. Within five (5) days after the close of the hearing, or within eight (8) days after the grievance has been submitted to the Executive Director, if there has been no hearing, the Executive Director, or their nominee, shall make a determination and communicate such decision to the employee presenting the grievance and to the employee's representative, if any.

Final Stage

A. If the decision of the Executive Director is not satisfactory to the employee, he/she may, within ten (10) days after receipt thereof, submit said decision and the original grievance to the Public Employment Relations Board.

B. In case of grievances concerning the interpretation of this Agreement or breaches or claimed breaches hereof, CSEA may substitute itself for the aggrieved party and appeal an unsatisfactory decision at Stage Two in accordance with the rules of the Public Employment Relations Board relating to arbitrations. The decision arrived at shall be final and binding upon both parties to the Agreement, subject to appeal in accordance with the terms of CPLR Sections 7510 and 7511.

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

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

E. The arbitrator shall have no power to add to, subtract from or change any of the provisions of this Agreement, nor to render any decision which contravenes established law, regulation or ordinance or beyond the date the employee became or should have become aware of the grievance except when the grievance involves cash pay earned but not received.

APPENDIX "B"

GRIEVANCE PROCEDURE (CONTINUED)

General Considerations

1. All grievance discussions, meetings, conferences and hearings shall be conducted as much as possible during the normal workday.
2. The time limits at any step may be extended by written mutual consent of the parties.