

CITY EMPLOYEES LOCAL 237, IBT/NEW YORK CITY HOUSING AUTHORITY

Memorandum of Agreement

I. Term

The term of this Agreement shall be from May 30, 2018 through December 29, 2021.

II. Economic Terms

a. General Wage Increases

- i. Effective on May 30, 2018, Employees shall receive a general increase of 2.0 %.
- ii. Effective on August 30, 2019, Employees shall receive an additional general increase of 2.25 %.
- iii. Effective on August 30, 2020, Employees shall receive an additional general increase of 3.0 %.
- iv. Part-time per annum, part-time per diem (including seasonal appointees), per session and hourly paid Employees and Employees whose normal work year is less than a full calendar year shall receive the increases provided in subsections II(a)(i), (ii), and (iii) on the basis of computations heretofore utilized by the parties for all such Employees.
- v. The general increases provided for in Section II(a) (i), (ii), and (iii) above shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on the day prior to the general increase, e.g. the general increase provided for in Section II(a)(i) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on May 29, 2018.
- vi. The general increases provided for in Section II(a) (i), (ii), and (iii) above shall be applied to the base rates, incremental salary levels and the minimum "hiring rates," minimum "incumbent rates," and maximum rates (including levels) if any, fixed for the applicable titles.

b. Annuity Fund Increases

- i. Effective on May 30, 2018, the Employer's annual annuity contribution shall continue to be \$1,241.62.
- ii. Effective March 30, 2019, the Employer's annual annuity contribution shall be \$1,437.75 (an increase of \$196.13).
- iii. Effective on August 30, 2019, the Employer's annual annuity contribution shall be \$1,487.32 (an additional increase of \$49.57).
- iv. Effective on March 30, 2020, the Employer's annual annuity contribution shall be \$1,695.25 (an additional increase of \$207.93).
- v. Effective on August 30, 2020, the Employer's annual annuity contribution shall be \$1,738.83 (an additional increase of \$43.58).

c. Health Insurance

The parties agree that the May 4, 2014 and June 28, 2018 letters between the City and the Municipal Labor Committee (MLC), annexed to this agreement, shall be considered part of this Agreement. The parties recognize that the savings therein to be achieved on a citywide basis are a material term of this agreement.

III. Paid Family Leave Benefits Law

The parties agree to work together to "opt-in" to the New York State Paid Family Leave program on or about June 1, 2019, and agree to take the necessary steps to implement.

New York State Paid Family Leave shall be used concurrently with other leave benefits, such as annual leave and FMLA leave.

The City and the Union shall promptly form a joint labor-management committee to discuss the implementation of this new benefit.

IV. Contracting-In Heating Plant Technician (HPT) Work

1. Beginning in January 2019, or as soon thereafter as practicable:

- Local 237 will work with NYCHA to improve its HPT training program, which will address both advancements in industry technology and the evolving needs of NYCHA;
- By no later than ninety (90) days after the effective date of the Agreement, NYCHA will establish a HPT mentorship program, pairing new HPTs

with veteran HPTs - in order to ensure that new HPTs receive practical, on-the-job training and to foster higher rates of retention;

- NYCHA and Local 237 will each appoint three (3) representatives to a Labor-Management Committee that will address the potential elimination or reduction of the contracting-out of HPT work to the extent practicable, as well as potential solutions to issues relating to the recruitment, retention, and training of HPTs.
 - The Committee will meet within 60 days of the execution of this Agreement, and will meet at least monthly thereafter, to develop and finalize joint recommendations to be submitted to NYCHA's General Manager no later than 120 days after the execution of this Agreement.
 - The Committee will discuss and make joint recommendations, which may include, but not be limited to:
 1. Compensation sufficient to address recruitment of HPTs;
 2. The number of HPTs to be hired;
 3. The range and level of skills required by NYCHA HPTs, including the potential use of new industry technology;
 4. The methods the Committee will use to evaluate those skills;
 5. How to incorporate those skills into Local 237's HPT training and certification program;
 6. Strategies for improving HPT retention.
 - The Committee work to identify potential gainsharing opportunities concerning HPT work.
- 2. In the event that the Committee is unable to arrive at a joint recommendation with regard to items number 3 through 6 above or with regard to any other mutually agreed-upon issue, each party will provide an independent written recommendation to an Arbitrator chosen from a panel provided by the Office of Collective Bargaining. The Arbitrator shall issue a written recommendation based on the written recommendations received by the parties. The parties agree to submit the Arbitrator's recommendation to the NYCHA General Manager. NYCHA's decision on whether to implement the Arbitrator's recommendations, or any parts thereof, shall be non-reviewable.

