

**AGREEMENT**

**between**

**NEW YORK CITY HOUSING AUTHORITY**

**and**

**DISTRICT COUNCIL 37 AMERICAN FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES, AFL-CIO**

**July 1, 1992 - January 1, 2019**

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**NEW YORK CITY HOUSING AUTHORITY**

and

**DISTRICT COUNCIL 37 AMERICAN FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES, AFL-CIO**

**THIS AGREEMENT**, dated 12/26/18 between the New York City Housing Authority (hereinafter called the "Authority"), and District Council 37, American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter called the "Union")

**WHEREAS**, the Mayor of the City of New York, in accordance with the provisions of Local Law No. 53-1967, as amended by Local Law 1 of 1972, has approved the election of the Authority to have its provisions applicable to employees of the Authority upon the terms and conditions set forth in such approval; and

**WHEREAS**, in accordance with such approval of the Mayor, the Authority has consented to be bound with respect to its employees in City-wide titles by the results of collective bargaining between the City and certified representatives of employees of the City in such titles, with respect to wages, salaries and other matters of an economic nature but reserving to itself the negotiation of non-economic matters; and

**WHEREAS**, employees of the Authority in the positions set forth in Schedule "A", annexed hereto and made part hereof, are represented by the Union as appears by certificates of exclusive bargaining representation status issued by the former City Department of Labor or by the Board of Certification of the Office of Collective Bargaining that the Union is the exclusive bargaining representative for all employees in the aforementioned titles for the purpose of collective bargaining, separate units having, however, been designated as appropriate for the purpose of collective bargaining as set forth in such certifications; and

**WHEREAS**, the City has negotiated with the Union as the exclusive bargaining representative for employees of the City in the aforementioned titles with respect to matters of an economic nature and have arrived at an agreement with respect thereto; and

**WHEREAS**, the Union has made certain demands of a non-economic nature on behalf of employees of this Authority in the positions set forth above (hereinafter collectively referred to as "employees," except as otherwise provided herein or where a different meaning appears from the context), and in implementation of the aforementioned election, the Authority and the Union through their duly constituted representatives have negotiated thereon and have arrived at an understanding with respect thereto, which it is deemed desirable to reduce to writing; and

**WHEREAS**, the operations of the Authority, a corporate governmental agency, are subject to statutory and contractual control and regulation by other governmental bodies and officials, and it is recognized by the Union that certain terms of the understanding may not be put into effect without the approval of other governmental bodies and officials:

**NOW, THEREFORE**, the following is the Agreement arrived at by the Authority and the Union which shall be subject in all respects to constitutional and statutory limitations and the provisions of applicable law and regulation:

### **Article 1 APPROVAL BY OTHER GOVERNMENTAL AGENCIES**

Whenever any of the terms of this Agreement require approval by other governmental bodies and officials, the Authority will take appropriate steps and exert its best efforts to obtain such approval.

### **Article 2 TERM OF AGREEMENT**

The terms of this Agreement are applicable for the period of twenty-six (26) years six (6) months commencing July 1, 1992 and terminating January 1, 2019.

### **Article 3 WORK WEEK AND HOURS**

- a. Wherever practicable, the normal work week shall consist of five consecutive working days, separated by two consecutive days off.
- b. The normal work week shall be 35 hours, unless otherwise stipulated as a result of City negotiations.

c. The work schedule for those Authority employees assigned to project management offices shall be an 8:30 A.M. to 4:30 P.M. shift. The length of the lunch period shall be one hour. Notwithstanding the provisions of the foregoing, those eligible employees covered by Article 8 of this Agreement, which pertains to a summer schedule, shall continue to work a 9:00 A.M. to 4:00 P.M. shift. The parties agree that the foregoing shall not apply to those employees assigned to Central Office.

#### **Article 4 OVERTIME**

a. Ordered involuntary overtime authorized by a Department Head which results in an employee working in excess of 40 hours in any calendar week shall be compensated in cash at time and one-half.

b. Employees whose normal work week is less than 40 hours and who are ordered to perform (involuntary) overtime shall be compensated at the employee's choice in cash or compensatory time at straight time for the difference between the regularly scheduled work week and 40-hours. Employees who are paid in cash for overtime may not credit such time for supper money allowances.

c. Authorized voluntary overtime which results in an employee working in excess of the employee's normal work week in any calendar week shall be compensated in time off at the rate of straight time.

d. No credit shall be recorded for unauthorized overtime. Credit for all authorized overtime beyond the normal work week shall accrue only after one hour in units of one-quarter hour to the nearest one-quarter hour.

e. Time during which an employee is in full pay status, whether or not such time is actually worked, shall be counted in computing the number of hours worked during the week. Where a legal holiday falls on a regular work day, the normal hours of work for that day shall be counted in computing time worked for overtime purposes. However, employees who work on holidays shall receive a cash premium equal to fifty (50%) percent of their regular rate of pay for all hours worked on the holiday and shall, in addition, receive a compensatory time off. If an employee is required to work on a holiday which falls on the employee's scheduled day off, the employee

may choose whether to be compensated therefor by payment of the cash premium and compensatory time off as provided for above or, if such employee is otherwise eligible, in accordance with the provisions of the Agreement with respect to payment for overtime.

f. The hourly rate of pay shall be determined as follows:

(i) for employees whose basic work week is 35 hours, divide the normal by-weekly gross pay by 70.

(ii) for employees whose basic work week is 37 1/2 hours, divide the normal by-weekly gross pay by 75.

(iii) for employees whose basic work week is 40 hours, divide the normal bi-weekly gross pay by 80.

g. For the purpose of this Section, "normal bi-weekly gross pay" shall include educational and longevity differential, if any.

For all employees who work overtime not compensated for in cash, meal allowances, the amount of which conform to the provisions contained in the City-wide Agreement between the Union and the City of New York, shall be provided as follows:

Amount

1.	For	2 continuous hours of overtime	\$ 6. 75
2.	For	5 continuous hours of overtime	\$ 7. 25
3.	For	7 continuous hours of overtime	\$ 9. 25
4.	For	10 continuous hours of overtime	\$10. 25
5.	For	15 continuous hours of overtime	\$11. 25

(i) Time off for meals shall not be computed as overtime. However, such time off shall not affect the continuity requirement for meal allowances. In the event the City of New York changes its policy with respect to meal allowances during the period covered by this agreement, then any such change shall also apply to the employees covered by this agreement.

(ii) The Authority shall apply to the new Agreement the rates and other terms and

conditions for the payment of mileage and meal allowances that are contained in the Citywide Agreement between the Union and the City of New York ("City") covering the period commencing from the date of succession to the 1990-1992 Citywide Agreement to June 30, 2001, as modified from time to time.

- h. In emergency situations, the Authority shall have a right, after negotiations with the Union, to apply a variation of these overtime regulations.
- i. In the event of any inconsistency between this Article and standards imposed by Federal or State Law, the Federal or State Law shall take precedence unless such Federal or State Law authorizes such inconsistency.

#### **Article 5 TIME AND LEAVE**

- a. The leave regulations of the Authority and any amendments thereto hereafter made shall apply to all employees covered under this Agreement, except as otherwise provided for herein. The leave accrual table is attached in Appendix B of the contract.
- b. Annual leave may be used in units of one-half hour with the permission of the Department or Office Head, Housing Manager or Division Chief.
- c. All per annum employees shall be entitled to unlimited accumulation of annual leave.
- d. Notwithstanding Section "a" above, upon termination of employment an employee's Annual Leave shall be converted to Terminal Leave at the rate of one day for each month's service with the Authority, but not in excess of 72 days for per annum employees.
- e. The regular (12) holidays with pay shall be as follows:
  - i. New Year's Day - January 1
  - ii. Martin Luther King, Jr's. Birthday – Third Monday in January
  - iii. Floating Holiday for all employees hired before July 1, 2004
  - iv. Washington's Birthday - Third Monday in February
  - v. Memorial Day - May 30 - or other date established by NYS Legislature
  - vi. Independence Day - July 4
  - vii. Labor Day - First Monday in September
  - viii. Columbus Day - Second Monday in October

- ix. Veteran's Day - November 11 - or other date established by NYS Legislature
- x. Election Day - First Tuesday following First Monday in November
- xi. Thanksgiving Day - Fourth Thursday in November
- xii. Christmas Day - December 25

f. When a holiday falls on a Saturday, it shall be observed on the preceding Friday. When a holiday falls on a Sunday, it shall be observed on the following Monday. However, when the Authority deems it necessary to keep facilities open on both Monday and Friday, employees may be scheduled to take time off on either the Monday or Friday. When either the holiday, or the day designated for observance, occurs on an employee's scheduled day off and the employee does not work on such day, the employee shall be entitled to one compensatory day off in lieu of the holiday.

g. If an employee is required to work on any of twelve (12) holidays listed in Section (e) above, the employee shall receive a fifty percent (50%) cash premium for all hours worked on the holiday, and shall in addition receive compensatory time off at the employee's regular rate of pay. Compensatory time off earned pursuant to this Section may be scheduled by the Authority either prior to or after the day on which the holiday falls.

