

Memorandum of Agreement

between the

New York City Housing Authority



and the



District Council 37, A.F.S.C.M.E.

This MEMORANDUM OF AGREEMENT, dated March 30, 2001, between the New York City Housing Authority (the "Authority"), and District Council 37, American Federation of State, County and Municipal Employees, AFL-CIO (the "Union"); jointly ("the parties"):

WHEREAS, the parties have reached understandings with respect to the extension of the collective bargaining agreement between the parties covering the period from June 1, 1987 through June 30, 1992 and with respect to a new collective bargaining agreement that are reflected in this Memorandum of Agreement ("MOA"); and

WHEREAS, the parties intend by this MOA to cover all new and/or revised matters between the parties on non-economic issues; and

WHEREAS, the parties intend that this MOA will be followed by the execution of a collective bargaining agreement that will supersede the provisions of the expired collective bargaining agreement;

NOW, THEREFORE, the parties mutually agree as follows:

1. TERM OF THE AGREEMENT

The term of the collective bargaining agreement covering the period June 1, 1987 through June 30, 1992, shall be extended through December 31, 1996 ("expired Agreement") and the term of the new collective bargaining agreement shall be for five (5) years, commencing January 1, 1997 and terminating on December 31, 2001 ("new Agreement").

2. TERMS OF THE 1995 MCMEA

The new Agreement shall incorporate the following provisions contained in the 1995 Municipal Coalition Memorandum of Economic Agreement ("1995 MCMEA"), where applicable:

- a) Section 6: Annuity Fund
- b) Section 9 "a": Floating Holiday
- Section 9 "b": Use of accrued leave for care of ill family member
- c) Section 11: Privatization/Contracting-Out/Contracting-In
- d) Section 12: Worker Empowerment
- e) Section 14: Expedited Arbitration
- f) Section 15: Work Experience Program

The language of the above-referenced provisions, and the language of the articles of the expired Agreement which relate to said provisions, shall be modified where appropriate to recognize that the Authority is a public benefit corporation that has been established under the state public housing law and that is not a so-called Mayoral agency.

3. MEAL & MILEAGE ALLOWANCES

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.

4. EMPLOYEE TRANSFERS

- a) 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.
- b) 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.
- c) 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.
- d) The Director of Human Resources shall expeditiously review all administrative transfers of employees serving in titles represented by Local 371, SSEU.

5. DISCIPLINARY MATTERS

- 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.

6. GRIEVANCE DEFINITION

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.

7. LATENESS

a) 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:

Double
35

Triple
53

Quintuple
70

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

8. BEREAVEMENT LEAVE

Effective on the date of execution of this Memorandum of Agreement, 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.

9. RECOUPMENT OF OVERPAYMENTS

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.

10. METROCARDS

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.



11. ANNUAL LEAVE ACCRUAL RATES: PART-TIME EMPLOYEES

The existing accrual rates for part-time employees shall be placed into the Authority's Personnel Rules and Regulations.

12. LABOR-MANAGEMENT COMMITTEES

Various labor/management committees to address matters of mutual interest shall be established, including committees to discuss the following issues:

- 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.

13. CITY SEASONAL AIDES

Terminations of City Seasonal Aides shall be reviewed by the Director of Human Resources.

14. SAFETY GEAR

- a) Safety shoe reimbursement shall be made, consistent with Authority Standard Procedure 060:67:4, as amended, limited to those employees who both: 1) serve in Local 375-represented titles in the Contract Administration Department or the Construction Department; and, 2) are assigned to a "field" location.
- b) Safety vests shall be made available at developments for use by employees serving in Local 375-represented titles and all other employees who may need the use of them.

15. RE-WRITE OF THE AGREEMENT

The parties agree to the principle that the expired Agreement shall be re-written in its entirety for clarity and better format, modifying and/or eliminating awkward and antiquated



language and adding new text where appropriate. However, such changes shall not substantially alter or modify the intent and effect of the expired Agreement except to the extent that such changes reflect the terms of this Memorandum of Agreement. Upon completion of such modifications, incorporation of the terms of this MOA and execution by the parties, the expired Agreement shall become the new Agreement.

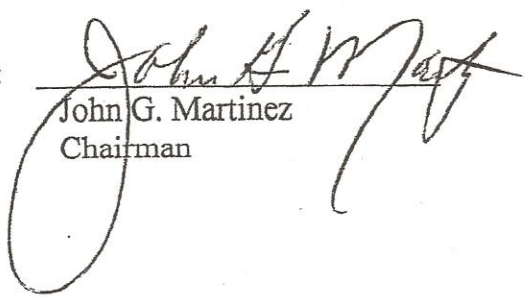
16. TERM

The term of this MOA shall be from the date of its execution until the date of execution of the new Agreement or until December 31, 2001, whichever occurs first, unless otherwise mutually agreed to by the parties in writing. During the term of this MOA, the parties shall be governed by the provisions of the expired Agreement as modified by this MOA.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures executing this Memorandum of Agreement on the date first above written.

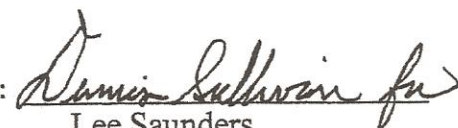
**NEW YORK CITY
HOUSING AUTHORITY**

By:


John G. Martinez
Chairman

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

By:

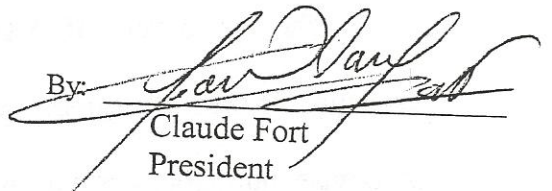

Lee Saunders
Administrator



The terms of this MEMORANDUM OF AGREEMENT, dated as above, between the New York City Housing Authority, as the "Authority" and employer, and District Council 37, A.F.S.C.M.E., AFL-CIO, as the "Union" and principal representative, are hereby accepted and agreed to in kind by the following on behalf of those employees serving in titles represented locally thereby:

LOCAL 375,
CIVIL SERVICE
TECHNICAL GUILD,

By:


Claude Fort
President