V. Alternative and Traditional Work Schedules

a. Schedules

i. In accordance with the terms set forth below, Caretakers will work either their traditional schedule, or an alternative work schedule ("AWS")¹. The schedule options will include²:

1. Schedule 0 (approximately 25% of the total Caretaker workforce)³
 - a. 8:00 a.m. to 4:30 p.m., Monday-Friday (the "traditional" schedule).
2. Schedule 1 and 2 (approximately 60% of the total Caretaker workforce)
 - a. 6:00 a.m. to 4:30 p.m. four days a week, with every other weekend included in the regular 40-hour workweek;
 - b. 8:30 a.m. to 7:00 p.m. four days a week, with every other weekend included in the regular 40-hour workweek;
3. Schedule 3 and 4 (approximately 15% of the total Caretaker workforce)
 - a. 6:00 a.m. to 4:30 p.m., Monday-Thursday; or
 - b. 6:00 a.m. to 4:30 p.m., Tuesday-Friday;

ii. Schedule options will be chosen by seniority, by the following process:

1. First, NYCHA will place Incumbent Caretaker⁴ volunteers within a consolidation utilizing an AWS into the schedule of their choice, in seniority order, up to the approximate number of Caretakers required for each shift.

¹ For purposes of this agreement, "AWS" shall mean any schedule other than "schedule 0."

² The parties agree that, absent an agreement with Local 237, NYCHA may not change the AWS listed in V(a)(i)(2) above, including the approximate percentage of Caretakers in the schedule, for the duration of this Agreement. If either party seeks to change the specified schedule 1 or schedule 2, or the percentage of Caretakers collectively in those schedules, it shall so notify the other party, and the parties will engage in good faith discussions to see if an agreement can be reached. Absent an agreement, the schedules 1 and 2 and approximate percentage of Caretakers collectively in those schedules will remain as set forth above.

³ The parties acknowledge that, because NYCHA will gradually implement the AWSs in select developments, the percentage of Caretakers working AWSs will gradually ramp up to the percentages set forth above.

⁴ For the purposes of staffing AWSs, Incumbent Caretakers are Caretakers hired before the ratification of this Agreement.

2. In the event there are not sufficient Caretakers to staff each shift, NYCHA will place Incumbent Caretaker volunteers from any NYCHA development who choose to transfer into a consolidation utilizing an AWS into the schedule of their choice, in seniority order and in accordance with established ATLS procedures, up to the approximate number of Caretakers required for each shift.
3. In the event there are not sufficient Caretakers to staff each shift, NYCHA shall mandate New Hires⁵ to work the traditional shift or an AWS, as staffing needs require, subject to the limitations set forth in Section V(d)(ii) below.
4. In the event there are not sufficient Caretakers to staff each shift after seeking volunteers and mandating New Hires through the process outlined in Section V(a)(ii)(1)-(3) above, NYCHA shall mandate that the employee(s) at the development with the least seniority be moved to the appropriate shift.

b. Weekend Premium

All Caretakers will receive a premium of 20% (i.e. 1.2x of the straight-time hourly rate) for hours worked on a Saturday or Sunday within the Caretaker's regular workweek. The premium paid will be considered part of Caretakers' base hourly rate of pay for the purpose of calculating overtime and all other contractual benefits.

c. Meal Periods and Breaks

Caretakers working a traditional schedule will continue to receive a thirty (30)-minute meal period and two (2) paid fifteen (15)-minute breaks per shift. Caretakers working an AWS will receive a thirty (30)-minute meal period and two (2) paid twenty (20)-minute breaks per shift.

d. Assignments

i. Incumbent Caretakers

1. Incumbent Caretakers who are assigned to an AWS pursuant to Section V(a)(ii)(1), (2) and (4) above shall be paid a one-time bonus of \$1,500. Such payment shall be paid in full in the first full pay period following the employee beginning an AWS shift. Such

⁵ For the purposes of staffing AWSs, New Hire Caretakers are Caretakers hired after the ratification of this Agreement.

payment shall be pensionable and shall be subject to all applicable withholdings.