h. If the holiday designated pursuant to this Contract falls on a Saturday or a Sunday, the fifty percent (50%) cash premium and compensatory time off at the employee's regular rate of pay shall be paid to all employees who work on the actual holiday only. The holiday shall be designated for observance to fall on the Friday or Monday preceding or following the actual holiday. Employees required to work on the above-mentioned Friday or Monday pursuant to Section (e) shall receive compensatory time only. With respect to an employee who is scheduled to work on both the Saturday or Sunday holiday and the day designated for observance: (1) if the employee is required to work on one of such days, the employee shall be deemed to have received compensatory time off (and the employee shall receive the fifty percent (50%) cash premium when required to work on the actual holiday) ; or (2) if the employee is required to work on both such days, the employee shall receive the fifty percent (50%) cash premium and compensatory time off at the employee's regular rate of pay for all hours worked on the actual holiday.

i. However, if the employee is required to work on a holiday which falls on the employee's scheduled day off, the employee may choose whether such holiday work is to be compensated by the fifty percent (50%) cash premium and compensatory time off as provided for above, or, if the employee is otherwise eligible, by the overtime provisions of Article 4. An employee shall not receive for the same hours of work both (1) overtime pay and (2) the fifty percent (50%) cash premium and compensatory time off. However, regardless of whether the holiday falls on a regular working day or on a scheduled day off, if the number of hours worked on such holiday exceeds the employee's normal daily tour of duty, all hours of work in excess of such normal daily tour of duty shall be covered by the provisions of Article 4.

j. Shifts which begin at 11 P.M. or later on the day before the holiday shall be deemed to have been worked entirely on the holiday, and shifts which begin at 11 P.M. or later on the holiday shall be deemed not to have been worked on the holiday.

k. An employee may receive both a shift differential, as set forth in Article 5 Sections (m) and (n), and holiday premium pay for the same hours of work, but in such cases each shall be computed separately according to Section (1) of this Article.

1. Shift differentials and holiday premium pay shall in all cases be computed on the individual employee's hourly rate of pay as determined by the provisions of Article 4.

m. For employees hired before July 1, 2004; there shall be a shift differential of 10% for all employees covered by this contract for all scheduled hours of work between 6:00 P.M. and 8:00 A.M. with more than one hour of work between 6:00 P.M. and 8:00 A.M. For any employee newly hired on or after July 1, 2004, during their first three (3) years of employment only, this provision will apply for hours worked between 8:00 pm and 8:00 am.

n. An employee working overtime shall not receive a shift differential for such work but shall receive overtime pay or compensatory time as provided for in this Agreement.

o. In the event of an overpayment to an employee of an amount exceeding 25% of the employee's gross pay, the Authority will not make wage deductions for recoupment purposes in amounts greater than 25% of the employee's gross pay, except where the employee is being suspended, terminated, or going on leave of absence, or if the amount of the overpayment exceeds \$1,000.

- p. Where the employee is suspended, terminated, or going on leave of absence, the Authority will deduct the full amount or balance of the overpayment from monies owed the employee.
- q. In lieu of wage deductions for overpayment recoupment purposes, the Authority may, with the consent of the employee, make deductions from the employee's annual leave bank.
- r. In cases where the overpayment exceeds \$1,000, deductions may be made in larger installments at the discretion of the Authority.
- s. Effective upon the execution date of this Memorandum of Agreement, the number of latenesses per annum before automatic penalties shall be applied shall be reduced such that employees shall be in the following lateness penalty category when the number of latenesses exceeds the following corresponding amount per annum, or a monthly pro-ration thereof:

<u>Double</u>	<u>Triple</u>	<u>Quintuple</u>
35	53	70

- t. Employees enjoying flexible work schedules shall not be entitled to a five (5) minute grace period at the start of their work shift.

**Article 6 DISABILITY**

- a. An employee who has been determined by the Authority to be physically disabled because of an assault arising out of and in the course of his or her employment may receive leave with pay, which shall not be chargeable to any leave balance to the credit of the employee, for the period during which the Authority determines the employee is unable to perform the duties of his or her position, but in no event shall such leave with pay exceed eighteen (18) months from the date of such injury, provided that any and all Workers' Compensation payments to which such employee shall be entitled for the period during which the employee receives such leave with pay shall be reimbursed by the employee to the Authority. No benefits shall be paid while an employee is suspended pending disciplinary action relating to the assault, or if an employee is subsequently found culpable of having commenced the assault or unnecessarily continuing the assault.

b. All employees who sustain a disabling injury arising out of and in the course of their employment, which prevents them from working, may elect to receive full pay for the period of their absence due to such disability not exceeding six months from the date of such injury, in lieu of Workers' Compensation payments for the period of such absence, provided that an employee may elect to receive full pay from the Authority only on condition that such employee has sufficient annual leave so that 30% of the period of such absence shall be charged to such annual leave, and provided further that any Workers' Compensation payments to which such employee may be entitled for such absence for the period during which the employee receives such leave with full pay shall be reimbursed by the employee to the Authority, as provided in standard Authority procedure.

c. In the case of any disability arising under the provisions of section (b) of this Article, there shall be no charge to an employee's annual leave for a period commencing on the first day of the seventh month and terminating on the last day of the twelfth month of such disability, provided the provisions of section (b) relating to Workers' Compensation shall also apply.

#### **Article 7 RETIREMENT TERMINAL LEAVE**

a. Retirement Terminal Leave will be granted only after ten (10) years of continuous Authority service.

b. Terminal Leave and Retirement Terminal Leave shall be granted as a matter of right, rather than at the discretion of the Authority. The foregoing provision shall be applicable to all employees in titles covered by this Agreement and benefits thereof shall be applicable to the beneficiary or estate of a deceased employee. It shall not be applicable to employees dismissed from employment by the Authority pursuant to disciplinary proceedings. In lieu of receiving Retirement Terminal Leave, an employee may elect to receive a cash payment for half the number of days in excess of 72 days in his or her Annual Leave balance up to a maximum of 100 work days.

### **Article 8 SUMMER SCHEDULE**

- a. Commencing on July 1 of each year and terminating on Labor Day of each year, all employees covered by this Agreement, who do not work in air-conditioned offices shall have their workday shortened by one hour. The work day shall therefore terminate at 4:00 P.M. or at such staggered intervals as may be fixed by the Authority based upon a 4:00 P.M. closing.
- b. No shortened work day schedule shall be granted to any employee until the employee has completed one year of service.
- c. If during the period July 1, through Labor Day the Authority shall require employees with more than one year of service to work as a skeleton staff, such employees shall be granted compensatory time off on an equal time basis.
- d. Employees who work shortened work day schedules, as described in this Article, are entitled to the meal allowances set forth in Article 4 Section (g) of this Agreement, provided that such employees work a minimum of three hours beyond the shortened work day schedule. An employee who qualifies for a meal allowance, pursuant to the provisions of this Section shall not count the first hour worked after the shortened work day schedule in computing the amount of meal allowance to which such employee is entitled.

### **Article 9 MAJOR TRANSPORTATION DELAYS**

- a. Lateness caused by a major failure of public transportation, such as widespread or total power failure of significant duration or other incident of similar severity, shall be excused to the same extent that the City of New York grants excused time to its employees in a specific situation.
- b. Employees covered by this Agreement shall not have their annual leave charged or lateness counted in the event they report late to work as a result of being affected by a major transportation delay, provided that such major transportation delay is substantiated by the Transit Authority on forms obtained by the employee involved from the Transit Authority and executed by an authorized representative thereof.

### **Article 10 TRANSFER OF LEAVE TIME**

An employee who is appointed by or transfers to the Authority from a City Agency, shall have credited from his or her sick leave, annual leave or other leave balances from said Agency, a maximum of two (2) years Annual Leave earnings, provided that said City Agency has a reciprocal policy providing for employees of the Authority transferring or being appointed to said Agency.

### **Article 11 ANNUAL LEAVE**

- a. As of June 1st of each year of the term of this Agreement, all employees shall be given an annual statement of all leave balances.
- b. When a death in an employee's family occurs while the employee is on annual leave time, such time as is excusable for death in the family shall not be charged to annual leave.
- c. Effective March 30, 2001 [date of executive of prior MOA], bereavement leave shall be granted for the death of a "domestic partner," pursuant to the terms as defined in New York City Administrative Code §1-112(21), and grandchild.

### **Article 12 CONFINEMENT AND CHILD CARE LEAVE**

- a. A combined confinement and child care leave of absence without pay shall be granted to an employee (male or female) who becomes the parent of a child up to four years of age, either by birth or adoption, for a period of up to forty-eight (48) months. The use of this maximum allowance will be limited to one instance only. All other confinement and child care leaves of an employee shall be limited to a thirty-six (36) month maximum.
- b. Prior to the commencement of confinement and child care leave an employee shall be continued in pay status for a period of time equal to such employee's accrued annual leave to be calculated at the rate of one day per month for each month of continuous Authority service, but in no event in excess of 72 days. A pregnant employee shall have the option to be continued in pay status for a period of time equal to all or part of her unused accrued annual leave. Time in pay status shall not be included in the confinement and child care leave.

c. Employees who initially elect to take less than the forty-eight (48) month maximum period of leave or the thirty-six (36) months, may elect to extend such leave by up to two extensions, each extension to be a minimum of six (6) months. However, in no case may the initial leave period plus the one or two extensions total more than forty-eight (48) months or thirty-six (36) months.

d. This provision shall not diminish the right of the Director of Personnel to grant a further leave of absence without pay for child care purposes.

e. The leave regulations of the Authority will be amended to reflect the foregoing provisions of this Article.

