

NEW YORK CITY HOUSING AUTHORITY

250 BROADWAY • NEW YORK, N.Y. 10007

EMANUEL P. POPOLIZIO
Chairman
JACQUELINE McMICKENS
Member
JOHN CINQUE-SACARELLO
Member

JOSEPH SHULDINER
General Manager
NORMAN PARNASS
Secretary

August 10, 1989

Mr. Arthur Cheliotas
President
Communication Workers of America, Local 1180
AFL-CIO
6 Harrison Street, 3rd Floor
New York, N.Y. 10013-2898

Re: Memorandum of Understanding, Covering the Period From
7/1/84 - 6/30/87.

Dear Mr. Cheliotas:

Attached are signed and executed copies of the Memorandum of Understanding between the Authority and Communication Workers of America, Local 1180, AFL-CIO, dated July 18, 1989, covering the period from July 1, 1984 through June 30, 1987.

Sincerely,

John Reilly for
James F. Drinane
Director of Personnel

JFD:JR:rnr

Atts.

cc: Donna Dolan
Lynn Payne

bcc: Shea
Edwards
Drinane
Reilly
Schuh
Morrone
Pearlman
Spruck

Altman
Thomas

File: Union Corr., C.W.A., Local 1180 ✓

MEMORANDUM OF UNDERSTANDING dated the *13th* day of *July*, 198~~9~~, between the NEW YORK CITY HOUSING AUTHORITY (hereinafter called the "Authority") and COMMUNICATION WORKERS OF AMERICA, LOCAL 1180, 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 the provisions of such law 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, both the Authority and the Union recognize the long term harmonious relationship which has existed and continues to exist has resulted in a number of non-economic benefits not specifically enumerated herein, but which both parties agree shall continue to exist for the period of this agreement; 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 Board of Certification of the Office of Collective Bargaining; 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 they 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 the Authority in the positions set forth above (hereinafter collectively referred to as "employees", except as otherwise provided herein or here 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:

(1) Approval

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

(2) Term

The term of the Agreement shall be three (3) years, commencing July 1, 1984 and terminating June 30, 1987.

(3) Work Week and Work Hours

Wherever practicable, the normal work week shall consist of five (5) consecutive working days, followed by two (2) consecutive days off.

(b) The normal work week shall be thirty-five (35)

hours, unless otherwise stipulated as a result of City negotiations.

(4) Posting of Job Vacancies and Transfers

(a) The parties agree to continue the existing posting and transfer procedure to fill authorized job vacancies. However, when a second vacancy in the same title occurs in a division or a project within ninety (90) days subsequent to the occurrence of 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 opening at the location within the ninety (90) day period.

(b) 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 shall be be entitled to make a request for transfer.

(5) Reassignments to Higher Levels

When reassigning employees from a lower level within the same title, the Authority will consider job performance,

experience, special skills, training and, if required, seniority in title, which would then govern.

(6) Adjustment of Grievances

Notwithstanding the policy set forth herein nor the procedures outlined below, an employee may informally discuss a grievance with his/her immediate supervisor.

(a) Definitions

(i) The term "grievance" shall include any of the following:

(A) A dispute concerning the application and interpretation of the terms of written collective bargaining agreements and written rules and regulations.

(B) A claimed violation, misinterpretation or misapplication of the rules and regulations of the Authority affecting the terms and conditions of employment.

~~(C) A claimed assignment of employees to duties substantially different from those stated in their job classifications.~~

(D) Any dispute defined as a grievance by a collective bargaining agreement, or as expressly agreed to in

writing by the Authority and the Union.

(ii) The term "grievant" shall apply to any individual presenting a grievance. In the case of a group grievance, it will apply to the group.

(b) Grievance Procedure

(i) Step 1 - An employee on a level below Division Chief may present a grievance orally or in writing to the Division Chief (or, in the case of projects, to the Housing Manager) not later than 120 days after the grievance arose. Such Division Chief or Housing Manager may discuss the matter with higher level supervisors including the Department Head involved.

(ii) 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 or Housing Manager who initially passed upon the grievance. The grievance shall be considered and passed upon by the Director of Personnel within five (5) working days after such filing. The Director of Personnel, the grievant and his/her representative shall work for a satisfactory adjustment

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.

(iii) 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.

(iv) Step 4 - The Union shall have the right to bring grievances unresolved at Step 3 to 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 Union 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 the Union 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 Procedure

In the event the Union invokes the Step 4 procedure hereinabove provided for, it shall be required to pay 50% of the fees and expenses of the arbitrator and or 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. 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.

7. Labor Management Committee

A Labor Management Committee, 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 matters of mutual interest. Said committee shall not have the authority to modify or amend the Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the Authority and the Union as of the date first written above.

NEW YORK CITY HOUSING AUTHORITY

By: Emmanuel P. Papalini
Chairman

ATTEST:

By: Alvin R. [Signature]
ASST. Secretary

COMMUNICATION WORKERS OF AMERICA
LOCAL 1180, AFL-CIO

By: Donna Nelson
Civil Service Director

For Local 1180

By: Arthur Chelover
President

JRH:nis

Schedule "A"

Titles Covered Under the Agreement

Principal Administrative Associate
Computer Associate (Technical Support)
Office Machine Associate