2. To the extent that an employee resigns, is terminated, transfers out of the AWS, or otherwise fails to work in the AWS for at least one year, the volunteer bonus shall be pro-rated. For example, if the employee works in the AWS for nine months, \$375 shall be deducted. An employee who resigns or is terminated shall have the pro-rated portion of the bonus deducted from one paycheck. However, an employee who transfers out of an AWS shall have the pro-rated portion of the bonus deducted as 10% of subsequent gross paychecks until the pro-rated amount has been paid.
3. Incumbent Caretakers who volunteer to work an AWS and do not want to remain on that AWS will be entitled to apply for an ATLS transfer to transfer out of the AWS, at any time within the first six (6) months of beginning the AWS and each year thereafter on their work anniversary. Consistent with the current ATLS process, once a vacancy becomes available, NYCHA will consider requests to transfer out of an AWS schedule, and will give due consideration to such factors as seniority, job qualifications, prior work performance, and the general background of the candidate.

ii. New Hire Caretakers

1. After Incumbent Caretakers have chosen their preferred schedules, New Hires may be mandated to work an AWS.
2. NYCHA must include in its advertisements/job descriptions the fact that New Hires may be mandated to work an AWS.
3. In the event that NYCHA involuntarily transfers a New Hire to a different shift and/or location for the purposes of staffing an AWS, NYCHA will not involuntarily transfer that employee to another shift/location within one (1) year of the involuntary transfer. This limitation will not apply to employees at locations that NYCHA ceases to manage, or to employees who are subject to administrative transfers in response to instances of workplace violence or as a result of an EEO investigation or disciplinary proceeding.
4. NYCHA will not involuntarily transfer any employee, or threaten to involuntarily transfer any employee, for punitive, arbitrary, retaliatory or coercive reasons. The Labor-Management Committee described in paragraph V(f)(i), below, will resolve disputes arising under this provision.

e. Overtime & Transfers

- i. Except for as described in Section V(e)(ii) below, all work in excess of 40 performed will be paid at a time-and-one-half premium;
- ii. For incumbent Caretakers assigned to Schedule 0, 3, or 4, all hours worked on a Sunday beyond the 40-hour workweek will be paid at a time-and-three-quarters premium. For all other employees, Sunday overtime shall be compensated pursuant to Section V(e)(i) and I(e)(iii).
- iii. All hours worked in excess of each regular work day (8 hours or 10 hours as applicable) will be paid at time one- half, subject to the limitations in Section 14(a)(ii) of the parties' collective bargaining agreement.
- iv. Nothing in this provision shall affect employees' eligibility rights regarding Transfers or the Automated Transfer List System (ATLS) rights pursuant to Section 34 of the Collective Bargaining Agreement. In the event that a Caretaker hired after the ratification of this Agreement requests a transfer to another shift and/or another development, that transfer request will be honored in accordance with existing ATLS procedures.

f. Additional AWS Components

i. Labor-Management Committee

The parties will form a Labor-Management Committee, which will meet as often as is necessary, but not less than once per month, to oversee the implementation of AWSs and resolve disputes that arise concerning the AWS provisions of this Agreement.

1. The Labor Management Committee will have the authority to resolve issues raised by Local 237-represented employees concerning scheduling and location assignments, including but not limited to employee claims of hardship resulting from NYCHA mandating employees hired after the execution of this Agreement to work an AWS. The Committee will consider employee requests for transfers to a different shift and/or location to accommodate hardships arising out of circumstances including, but not limited to, childcare, eldercare, and education.
2. The Labor Management Committee shall meet regularly to discuss the progress and success of the AWS program, including, but not limited to:

- Reviewing and approving clear, specific measurable goals based upon relevant data and metrics for each of the developments in the AWS program;
 - Sharing best practices and successful approaches with developments as they roll out AWS programs; and
 - Identifying methods for surveying and measuring tenant and employee satisfaction.
3. Once an issue or claim is raised with the Committee, the Committee will meet within ten (10) days to discuss the feasibility of accommodating an employee's claim. Pending the resolution of the issue or claim by the Committee, the employee is expected to report to his or her assigned work location, unless directed otherwise in writing.
 4. If the Committee is unable to agree on a resolution of the issue or claim within twelve (12) days of receipt of all documentation related to the issue or claim, the parties will refer the matter to a rotating panel consisting of Martin Scheinman, Gayle Gavin, and Deborah Gaines for resolution on an expedited basis. The parties will share the cost of the arbitrator equally.

ii. Supervision

1. For purposes of this Section, Supervisor shall be defined as employees in the titles Supervisor of Housing Caretaker, Supervising Housing Groundskeeper, Assistant Resident Building Superintendent, and Resident Building Superintendent.
2. There must be adequate supervision on all shifts. For purposes of this Agreement, "adequate supervision" is defined as at least one (1) Supervisor scheduled to work at all times that Caretakers are scheduled to work.
3. Supervisors working an AWS will receive the same premium rates and work under the same conditions as Caretakers, and may be assigned as described in Section V(a)(ii).
4. For purposes of this Article ("Alternative & Traditional Work Schedules"), a newly promoted Supervisor shall be considered a "New Hire."

5. Incumbent Supervisors who work an AWS will receive a one-time \$1,500 bonus under the same terms as Caretakers in 1(d)(i)(1) and (2), above.
- iii. In the event that NYCHA seeks to add titles other than Caretakers and Supervisors to the AWS program, NYCHA must negotiate with Local 237 over the terms, conditions and implementation of AWSs for those additional titles.
- iv. NYCHA will afford NYCHA residents preference in filling all Caretakers vacancies. However, nothing herein shall require NYCHA to hold a vacancy open pending the availability of a resident candidate;
- v. Except as explicitly set forth above, all current contractual benefits (e.g. Annuity Fund, Summer Hours, etc.) will be preserved;
- vi. All safety issues identified in the FlexOps agreement, except item 2.1.g., attached hereto as Exhibit B, will be addressed prior to implementation of AWS in a location. Should the resolution of such issues become impracticable or unsustainable prior to implementation of AWS in a location, the parties will address in the Labor Management Committee set forth above. Until a permanent AWS is implemented at a FlexOps development, the existing terms of the FlexOps agreement shall continue.
- vii. If the parties agree to a gainsharing and/or productivity program in the future, monies paid to members will be pensionable and subject to contractual increases.

VI. RAD - Utilizing the Cambridge Model

The parties will form a labor/management committee, which will meet on an on-going basis beginning no later than ninety (90) days after the effective date of the Agreement, to discuss establishing a model similar to the Cambridge Housing Authority Model at NYCHA.

VII. Worker Health Testing

The parties and the Office of Labor Relations will develop a plan for on-site worker health screenings for illnesses arising from exposure to workplace hazards, including but not limited to mold, lead, asbestos, and Hepatitis C.

VIII. Disciplinary Procedures

40. DISCIPLINARY PROCEDURES

- a. Amend Article 40 of the CBA (Disciplinary Rights) as follows:
 - i. Employees in the labor class title of Caretaker (HA) who successfully complete their probationary period shall be accorded the same contractual disciplinary rights as permanent competitive class employees.
 - ii. Representation

Employees are entitled to representation at each stage of the Local Hearing process. Local 237 shall not be required to provide representation to employees who are not members of the Union at the time of the incident(s) underlying the potential discipline and/or at the time the employee requests representation. A non-member employee may proceed with a representative of their choosing at their own expense.

Local 237 shall have the right to have a representative present at any disciplinary hearing and shall be given ten days' notice of all disciplinary hearings. The notice shall include all documents, submissions, determinations, or other information in connection with the discipline.

- b. Adverse or Derogatory Material
 - i. Employees 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 development to which the employee is assigned.
 - ii. Any adverse or derogatory memorandum which is inserted into the employee's personnel folder 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 signature to such memorandum, said adverse or derogatory memorandum shall nevertheless go into such employee's personnel folder, with the notation that said employee refused to affix his signature to such memorandum. Employees shall be permitted to respond in writing to any adverse or derogatory memorandum which is inserted in the employee's personnel folder.