### **Article 13 POSTING OF JOB VACANCIES AND TRANSFERS**

a. The parties agree to continue the existing posting transfer procedure to fill authorized job vacancies, except as herein modified.

b. When a second vacancy in the same title occurs in a division or a project within ninety (90) days subsequent to the first vacancy, a second posting will not be necessary if there are names remaining from the first posting. Those employees who are interested in the location for which the posting is being made, and who will become eligible for transfer within ninety (90) days of the posting, may also submit their names and they will be considered when eligible and in seniority order for subsequent openings at the location within the ninety (90) day period.

c. With regard to the filling of vacancies for full- time positions in titles represented by the Social Service Employees Union, Local 371, i.e., Community Assistant, Community Associate and Community Coordinator, the following shall apply:

- (i) The Authority has the right to determine if a vacancy which has been approved for filling will be filled by an outside hire.
- (ii) If the Authority determines that the vacancy will be filled internally, then the vacancy will be posted in the same manner as is currently done for other titles, except that only full-time eligible employees may apply.

- d. In accordance with the posting procedures, after fifteen (15) months in a field location, employees in the field shall be entitled to make a request for transfer. After eighteen (18) months in Central Office, employees in Central Office shall be entitled to make a request for transfer.
- e. All Supervisors are required to immediately forward requests for transfers by employees under their jurisdiction to the Personnel Department with respect to the filling of posted vacancies.
- f. In the event of an involuntary transfer, caused by excess staff, the employee with the least seniority in the title within each department shall be subject to transfer. Where there is no transfer list as a result of a posted vacancy such employees may be permitted to select among the available positions in order of seniority.
- g. The Union representative at the request of the employee, may recommend on an individual basis, those employees entitled to a priority for transfer purposes based on excessive travel time. For such purposes excessive travel time shall be defined as travel time in excess of 75 minutes within the City on available transportation. This priority will supersede the normal seniority rule concerning transfers.
- h. The Union representative may request a priority of transfer of a new employee who has 4 months of satisfactory service and who alleges excessive travel time from his/her home to the work location. Such request will be reviewed by the Director of Personnel and, if justified, the affected employee will be entitled to priority for transfer to the location requested. The parties agree, however, that during the aforementioned 4-month period of satisfactory service, the Authority regulations relating to lateness shall continue to remain in full force and effect.
- i. An employee who has been on sick leave may return to the last location at which such employee worked, provided he or she returns to work within ninety (90) calendar days after commencement of sick leave. The foregoing provision shall only apply where there are two (2) or more employees in the affected title (including a broadbanded title) in a project or division. For the purposes of this Section only, the Manager's secretary and the Superintendent's secretary shall be considered in the same title. Projects with 1100 or more dwelling units are automatically considered to have two (2) Secretarial employees and two (2) Clerical employees regardless of current staffing.

j. The computerized Automated Transfer List System (ATLS) shall be implemented for employees serving in titles represented by Locals 371, 768 and 957, and other Union-represented titles as may be mutually agreed to by the parties, as soon as feasible.

k. Those serving in the title of Community Service Aide, including part-timers, shall be eligible to participate in the ATLS system, but only for the purpose of being considered for promotion from such title.

l. The Union recognizes the Authority's management right to make administrative transfers. Further, the Authority agrees that such transfers shall not be implemented for punitive or disciplinary reasons.

m. The Director of Human Resources shall expeditiously review all administrative transfers of employees serving in titles represented by Local 371, SSEU.

#### **Article 14 CAR ALLOWANCES**

a. Compensation to employees for authorized and required use of their own automobiles shall continue to be at the rate of twenty-three (23) cents per mile with a minimum guarantee of thirty (30) miles for each day of authorized and actual use. Said mileage allowances is not to include payment for the distance traveled from the employee's home to the first work location in a given day or from the last work location to the employee's home unless the employee is authorized and required to carry special equipment or materials which cannot feasibly be transported via mass transit.

b. In the event the City of New York changes its policy concerning the rates or the minimum guarantee for mileage allowance, then such change shall also apply to Authority employee

#### **Article 15 PAY PRACTICES**

a. The Authority shall grant an advance of vacation pay to employees who have sufficient accrued leave to cover the vacation period, provided (1) that the employee submit an appropriate request in writing at least thirty (30) days in advance, (2) that such advance shall be made only in

full payroll period segments, and (3) that the number of advances shall be limited to one for each calendar year during the period of this Agreement.

b. Any employee who is affected by individual change in title or rate of compensation of an adverse nature shall be notified in writing at least two weeks prior to such adverse action.

c. Employees who are terminated, laid off or retired, and who cannot work off accrued annual leave and compensatory time, will be paid a lump-sum payment for the number of days to which they are entitled in accordance with leave regulations.

c. Consistent with the side letter of agreement contained in the Citywide Agreement between the Union and the City, dated May 19, 2000, and as soon as administratively feasible, the Authority with the Union's participation shall implement procedures enabling employees to purchase special TransitChek MetroCards through pre-tax payroll deductions.

#### **Article 16 PERSONNEL RECORDS**

a. An employee shall be entitled to receive a copy of any adverse or derogatory material regarding his or her work performance or conduct, but only if such material becomes part of the employee's personnel folder maintained in Central Office or in the personnel folder maintained in the project to which the employee is assigned.

b. An employee shall be permitted to view his or her personnel folder once a year, and also when a written adverse personnel action is initiated against the employee. The viewing of such personnel folder shall be in the presence of a designee of the Authority and held at such time and place as the Authority may prescribe.

c. Any adverse or derogatory memorandum which is inserted in the employee's file shall contain the signature of the employee evidencing the fact that he or she has examined such memorandum. However, if the employee refuses to affix his or her signature to such memorandum, the said adverse or derogatory memorandum shall nevertheless go into such employee's file with the notation that the said employee has refused to affix his or her signature to such memorandum. If an employee finds in his or her personnel folder any material relating to the employee's work performance or conduct in addition to evaluatory statements, the employee

shall have the right to answer any such material filed and the answer shall be attached to the file copy.

d. Adverse or derogatory material in an employee's personnel folder may be removed from such employee's folder upon the recommendation of the Manager and Superintendent, and the concurrence thereafter of the District Director; or for employees assigned to Central Office, the recommendation of the Division Chief and the concurrence of the Office or Department Director.

e. If an employee is found not guilty of all charges and specifications subsequent to a general hearing, all material relating thereto is to be removed from the employee's folder. The Authority will then prepare a sealed file containing the record of the general hearing, including the minutes thereof, and transmit same to the Office of the Secretary of the Authority.

f. If an employee who is the subject of a general hearing involving both major and minor charges and specifications, is found not guilty of a major charge and specification but is found guilty of a minor charge and specification, all references to the charges and specifications as to which the employee is not guilty shall be deleted from the employee's personnel folder. The Authority will then prepare a sealed file containing all references to the charges and specifications of which the employee is found not guilty, and transmit same to the office of the Secretary of the Authority.

g. If an employee is found not guilty of all charges and specifications subsequent to a local hearing, all material relating to those charges and specifications are to be removed from the employee's folder. The Authority will then prepare a sealed file containing all information relating to the local hearing and transmit same to the Office of the Secretary of the Authority.

#### **Article 17 SPECIAL PROVISIONS FOR MOTOR VEHICLE OPERATOR**

a. An employee in the title of Motor Vehicle Operator who is required, ordered and/or scheduled to "stand-by" at home subject to recall, as authorized by the Motor Vehicle Dispatcher of the Authority or by the person to whom such Motor Vehicle Operator is assigned, subject to Authority regulation, shall receive overtime credit for such "stand-by" duty on the basis of half-time or one-half hour overtime credit for each hour of "stand-by" time.

- b. An employee in such title who is required because of "stand-by" duty to travel home from work in the Authority's motor vehicle and park same at or near his or her home shall receive full overtime credit for such travel time less one-half hour.
- c. Overtime determined as a result of "stand-by" duty shall not be computed as overtime with respect to the provisions of this Agreement relating to meal allowances.
- d. Approved vacancies for positions as Motor Vehicle Operators, with the exception of the drivers for the Members of the Authority, and the General Manager, shall be filled by a "post and pick" procedure based upon garage seniority. Copies of all such postings and selections shall be forwarded to the Union.

#### **Article 18 MISCELLANEOUS PROVISIONS**

- a. The Authority shall support before the appropriate agencies of government an application by the Union to upgrade any of the positions covered by this Agreement when the Authority considers such an application to be justified.
- b. The Authority shall cooperate with the Union in endeavoring to secure scholarships granted by educational institutions or by private persons or organizations in connection with an education program of the Union.
- c. The Authority shall:
  - (i) Grant to the Union and no other Union with respect to employees covered by this Agreement the right to post notices on bulletin boards in places and locations where notices usually are posted by the employer for the employees to read. All notices shall be on Union stationery and shall be used only to notify employees of matters pertaining to Union affairs.
  - (ii) Release one employee to be named by the Union on a full-time basis to handle labor relations matters as outlined in Mayoral Executive Order No. 75, as amended.
  - (iii) Permit the Union to include Union literature in orientation kits, provided such literature is first approved for such purpose by the Authority.

