AGREEMENT

between

NEW YORK CITY HOUSING AUTHORITY

and the

ORGANIZATION OF STAFF ANALYSTS

EFFECTIVE

JULY 1, 1988

to

DECEMBER 31, 1991

AGREEMENT dated the October 27, 1993 day of April 1993, between the NEW YORK CITY HOUSING AUTHORITY (hereinafter called the "Authority") and the ORGANIZATION OF STAFF ANALYSTS (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 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 that a 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 Attachment "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 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 regulations:

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 and one-half (3 1/2) years, commencing July 1, 1988 and terminating December 31, 1991.

3. WORK WEEK AND WORK HOURS

(a) 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.

4. TIME AND LEAVE

(a) The parties agree to continue participation in the Authority's "Quality of Work Life" Alternative Work Schedules sub-committee. This committee is currently participating in the implementation of a targeted flex-time program with respect to Central Office locations.

(b) Effective no earlier than 30 days after the date of execution of this Agreement, the lateness penalties specified in the Personnel Rules and Regulations of the Authority shall apply to employees who exceed 30 latenesses in an annual leave year.

5. POSTING OF JOB VACANCIES, TRANSFERS & PROMOTIONS

(a) The Authority will institute a posting transfer procedure for vacancies in the titles covered by this Agreement. The procedure shall be that currently utilized by the Authority with respect to vacancies in other titles, except as herein modified.

(b) Eligibility for transfer under the posting procedure shall be (18) eighteen months in title, for employees assigned to a division in Central Office, and (15) fifteen months in title, for employees assigned to a field location.

(c) The parties agree that if the Authority decides to upgrade the level of a position from one level to a higher level within the same title, or from one title to a higher title, then such position, if occupied at the time of such upgrading, shall not be considered a vacancy subject to the posting requirement.

(d) When an employee in a title covered by this Agreement is considered for a promotion to a posted vacated position at a higher level or in a higher title covered by this Agreement, the Authority agrees to consider job performance, experience, special skills and training. After considering the aforementioned factors, if candidates are still considered to be equal, then seniority in title will be the governing factor in employee selection.

(e) All Supervisors are required to immediately forward transfer requests of eligible employees to the Personnel Department.

(f) The Authority agrees to conform with the policies and procedures of the New York City Department of Personnel governing transfer of employees to and from the Authority, in a manner currently in effect with respect to such transfers for other Authority employees.

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) 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 and regulations.

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

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

(iv) 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.

(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 not later than 90 days after the grievance arose. Such Division Chief may discuss the matter with higher level supervisors including the Department Head involved.

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 90 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 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.

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 form 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 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 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.

7. DISCIPLINARY PROCEDURES

(a) All Authority disciplinary procedures, which include the Local Hearing process and the General Trial Hearing process, shall be in full force and effect, except as herein set forth.

(b) 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) 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 as provided for in Section "b" above. As such, the Authority will seek agreement from the New York City Civil Service Commission to hear and decide such appeals for eligible provisionals.

(d) In lieu of the appeal rights afforded under Section "c" 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.

(e) In 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.

8. 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 and use.

(b) Reimbursement to the affected employee shall not exceed the sum of $300 for each personal property claim for loss, 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 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.

9. TRAINING FUND

(a) The Authority and the Union agree to enter into certain agreements wherein the Authority shall be obligated to make payments to the Union, which the Union in turn shall remit to the Organization of Staff Analysts Training Fund (Training Fund), to provide the training fund benefits set forth in those agreements. The effective dates and amounts provided for in the Training Fund Agreements shall conform to those provided for in the Citywide contract with the Union.

(b) The Authority shall, at any time, have the right to review and/or audit any and all training programs instituted by the Union.

10. WELFARE FUNDS

(a) The Authority and the Union agree to enter into certain agreements wherein the Authority shall be obligated to make payments to the Union, which the Union in turn shall remit to the Organization of Staff Analysts Welfare 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 those provided for in the Citywide contract with the Union.

(b) The Welfare Trust Fund established by the Union shall be held and managed by the trustees of that fund, under the terms and provisions of a Declaration of Trust or Trust Agreement or other such instrument, for the exclusive purpose of providing welfare benefits for the employees so covered. Nothing in said instrument shall be inconsistent with or contradict any of the terms and provisions of this agreement.

(c) Notwithstanding any of the terms of agreement provided for in "a" above, Agreements provided for therein shall include among their provisions that the Authority shall have the right to review the accounts of such fund and approve the distribution of funds to, and the level of benefits provided by, the fund.

(d) Employees who have been separated from service subsequent to October 1, 1990, and who were covered by the Union's Welfare Fund at the time of such separation, and continue to be enrolled in the City Health Insurance Program or have completed at least five years full-time paid service with the Authority or a City agency while in the New York City Employees Retirement System, shall continue to be so covered, subject to the provisions hereof, on the same contributory basis as incumbent employees.

11. RELEASE TIME

The Authority agrees to follow the policy of the City of New York with respect to the release of employees as embodied in the terms specified in Mayoral Executive Order 75, governing "Time Spent on the Conduct of Labor Relations Between the City and Its Employees and on Union Activity."

12. 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.

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: Sally Pinero

Sally Hernandez-Pinero

Chairwoman

ATTEST:

By: Brenda S. Spears

Brenda S. Spears

Secretary

ORGANIZATION OF STAFF ANALYSTS

By: Robert J Croghan

Robert Croghan

President

ATTACHMENT "A"

Titles Covered Under the Agreement

Associate Staff Analyst

Staff Analyst

Staff Analyst Trainee

Training Development Specialist

JR:GP:mr(179)