- (iv) Permit the Union to have reasonable access to its dues check-off authorization cards in the custody of the Authority.
  - (v) Air condition Management Offices in those housing projects that currently have or will have sufficient wiring which allow tenants to have air conditioning in apartments in said housing projects. The Authority further agrees that with respect to housing projects to be hereafter constructed, it will provide adequate wiring and air conditioning for Management Offices.
- d. The Authority will provide insurance in the amount of \$100,000.00 to cover employees in titles covered by this Agreement for accidental death arising out of an assault or robbery occurring during the course of employment, provided that such death occurs within one (1) year of such assault or robbery. The Union acknowledges that it has received from the Authority a copy of its insurance policy effectuating the foregoing.
- e. The Authority agrees to furnish employees in titles covered by this Agreement with laminated identification cards.
- f. The Authority agrees to provide to all employees covered by this agreement the following:
- (i) Adequate, clean, structurally safe and sanitary working facilities.
  - (ii) A first-aid chest, adequately stocked and accessible to all employees.
  - (iii) A lounge in each project, wherever practicable.
- g. If an employee covered by this Agreement has ten (10) years or more of retirement system membership service and is considered permanently unable to perform all the duties of his/her title and no suitable in-title position is available, he or she shall be referred to the New York City Employees' Retirement System and recommended for ordinary disability retirement.
- h. Upon the death of an employee, the Authority will notify the employee's beneficiary of any benefits to which such beneficiary may be entitled, and where to apply for those benefits.
- i. The Authority shall grant the same option to change health plans to eligible retired employees as presently exists for retirees of mayoral agencies. This option shall:
- (i) be a one-time choice, (ii) be exercised only after one year of retirement.

- (iii) be exercised at any time without regard to contract periods.

The effective date of change of such new plan shall be the first day of the month following three months after the month in which the application has been received by the New York City Health Insurance Program.

In addition, retirees shall have the option of changing their previous choice of health plans during the re-opener period for Health Insurance, such re-opener period occurring each even-numbered year. This option shall be exercised in accordance with procedures established by the Authority. The Union will assume the responsibility of informing retirees of this option. The Authority grants to the retirees the right to add dependents to their health insurance coverage on the same basis as is presently granted to City retirees.

- j. The Authority agrees to continue its contingency plan relating to bomb scares.
- k. The authority shall not designate as hearing officer in a local hearing a supervisor of or from the same housing project or location as the charged employee.
- l. In general trials held pursuant to section 75 of the Civil Service Law, the Authority agrees to phase out the use of former employees as hearing officers by limiting the frequency of appointment of those heretofore acting as hearing officers and by appointing no former employees to act as hearing officers who have not so acted in the past.
- m. After promotion, if an employee is returned to his or her former title in accordance with existing Civil Service Rules and Regulations, the employee may request of the Authority a conference to discuss the basis for the employee's return to his/her former title. The decision of the Authority in this regard is neither arbitrable nor reviewable under the existing Civil Service Law.
- n. All new employees shall be advised of the health and security benefits to which they are entitled and the name and address of the fund providing such benefits.
- o. The Authority shall cooperate in expediting the sending to the Union of tapes and other information necessary for processing claims relating to health and security. The Health and Security Fund shall continue to pay the cost for this material.

- p. The Union shall be notified at least 30 days prior to the effective date of any lay-offs, if possible. The Authority shall meet with the Union in an attempt to find alternatives to lay-offs. When employees are laid off the Union shall receive copies of all preferred lists with original dates of appointment utilized for the lay-offs.
- q. Employees in special programs shall be subject to any superseding rules and regulations of such programs.
- r. The Authority will use its best efforts to advise the Union of the introduction by the Authority of any new technological equipment which will impact on working conditions, within ninety (90) days prior to such implementation.
- s. Permanent Civil Service Employees covered by this Agreement shall not suffer loss of salary upon their civil service change to another title covered by this Agreement subject to the salary maximum of the new title.
- t. The Authority has prepared contingency plans for operating during major failure of public transportation, or other similar type emergency for handicapped employees who have great difficulty reaching their work locations.
- u. Employees assigned, appointed, promoted to a position with duties of a significantly new nature or hired into a new title shall receive adequate training as determined by the Authority.
- v. Terminations of City Seasonal Aides shall be reviewed by the Director of Human Resources.

#### **Article 19 DAMAGE OR DESTRUCTION OF PERSONAL PROPERTY**

- a. The Authority will reimburse an employee while on duty in or about Central Office and project buildings and boundaries, for loss or damage or destruction of personal property when such loss results from theft, force or violence reported to the police. The term "personal property" shall include an employee's personal automobile but shall not include cash. The term "loss", "damage" or "destruction" shall not cover the effects of normal wear and tear use.
- b. Reimbursement to the affected employee shall not exceed the sum of \$300 for each personal property claim, and will be granted only to the extent that such loss is not covered by

insurance carried by the employee. Each claim shall be supported by a copy of the police report and a written sworn statement.

c. A committee consisting of two staff members representing the Authority and two staff members representing the Union shall determine the amount, if any, to which the affected employee is entitled hereunder.

### **Article 20 TRAINING FUND**

The Authority in conformity with the policies and procedures of the New York City Department of Personnel, shall contribute to the Union a sum calculated at the rate of \$25.00 for each fiscal year (July 1 to June 30) covered by this Agreement, for each employee in an eligible City-wide title, and for a Training Fund for the purpose of establishing and administering a plan to provide opportunities for training and education for employees covered by this Agreement, beyond those provided by the Authority. The Union, after consultation with the Authority, shall develop and direct the said training program. Such Training Fund shall be designed to increase the effectiveness and efficiency of employees covered by this Agreement, and to prepare such persons for advancement and upgrading. The Union will use its best efforts to avoid duplication of existing Authority training programs. The Authority shall at any time, after written notice have the right to review and/or audit any and all training programs instituted by the Union. Notwithstanding any of the foregoing provisions of this paragraph, the said payment of \$25.00 for each eligible employee as provided in this paragraph shall be applicable only in those instances where the City makes similar payments. In view of the fact that certain City unit agreements provide for a specific total sum for the unit, it is the Authority's intention to conform to this mode of payment wherever applicable, except that all training fund payments shall be made by the Authority to the Union in equal monthly installments. Such payment by the Authority will be based upon the same per capita payments made by the City. It is understood by and between the parties that subsequent to the execution of this Agreement, the parties will enter into a separate Agreement embodying the terms and conditions covering the said Training Fund

## Article 21 BENEFIT TRUST FUND

a. The Authority and the Union agree to enter into certain agreements wherein and whereby the Authority shall be required to make payments to the Union which the Union in turn shall remit to the District Council 37 Benefit Fund Trust (Welfare Fund) and to the Local 371 Administrative Fund (Welfare Fund), to provide the welfare fund benefits set forth in those agreements. The effective dates and amounts provided for in the Welfare Fund Agreements shall conform to the effective dates and amounts provided for in the City-wide contract with the Union. With respect to those agreements the Authority shall furnish once a year to the Union between March 15th and July 1st the following information:

- (i) Schedule of employees as of the end of the prior year by job title code.
- (ii) Home address of record for each such employee.
- (iii) Social Security number for each such employee.
- (iv) Authority title code number for each employee.

b. The Union shall be entitled to receive such separate contributions as may be provided in this Agreement for welfare, training and legal services benefits, as a single contribution. This contribution shall be paid by the Authority into the aforementioned Administrative Employee Benefit Fund, established by the Union and shall be held by the trustees of that fund for the exclusive purpose of providing, through other trusteed funds, welfare, training and legal service benefits for the employees so covered as well as any other benefits as the Authority and the Union may agree upon. Such Administrative Employee Benefit Fund contribution by the Authority shall be subject to the aforementioned welfare fund and any other agreement between the parties. Such agreements shall include among its provisions that the Employer shall continue to have the right to review and approve the distribution of funds to and the level of benefits provided by the individual funds. The individual funds shall also continue to be subject to a separate agreement between the Authority and the Union.

c. The Union may allow the Administrative Fund to utilize an amount not to exceed ten dollars (\$10) per employee per year from Welfare Fund contributions to help defray the costs of health insurance and pension counselling for such employees.

## **Article 22 LABOR-MANAGEMENT COMMITTEES**

Labor-Management Committees consisting of representatives of the Authority and the Union, shall meet at such times as may be mutually agreed upon for the purpose of consultation on the following matters of mutual interest:

- (i) The cost containment and efficient delivery of the health and hospitalization programs offered to employees. This Committee may make recommendations on the application of any cost savings and work in conjunction with a similar City-wide Labor-Management Committee.
  - (ii) Flex time work schedule,
  - (iii) Possible day care centers for children of Authority employees.
  - (iv) Health and safety items, with particular emphasis on a number of factors pertaining to the use of Cathode Ray Tube/Video Display Terminals.
  - (v) Training for new employees, particularly Field Clericals.
  - (vi) Personnel practices and working conditions pertaining to Housing Police Administrative Aides assigned to Police Service Areas.
- Classification concerns regarding clerical/accounting titles;
  - Safety equipment;
  - Generic "field"-related concerns and/or issues;
  - Transfer opportunities for employees who serve in the title of Recreation Director.

## **Article 23 OUT-OF-NORMAL SUPERVISORY CHAIN INTERVIEW**

a. When a permanent employee is summoned to an interview which may lead to a disciplinary action and which is conducted by someone outside the normal supervisory chain of command the following procedure shall apply:

- (i) Employees who are summoned as aforesaid shall be notified, whenever feasible, in writing at least two (2) work days in advance of the day on which the interview or hearing is to be held, and a statement of the reason for the summons

shall be attached, except where an emergency is present or where considerations of confidentiality are involved.

- (ii) Whenever such an employee is summoned for an interview or hearing for the record which may lead to disciplinary action, he or she shall be entitled to be accompanied by a Union representative or a lawyer, and he or she shall be informed of this right. If a statement is taken, he or she shall be entitled to a copy.
- (iii) Wherever possible, such hearings and interviews shall be held in physical surroundings which are conducive to privacy and confidentiality.

### **Article 23A LOCAL HEARINGS**

a. A written appeal process for Local Hearings shall be established. An appeal of a Local Hearing determination may be brought at a first step to the involved employee's Borough or Department Director within fifteen (15) calendar days from the issuance of said determination, unless the parties agree to extend the time. Such appeal may be waived at the first step, at the option of the Union, upon written notice to the Director of Human Resources within said time frame or considered abandoned. An appeal of an unsatisfactory determination at the first step may otherwise be directed to the Director of Human Resources within fifteen (15) calendar days from the issuance of a determination at the first step. An appeal of an unsatisfactory determination at the second step may be heard at a third step (General Manager level), but no higher, provided such appeal is brought only by the Union within fifteen (15) calendar days from issuance of a determination at the second step. Such written appeal process shall be the only such provision that shall apply. Accordingly, it shall supersede and be in lieu of any rights that may be provided for elsewhere.

b. The Authority shall take the appropriate steps to ensure that:

- (i) Local Hearing Officers are properly selected, designated and trained;
- (ii) Local Hearings are conducted in a professional and confidential manner.
- (iii) Local Hearings which involve an employee assigned to a Borough Management department are conducted at the Borough Management Office or other "centralized"

location within the Borough to which the affected employee is assigned, which shall be a development or site other than the one to which the affected employee is or was assigned. The selection of such "centralized" location shall be as determined by the Authority.

- c. A Labor-Management committee shall be established to ensure that the parties' agreement on the Local Hearing process is upheld.

### **Article 24 ADJUSTMENT OF GRIEVANCES**

Notwithstanding the policy set forth herein nor the procedure outlined below, an employee, including a seasonal employee, may informally discuss a grievance with his or her immediate supervisor.

#### a. Definition of Grievance

The term "grievance" shall mean:

- (i) A dispute concerning the application and interpretation of the terms of written collective bargaining agreements and written rules or regulations.
- (iv) A claimed violation, misinterpretation or misapplication of the rules and regulations of the Authority affecting the terms and conditions of employment.
- (v) A claimed assignment of employees to duties substantially different from those stated in their job classifications.
- (vi) Any dispute defined as a grievance by a collective bargaining agreement, or as expressly agreed to in writing by the Authority and a public employee organization.

The term "grievant" shall include any grievants in the case of a group grievance.

Two or more grievances involving similar facts and the same issue can be consolidated by agreement of the parties at Step 2, 3 or 4, thereby leading to a single hearing for the group and consolidated testimony.

b. The procedure for processing a grievance as defined in a. (i), (ii), (iii) and (iv) above; shall be as follows:

**Step 1** - An employee on a level below Division Chief may present a grievance orally or in writing to the Division Chief (in the case of projects to the Housing Manager; in the case of civilian employees assigned to the Police Department, to the Commanding Officer of the Bureau or Division to which the officer or employee is assigned) not later than 120 days after the grievance arose. Such Division Chief (Housing Manager or Commanding Officer concerned) may discuss the matter with higher level supervisors including the Department Head involved (Housing Police Chief in the case of civilian employees assigned to the Police Department). An employee on the level of Division Chief or higher may present a grievance orally or in writing to the supervisor next in line, not later than 120 days after the grievance arose.

**Step 2** - If the grievance is not resolved at Step 1 within two working days after its presentation, the grievant may appeal to the Director of Personnel or his/her designee by filing a written statement of the grievance within seven working days after the presentation of the grievance at Step 1. Two copies of the grievance shall be forwarded to the Division Chief (Housing Manager or Commanding Officer) who initially passed upon the grievance. The grievance shall be considered and passed upon by the Director of Personnel within five working days after such filing. The director of Personnel, the grievant and his or her representative shall work for a satisfactory resolution of the grievance through conference, negotiation and agreement. The determination of the Director of Personnel shall be in writing and copies thereof shall be transmitted to the employee or the employee's representative upon issuance.

**Step 3** - The grievant has the right to appeal the determination of the Director of Personnel to the General Manager or his/her designee (pursuant to written designation filed in the Office of the Secretary) by filing a written statement of such an appeal within five working days after the decision in Step 2 has been issued. The General Manager or his/her designee, the Director of Personnel, the grievant and the grievant's representatives shall work for a satisfactory resolution of the grievance through conference, negotiation and agreement. Such conference shall be held at an appropriate

time consistent with the requirements of the Authority. The determination of the General Manager or his/her designee shall be issued within five working days subsequent to such conference.

**Step 4** - An appeal from an unsatisfactory determination at Step III may be brought solely by the Union within fifteen (15) calendar days from receipt of such determination to the Office of Collective Bargaining for impartial arbitration by an arbitrator on the register of the Board of Collective Bargaining under procedures established by such Board. As a condition to such right the grievant and the certified organization shall be required to file with the Director of the Office of Collective Bargaining a written waiver of the right, if any, of the grievant and of said organization to submit the underlying dispute to any other administrative or judicial tribunal except for the purpose of enforcing the arbitrator's award.

c. Expenses Incident to Step 4 Procedures

The employee organization invoking the Step 4 procedure hereinabove provided for shall be required to pay 50% of the fees and expenses of the arbitrator and of related expenses incidental to the handling of such arbitration.

d. Limitation of Arbitrator's Decision

The arbitrator's decision, order or award (if any) shall be limited to the application and interpretation of the Agreement, and the arbitrator shall not add to, subtract from or modify the Agreement. The arbitrator's award shall be final and binding and enforceable in any appropriate tribunal in accordance with Article 75 of the Civil Practice Law and Rules. An arbitrator may provide for and direct such relief as the arbitrator deems necessary and proper, subject to the limitations set forth above and any applicable limitations of law.

e. Further Rights of Grievants

Employees who are grievants shall be granted leave, with pay, for the time necessary to testify at an arbitration proceeding and such leave shall also be granted to employees to testify at Taylor Law Hearings if they are ultimately found not to be in violation of the Taylor Law.

## Article 25 DISCIPLINARY PROCEDURES

- a. All present disciplinary procedures, which include the Local Hearing process and the General Trial Hearing process, shall remain in full force and effect, except as herein set forth.
- b. Effective as of January 1, 1992, a full-time provisional employee who has been in continuous Authority service for a period not less than two (2) years, shall be accorded the same disciplinary rights afforded permanent, competitive employees.
- c. Effective as of January 1, 1992, a full-time non- competitive employee who has been in continuous Authority service for a period of not less than eighteen (18) months, shall be accorded the same disciplinary rights afforded permanent, competitive employees.
- d. A permanent, competitive employee may appeal the General Trial Officer's report and recommendation, as adopted or modified by the Authority, to the New York City Civil Service Commission. It is the intent of the parties to extend this same right to eligible provisional employees and eligible non- competitive employees as provided for in Sections (b) and (c) above. As such, the Authority, prior to January 1, 1992, will seek agreement from the New York City Civil Service Commission to hear and decide such appeals for eligible provisionals and non-competitive employees.
- e. In lieu of the appeal rights afforded under Section (d) above, and in lieu of any appeal for relief to the State Supreme Court, the Union may on behalf of the disciplined employee appeal the General Trial Officer's report and recommendation as adopted or modified by the Authority, by invoking arbitration procedures. In such event, the Union and the Authority shall each be required to pay 50% of the fees and expenses of the Arbitrator and of related expenses incidental to the handling of such arbitration.
- f. If an appeal from a General Trial Officer's report and recommendation as adopted or modified by the Authority is filed, the disciplinary action shall not be delayed due to aforementioned appeal procedures.
- g. When either a competitive, provisional or non- competitive employee is suspended without pay for disciplinary reasons and is subsequently restored to full pay status as of the effective date of the suspension, the Authority shall make the appropriate Welfare Fund contributions and health insurance premium payments for the period of the suspension.

## **Article 25A EXPEDITED ARBITRAITON PROCEDURE**

- a. The coalition of Municipal Unions and the City of New York, through its Office of Labor Relations, agree that there is a need for an expedited arbitration process, which would allow for the prompt adjudication of grievances as set forth below.
- b. The parties voluntarily agree to submit matters to final and binding arbitration pursuant to the New York City Collective Bargaining Law and under the jurisdiction of the Office of Collective Bargaining. An arbitrator or panel of arbitrators, as agreed to by the parties, will act as the arbitrator of any issue submitted under the expedited procedure herein.
- c. The selection of those matters which will be submitted shall include, but not limited to, out-of-title cases concerning all titles, disciplinary cases wherein the proposed penalty is a monetary fine of one week or less or written reprimand, and other cases pursuant to mutual agreement by the parties. When the parties agree to submit a case to expedited arbitration, the following procedure shall apply:
- (i) Each union and the Office of Labor Relations will designate one individual who will coordinate with the other:
  - (ii) The identification of cases deemed appropriate to submit to expedited arbitration and agreement by both parties on those cases; and
  - (iii) Joint notification by letter to the designated arbitrator of those cases where both parties agree to submit them to expedited arbitration; and
  - (iv) In addition, each party shall send, to the other party by fax, a list of cases it deems appropriate for expedited arbitration. Upon confirmation of receipt of the notice, the recipient shall have ten business days to reply. After the tenth business day, a party shall submit the list of cases to the designated arbitrator for scheduling.
  - (v) The arbitrator will reserve at least two (2) days per month which will be designated for hearing expedited cases. The actual scheduling of cases shall be done by mutual agreement of the parties.
  - (vi) The hearings will be conducted in the following manner:

- (1) The presentation of the case, to the extent possible, shall be made in the narrative form. To the degree that witnesses are necessary, examination will be limited to questions of material fact and cross examination will be similarly limited. Submission of relevant documents, etc., will not be unreasonably limited and may be submitted as a "packet" exhibit.
- (2) In the event either party is unable to proceed with hearing a particular case, the case shall be rescheduled. However, only one adjournment shall be permitted. In the event that either party is unable to proceed on a second occasion, a default judgment may be entered against the adjourning party at the Arbitrator's discretion absent good cause shown.
- (3) The Arbitrator shall not be precluded from attempting to assist the parties in settling a particular case.
- (4) A decision will be issued by the Arbitrator within two weeks. It will not be necessary in the Award to recount any of the facts presented. However, a brief explanation of the Arbitrator's rationale may be included. Bench decisions may also be issued by the Arbitrator.
- (5) Decisions in this expedited procedure shall not be considered as precedent for any other case nor entered into evidence in any other forum or dispute except to enforce the Arbitrator's award.
- (6) The parties shall, whenever possible, exchange any documents intended to be offered in evidence at least one week in advance of the first hearing date and shall endeavor to stipulate to the issue in advance of the hearing date.

**Article 26 REOPENING OF AGREEMENT AND PROHIBITION AGAINST  
LEGISLATIVE ACTIVITY**

This Agreement shall constitute and be deemed a complete adjustment and settlement of the demands of the Union and there shall be no further collective bargaining with respect thereto during the period covered by this Agreement. During the period of this Agreement, the Union

shall not engage in any activity for the enactment of any law, the effect of which would increase the monetary cost to the Authority beyond the benefits granted hereunder.

**Article 27 MAINTENANCE OF MEMBERSHIP AND EXCLUSIVE DUES CHECK-OFF**

- a. The Union represents to the Authority that it has made or is making arrangements with its members so that an employee of the Authority in a title covered by this Agreement, who is now or hereafter becomes a member of the Union, shall remain a member in good standing during the life of this Agreement. The Authority agrees that it will recognize such arrangement between the Union and its employee.
- b. Upon receipt of written authorization by the employees, in accordance with the rules and regulations of the Authority, the Authority shall deduct dues in the amount agreed upon between the Union and the employees from the wages of the employees and forward the same to the Union, less the pro-rata cost of processing the dues deduction plan. The Union hereby agrees that it shall indemnify the Authority and hold the Authority harmless from any claims arising out of the check-off and payment to the Union of such dues.
- c. During the period of this Agreement the Authority shall not permit check-off to any other organization for employees in titles covered by this Agreement.
- d. Dues check-off shall be reactivated when an employee returns from a leave of absence, provided it is to the same or similar position, and if the same Union is involved

**Article 28 AGENCY SHOP**

- a. All employees within the collective bargaining unit who are not members of the Union (or one of its constituent locals) and all new employees shall decide within thirty days whether they wish to join the Union and pay the appropriate periodic dues required as a condition of membership.
- b. All new employees who do not join the Union within 30 days following their employment shall have deducted from their salary the amount equivalent to the dues applicable to their particular title levied by the appropriate constituent local of the Union, as an agency shop

fee and the Controller of the New York City Housing Authority shall transmit the sums so deducted to the Union.

c. The parties agree that to pay the costs incurred with respect to making the agency shop fee deductions and transmitting such fees to the Union, the Employer shall retain a check-off fee at the same rates as are provided for the check-off of Union dues.

d. The Union affirms that the American Federation of State, County and Municipal Employees has established in its Constitution, and has maintained and is maintaining, a procedure which provides for the refund to any employee demanding the return of any part of an agency shop fee which represents the employee's pro-rata share of expenditures by the Union in aid of activities or causes of a political or ideological nature only incidentally related to terms and conditions or employment.

#### **Article 29 STRIKES**

In return for the Authority's commitment to adhere to the terms of this Agreement and in accordance with Local Law 53-1967, as amended, neither the Union nor any employee covered by this Agreement, shall, during the term of this Agreement, induce or engage in any strikes, slowdowns, work stoppages or mass absenteeism or induce any mass resignations. This Article shall not be construed to limit the rights of the Authority or the duties of the employees or the Union under State Law.

#### **Article 30 JOB VACANCIES**

It shall be the Authority's policy that, insofar as is practicable, any position vacant for more than twenty (20) days shall be filled by Civil Service procedures, including provisional appointment, where such vacancy was not created by a leave of absence, vacation or a job freeze.

#### **Article 31 NON-COMPETITIVE LAY-OFF PROCEDURES**

a. If budgetary restrictions, consolidations or abolition of functions or other curtailment of activities result in the abolition of non-competitive positions, the suspension among the

incumbents in the same class of positions shall be made in inverse order of their original appointment to the agency in the subject class of positions, subject to the rules and regulations of the city of New York, Department of Personnel concerning veterans rights.

b. The date of original appointment shall be the first date of appointment followed by continuous service up to the time of the abolition or reduction of positions.

c. An employee who had been terminated from the subject class of positions and who was reappointed in the affected class of positions within one year thereafter shall for the purposes of this Section be deemed to have continuous service.

d. A period of an authorized leave of absence without pay or any period during which an employee is suspended from the employee's position pursuant to this Section shall not constitute an interruption of continuous service for the purposes of this Section.

e. Layoff shall be made from among employees in the same class of positions in the agency except that the Authority may determine the layoff unit (department, bureau, division or other subdivision). In such case layoff shall be made from among incumbents in the same class of positions in each such unit.

f. Employees in affected titles in the layoff unit shall be laid off in the following order:

(i) All employees in probationary status in the same title. Among them, layoff shall be in inverse order to date of original appointment.

(ii) All employees who have satisfactorily completed their probationary periods in the same title. Among them, layoff shall be in the inverse order to date of original appointment.

g. In the event of layoff the Authority shall place the names of such employees on a preferred list together with others who have been suspended from this same class of positions. The Authority shall certify such list for filling vacancies in the same class of positions in the layoff unit from which the suspensions were made.

h. Persons on the list shall be called for reinstatement in the order of their original date of appointment and upon the occurrence of a vacancy in an appropriate position in the layoff unit shall be certified in seniority order.

- i. The eligibility for reinstatement of a person on such a preferred list shall not continue for a period longer than four years from the date of separation.
- j. No person suspended or demoted prior to completing his/her probationary term shall be certified for reinstatement until the exhaustion of all other eligible on the preferred list and shall be required to complete his/her probationary term upon reinstatement.
- k. Failure or refusal to accept reinstatement from preferred lists to vacancies in the same class of positions shall be deemed relinquishment of eligibility and the employee's name shall be removed from the list.
- l. A person reinstated from a preferred list to his/her former class of positions shall receive at least the same salary he/she was receiving at the time of suspension.
- m. Notwithstanding any other provisions of this Section, the Authority may disqualify for reinstatement and remove from a preferred list the name of any eligible who is physically or mentally disabled from the performance of the duties of the position of which such list is established, or who has been guilty of such misconduct as would result in dismissal.
- n. Full and part-time non-competitive employees in programs involving limitations such as special funding or duration are to be excluded from the foregoing lay-off procedure provisions. Employees hired into such a program shall be so informed in writing at the time of hire, with a copy of the notification sent to the Union. The above exclusion shall not cover presently employed Community Assistants and Community Associates.

### **Article 32 FINANCIAL EMERGENCY ACT**

The provisions of this Agreement are modified by and subject to any applicable provisions of the New York State Financial Emergency Act for the City of New York, as amended.

### **Article 33 ANNUITY FUND**

#### **Annuity and Additional Compensation Funds**

- a. Annuity Fund

(i) Effective the first day of the 51st month of this *1995 MCMEA*, the parties agree to establish an annuity fund for all employees covered by this *1995 MCMEA*. To be eligible to receive this annuity, an employee must be in active pay status at any time during the period of the first day of the 15th month, through the last day of the 26th month of this *1995 MCMEA*. To receive payment, said employee must also be in active pay status on the first day of the 51st month of this *1995 MCMEA*.

(ii) The employer shall pay into the fund on behalf of full-time per annum and full time per diem employees a daily amount of \$2 for each paid working day up to a maximum of \$522 per annum.

For those employees who are-appointed on a seasonal basis, the employer shall pay into the fund a daily amount of \$2 for each paid working day up to a maximum of \$522 per annum.

(iii) For the purpose of Section 6(a),-the eligibility for payments set forth in Section6(a)(ii) shall be based on "working days between first day of the 15th month through the last day of the 26th month of this *1995 MCMEA*.

(iv) For the purpose of Section 6(a)"excluded from paid working days are all scheduled days off, all days in non-pay status, and all paid overtime.

(v) Contributions hereunder shall be remitted by the employer no later than 120 days after the first day of the 51st month of this *1995 MCMEA* to a mutually agreed upon annuity fund pursuant to the terms of a supplemental agreement to be reached by the parties subject to approval by the Corporation Counsel.

### **Article 34 WORK EXPERIENCE PROGRAM**

The parties recognize appropriate processes and procedures for dealing with Work Experience Program participants (WEPs). It is not the Authority's intention to use WEPs to displace active Authority employees.

**Article 35 PRIVATIZATION/CONTRACTING-OUT/CONTRACTING-IN**

- a. The parties have recognized appropriate processes and procedures involving privatization, contracting-out and contracting-in. During the period of this *1995 MCMEA* when the job security provisions are in effect, no employee will be involuntarily displaced by the above. Once the Job Security provision has expired, it is not the NYCHA's intention to utilize privatization as a means to involuntarily displace employees. In the event such circumstances do arise the Unions and the NYCHA reserve their rights.
- b. It is the Employer's policy to have advance discussions with the Union to review its plans for letting a particular contract-which may adversely affect employees covered by this *1995 MCMEA*. The Union shall be advised as early as possible, but in no case later than 90 days in advance of the contract being let, of the nature, scope, and approximate dates of the contract and the reasons therefor.
- c. The Employer will provide the Union las soon as practicable with information, in sufficient detail, so that the Union may prepare a proposal designed to demonstrate the cost effectiveness of keeping the work "in-house. Such information, consistent with the applicable provisions of Section 312(a) of the New York City Charter, shall include but not be limited to, applicable solicitations to vendors, winning bids, descriptions of services to be provided by vendors, cost comparison analyses, and the agency's estimated direct operating and administrative costs of contracting out the work.
- e. Not less than 45 days prior to submission to the Comptroller of a recommendation for the award of the contract, the union shall have an opportunity to make a formal proposal to the employer demonstrating that it is cost effective or that it is in the best interest of the employer to continue to perform such work in house. The Employer agrees to consider such proposal before making a final determination. Such final determination shall be made in writing and submitted to the Union as soon as practicable.
- f. The parties agree to set up a labor-management study committee to discuss and review processes for the contracting-in of public services. The study committee will consider:
- (i) the conditions under which "contracting in" should be considered and the method by which it should be determined that NYCHA services should be

contracted in

- (ii) the establishment of pilot projects in mutually agreed upon targeted areas to determine the feasibility of providing such services in-house; and
- (iii) if the parties mutually agree to the study committee's recommendations, the NYCHA will examine the feasibility of contracting-in services during the period covered by this contract.

### **Article 36 WORKER EMPOWERMENT**

- a. The parties recognize that during the term of the *1995 MCMEA*, the NYCHA will continue to move forward toward a better organized; better trained, and, with the cooperation of the Coalition of Municipal Unions, an increasingly more productive and better paid work force.
- b. Toward these overall objectives, the parties agree to work in a cooperative fashion to facilitate increased productivity and provide for increased efficiency in the delivery of NYCHA services. This will include productivity through changes in the level, methods, personnel, organization and technology of NYCHA services. A joint effort in this regard requires a commitment by both parties to develop and assist in the implementation of work place redesign, worker empowerment, and quality improvement. To accomplish such fundamental work process redesign, the NYCHA has attempted and will continue to attempt to avoid involuntary loss of jobs by NYCHA employees and will make every effort to continue their employment.
- c. The work place participation process and work place redesign initiatives shall be consistent-with the Citywide Contract and the terms of ongoing collective bargaining agreements.
- d. The parties further recognize the necessity of redesigning the work process so that it becomes more productive. They agree that costs must be reduced, performance improved -and the skill content of jobs enhanced. This will require substantial changes in how work is organized, the creation of opportunities for employees to solve operating problems and the upgrading of the skills of the work force.
- e. In order to manage change, the parties commit to ongoing consultation, problem solving, and discussion between management and the Union and among employees at all levels. As part

of these consultations, management is committed to providing the Union and employees with the opportunity to participate in decisions related to these changes.

f. In accordance with the worker empowerment provisions of this *1995 MCMEA*, an oversight committee shall be created, and shall include representatives of the Coalition of Municipal Unions and the NYCHA. Through this committee structure, the two sides shall review work reform proposals on a case-by-case basis.

**Article 37 SAVING CLAUSE**

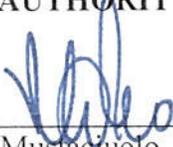
In the event that any provisions of this Agreement are found to be invalid, each invalidity shall not impair the validity and enforceability of the remaining provisions of the Agreement.

**SIGNATORIES**

IN WITNESS WHEREOF, this Agreement has been executed by the Authority and the Union on the 20 of December 2018.

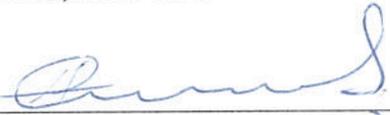
**NEW YORK CITY  
HOUSING AUTHORITY**

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

  
Vito Mustaciuolo  
General Manager

**DISTRICT COUNCIL 37,  
AFSCME, AFL-CIO**

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

  
Henry Garrido  
Executive Director,  
District Council 37

## Appendix A

### **EMPLOYEES IN POSITIONS COVERED UNDER THE AGREEMENT BETWEEN NEW YORK CITY HOUSING AUTHORITY AND DISTRICT COUNCIL 37, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO**

Accountant

Appraiser (Real Estate)

Assistant Accountant

Assistant Economist

Assistant Printing Press Operator

Assistant Statistician

Assistant Supervisor of Recreation

Assistant Worker's Compensation Benefit Examiner

Associate Accountant

Associate Investigator Level 1

Associate Investigator Level 2

Associate Management Auditor

Associate Real Property Manager 2

Associate Word Processor

Associate Worker's Compensation Benefit Examiner

Bookkeeper Level 1

Bookkeeper Level 2

Bookkeeper Level 3

Business Promotion Coordinator Level 1

Business Promotion Coordinator Level 2

Business Promotion Coordinator Level 3

Cashier

Certified IT Administrator 1 (Lan/Wan)

Certified IT Administrator 2 (Lan/Wan)

Certified IT Administrator 3 (Lan/Wan)

Certified IT Administrator 4 (Lan/Wan)

City Attendant

City Seasonal Aide  
Claims Specialist  
Clerical Aide  
Clerical Associate  
Community Assistant  
Community Assistant (SYP)  
Community Associate  
Community Coordinator  
Community Service Aide  
Community Service Aide (TP)  
Computer Aide 1  
Computer Aide 2  
Computer Associate (Technical Support 1)  
Computer Associate (Technical Support 2)  
Computer Associate 1 (Operations)  
Computer Associate 1 (Software)  
Computer Associate 2 (Operations)  
Computer Associate 2 (Software)  
Computer Associate 3 (Operations)  
Computer Associate 3 (Software)  
Computer Programmer Analyst (Trainee)  
Computer Programmer Analyst 1  
Computer Programmer Analyst 2  
Computer Specialist 1 (Software)  
Computer Specialist 2 (Software)  
Computer Specialist 3 (Software)  
Computer Specialist 4 (Software)  
Counselor (Addiction Treatment)  
Customer Information Representative  
Economist  
Housing Police Administrative Aide  
Human Rights Specialist  
Interpreter Chinese

Interpreter Spanish  
Investigator  
Legal Secretary Assistant Level 1  
Management Auditor Level 1  
Management Auditor Level 2  
Manager Auditor Trainee  
Motor Vehicle Operator  
Motor Vehicle Supervisor  
Office Aide 1  
Office Aide 2  
Office Aide 3  
Office Associate  
Office Machine Aide 01  
Office Machine Aide 02  
Printing Press Operator  
Paralegal Aide 1  
Principal Human Rights Specialist  
Principal Statistician  
Public Records Officer  
Real Estate Manager  
Recreation Director  
Research Assistant  
Secretary  
Senior Accountant  
Senior Accountant Grade 3  
Senior Appraiser (Real Estate)  
Senior Counselor (Addiction Treatment)  
Senior Investigator  
Senior Motor Vehicle Supervisor  
Senior Police Administrative Aide  
Senior Rehabilitation Counselor  
Senior Statistician  
Social Worker

Statistician  
Stenographer  
Stenographer Secretary 1  
Stenographer Secretary 2  
Stenographer Secretary 3  
Stenographic Secretarial Associate LI  
Stenographic Secretarial Associate L2  
Supervisor Computer Service Technician  
Supervising Appraiser (Real Estate)  
Supervisor 1 (Social Work)  
Supervisor 2 (Social Work)  
Technical Support Aide 1A  
Technical Support Aide IB  
Technical Support Aide 2  
Technical Support Aide 3  
Telecommunications Specialist  
Telecommunications Associate 1 (Voice)  
Telecommunications Associate 2 (Voice)  
Telecommunications Associate 1 (Data)  
Telecommunications Associate 2 (Data)  
Word Processor Level 1  
Word Processor Level 2  
Word Processor Level 3  
Worker's Compensation Benefit Examiner Level 1a  
Worker's Compensation Benefit Examiner Level 1b  
Worker's Compensation Benefit Examiner Level 2  
Worker's Compensation Benefit Examiner Level 3

**Appendix B**  
**LEAVE ACCRUALS**

**Table 1\*\***

**\*\*For all titles except City Seasonal Aide, City Service Aide, Printing Press Operator, High Pressure Plant Tenders, and Part Time Employees.**

<b>Length of Service</b>	<b>Total Accrual for Year</b>	<b>Rate of Accrual</b>	<b>When Usable</b>
Less than 1 full year of service	25 Days	<ul style="list-style-type: none"> <li>• 1 day per month 1<sup>st</sup> 6 months;</li> <li>• 2 days per month 7<sup>th</sup> through 12<sup>th</sup> month;</li> <li>• 7 days on anniversary date</li> </ul>	Not until after first full month; thereafter as accrued
1 full year but less than 4 full years of service	25 days	<ul style="list-style-type: none"> <li>• 2 days per month;</li> <li>• 1 day on 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup> year anniversary dates</li> </ul>	As accrued
4 full years but less than 8 full years of service	30 days	<ul style="list-style-type: none"> <li>• 2½ days per month</li> </ul>	As accrued
8+ full years of service	36 days	<ul style="list-style-type: none"> <li>• 3 days per month</li> </ul>	As accrued

**Appointed on or after 7/1/2004**

<b>Length of Service</b>	<b>Total Accrual for Year</b>	<b>Rate of Accrual</b>	<b>When Usable</b>
Less than 1 full year of service	23 Days	<ul style="list-style-type: none"> <li>• 1 day per month 1<sup>st</sup> 6 month;</li> <li>• 1 7/8 days 7<sup>th</sup> to 12<sup>th</sup> month</li> <li>• 5 ¾ days on anniversary date</li> </ul>	Not until after first full month; thereafter as accrued
1 full year but less than 2 years of service	23 days	<ul style="list-style-type: none"> <li>• 1 7/8 days per month</li> <li>• ½ day on anniversary</li> </ul>	As accrued
2 full years but less than 4 years of service	24 Days	<ul style="list-style-type: none"> <li>• 2 days per month;</li> </ul>	As accrued
4 full years but less than 6 years of service	25 days	<ul style="list-style-type: none"> <li>• 2 days per month</li> <li>• 1 day on anniversary</li> </ul>	As accrued
6 full years but less than 8 years of service	27 days	<ul style="list-style-type: none"> <li>• 2¼ days per month</li> </ul>	As accrued
8 full year but less than 9 years of service	31 days	<ul style="list-style-type: none"> <li>• 2½ days per month</li> <li>• 1 day on anniversary</li> </ul>	As accrued
9 full years but less than 10 years of service	32 days	<ul style="list-style-type: none"> <li>• 2 5/8 days per month</li> <li>• ½ day on anniversary</li> </ul>	As accrued
10 full years but less than 11 years of service	33 days	<ul style="list-style-type: none"> <li>• 2¾ days per month</li> </ul>	As accrued
11 full years but less than 15 years of service	33½ days	<ul style="list-style-type: none"> <li>• 2¾ days per month</li> <li>• ½ day on anniversary</li> </ul>	As accrued
15 full years but less than 17 years of service	35 days	<ul style="list-style-type: none"> <li>• 2 7/8 days per month</li> <li>• ½ day on anniversary</li> </ul>	As accrued
17+ full years	36 days	<ul style="list-style-type: none"> <li>• 3 days per month</li> </ul>	As accrued

**Table 2  
City Seasonal Aides  
City Service Aide**

<b>Length of Service</b>	<b>Total Accrual for Year</b>	<b>Rate of Accrual</b>	<b>When Usable</b>
All lengths of service	12 day maximum for first year of service	<ul style="list-style-type: none"> <li>• 1 day per month for first 12 months;</li> <li>• 2 days per month after 12 continuous months served as City Seasonal Aide</li> </ul>	Not until after first full month; thereafter as accrued

**Table 3  
Printing Press Operator (Hired on after 7/1/85)**

**PERSONAL LEAVE ACCRUAL**

<b>Length of Service</b>	<b>Total Accrual for Year</b>	<b>Rate of Accrual</b>	<b>When Usable</b>
Less than 4 full years of service	15 Days	• 1¼ days per month	As accrued
4 full years but less than 7 full years of service	20 days	<ul style="list-style-type: none"> <li>• 1½ days per month;</li> <li>• 2 days on leave year end dates</li> </ul>	As accrued
7 full years but less than 14 full years of service	25 days	<ul style="list-style-type: none"> <li>• 2 days per month;</li> <li>• 1 day on leave year end dates</li> </ul>	As accrued
14 full years of service or more	27 days	• 2¼ days per month	As accrued

**SICK LEAVE ACCRUAL**

<b>Length of Service</b>	<b>Total Accrual for Year</b>	<b>Rate of Accrual</b>	<b>When Usable</b>
All lengths of service	12 Days	• 1 day per month	As accrued

**Table 4  
Part- Time Employees**

**Serving in 35 Hour Titles**

<b>Weekly Scheduled Hours</b>	<b>Total Yearly Accrual</b>	<b>Monthly Accrual With <u>Less Than</u> 1 Year of Service</b>	<b>Monthly Accrual With <u>More Than</u> 1 Year of Service</b>
17½ Hours*	87½ Hours	<ul style="list-style-type: none"> <li>• 7 hours per month;</li> <li>• add 3½ hours at end of year</li> </ul>	<ul style="list-style-type: none"> <li>• 7 hours per month;</li> <li>• add 3½ hours at end of year</li> </ul>
20 Hours	100 Hours	<ul style="list-style-type: none"> <li>• 7 hours per month for 1<sup>st</sup> 6 months;</li> <li>• thereafter 9½ hours per month;</li> <li>• add 1 hour at end of the year</li> </ul>	<ul style="list-style-type: none"> <li>• 8 hours per month;</li> <li>• add 4 hours at end of year</li> </ul>
25 Hours	125 Hours	<ul style="list-style-type: none"> <li>• 7 hours per month for 1<sup>st</sup> 6 months;</li> <li>• thereafter 13½ hours per month;</li> <li>• add 2 hours at end of the year</li> </ul>	<ul style="list-style-type: none"> <li>• 10 hours per month;</li> <li>• add 5 hours at end of year</li> </ul>
30 Hours	150 Hours	<ul style="list-style-type: none"> <li>• 7 hours per month for 1<sup>st</sup> 6 months;</li> <li>• thereafter 18 hours per month</li> </ul>	<ul style="list-style-type: none"> <li>• 12 hours per month;</li> <li>• add 6 hours at end of year</li> </ul>

\* Employees working less than 17½ hours weekly in 35 hours per week titles shall accrue no annual leave.

**Serving in 40 Hour Titles**

<b>Weekly Scheduled Hours</b>	<b>Total Yearly Accrual</b>	<b>Monthly Accrual With <u>Less Than</u> 1 Year of Service</b>	<b>Monthly Accrual With <u>More Than</u> 1 Year of Service</b>
20 Hours*	100 Hours	<ul style="list-style-type: none"> <li>• 8 hours per month for 1<sup>st</sup> 6 months;</li> <li>• thereafter 8½ hours per month;</li> <li>• add 1 hour at end of the year</li> </ul>	<ul style="list-style-type: none"> <li>• 8 hours per month</li> <li>• add 4 hours at end of year</li> </ul>
25 Hours	125 Hours	<ul style="list-style-type: none"> <li>• 8 hours per month for 1<sup>st</sup> 6 months;</li> <li>• thereafter 12½ hours per month;</li> <li>• add 2 hours at end of the year</li> </ul>	<ul style="list-style-type: none"> <li>• 10 hours per month:</li> <li>• add 5 hours at end of year</li> </ul>
30 Hours	150 Hours	<ul style="list-style-type: none"> <li>• 8 hours per month for 1<sup>st</sup> 6 months;</li> <li>• thereafter 17 hours per month</li> </ul>	<ul style="list-style-type: none"> <li>• 12 hours per month;</li> <li>• add 6 hours at end of year</li> </ul>
35 Hours	175 Hours	<ul style="list-style-type: none"> <li>• 8 hours per month for 1<sup>st</sup> 6 months;</li> <li>• thereafter 21 hours per month;</li> <li>• add 1 hour at end of the year</li> </ul>	<ul style="list-style-type: none"> <li>• 14 hours per month;</li> <li>• add 7 hours at end of year</li> </ul>

\* Employees working less than 20 hours weekly in 40 hours per week titles shall accrue no annual leave.

**Table 5 - Appointed prior to 7/1/1985**  
 (Based on 6/2/09 Consent Determination)  
**High Pressure Plant Tenders**

<b>Length of Service</b>	<b>Total Accrual for Year</b>	<b>Rate of Accrual</b>	<b>When Usable</b>
Less than 2 full years of service	10 Days	• 1 days per month;	Not until after two full months; thereafter as accrued
2 full years but less than 4 full years of service.	13 Days	• 1 day per month • 1 day end of leave 2 <sup>nd</sup> & 3 <sup>rd</sup> year	As accrued
4 full years but less than 5 full years of service.	15 days	• 1½ days per month;	As accrued
5 full year but less than 8 full years of service	20 Days	• 1 2/3 day per month;	As accrued
8 full year but less than 15 full years of service	25 Days	• 2 days per month; • 1 day on 12/31 annually	As accrued
15 full years of service or more	27 Days	• 2 ¼ days per month; • 3 days on 12/31 annually	As accrued 2/3