- iii. Adverse or derogatory material in an employee's personnel folder may be removed from such employee's personnel folder upon the recommendation of either the Superintendent (if applicable) and Housing Manager and concurrence thereafter of the Borough Director, for employees assigned to field locations, or the Division Chief and concurrence thereafter of the Department Director, for employees assigned to Central Office locations. If a personnel folder contains a time and attendance counseling memo that was issued more than fifteen (15) months prior to the then current date, and if the employee has received no other counseling memo during that time, upon request made by the Union or the employee to the Director of Human Resources, said time and attendance counseling memo shall be removed from said employee's personnel folder.
- iv. An employee shall be permitted to view his or her personnel folder once a year, and also when a written 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. Local Hearings

- i. The Authority agrees to the general principle that an employee shall be instructed and counseled in writing prior to any local disciplinary charges being preferred against such employee. This shall not limit the Authority's rights to instruct or counsel when it deems appropriate, or to determine the content of such instruction or counseling, or to otherwise inhibit the administration of discipline.
- ii. No provision of this Agreement shall be understood to entitle an employee to a local hearing. Accordingly, nothing in this Agreement shall limit or otherwise affect the Authority's right to proceed to a General Trial, without first resorting to a local disciplinary action or proceeding with any specified number of local disciplinary actions.
- iii. The purpose of the local disciplinary hearing procedure is to ascertain the facts, establish the guilt or innocence of an employee against whom charges for a relatively minor infraction(s) have been preferred, and to impose a disciplinary sanction as appropriate. The parties further agree that the Local Disciplinary Procedure set forth in Chapter VIII of the Personnel Manual of the Authority or elsewhere shall be replaced and administered in accord with the following terms:
 - 1. Local disciplinary cases shall be informal cases heard and decided by neutral hearing officers selected and agreed to by the parties. Where the Union is a party, the fees of the hearing officer shall be apportioned equally between NYCHA and the Union. Where the

employee has non-union representation, the fees of the hearing officer shall be apportioned equally between NYCHA and the employee.

2. In each case, the hearing officer shall issue a written decision and reasons therefor as expeditiously as possible but not later than thirty (30) days following the date of the hearing. A copy shall be sent by the hearing officer to the affected employee, the Authority and the Union. Such decisions shall be final and binding on the parties and cannot be appealed or grieved.
3. The penalties that a hearing officer may impose upon a finding of guilt in:
 - (a) A first local disciplinary case to which an employee may be subjected shall be limited to:
 - (i) formal reprimand;
 - (ii) a fine of up to one hundred (\$100) dollars;
 - (iii) suspension without pay for a period up to six (6) days; or
 - (iv) loss of accrued annual leave up to six (6) days.
 - (b) A second disciplinary case that may be brought against the same employee shall be limited to:
 - (i) formal reprimand;
 - (ii) a fine of up to one hundred (\$100) dollars;
 - (iii) suspension without pay for a period of up to ten (10) days; or
 - (iv) loss of accrued annual leave up to ten (10) days;
 - (c) A third or any subsequent local disciplinary case that may be brought against the same employee shall be limited to:
 - (i) formal reprimand;
 - (ii) a fine of up to one hundred (\$100) dollars;
 - (iii) suspension without pay for a period up to twelve (12) days, plus a \$100 fine; or

- (iv) loss of accrued annual leave up to twelve (12) days, plus a \$100 fine.

- iv. Hearing officers shall be appointed for terms of two years and may be reappointed to successive annual terms by agreement of the parties. The hearing officers shall rotate on a quarterly basis unless the parties agree otherwise.
- v. A notice of disciplinary charges shall be furnished to the employee and the Union either personally or by certified or registered mail with return receipt requested within ten (10) calendar days of the date of the hearing. Such notice shall also advise the employee of the date, time and place of the hearing.
- vi. Neither party may be represented by an attorney at a local hearing. The employee may be represented by a non-attorney representative of their choosing; however, Local 237 will not be required to provide representation to non-members. Management may present witnesses and evidence in support of the charges preferred against the employee, and the employee shall have an opportunity to present witnesses and evidence in defense of the charges.
- vii. Formal rules of evidence shall not apply. No transcript of the hearing shall be required.
- viii. The Authority shall impose forthwith any disciplinary penalty that is directed by the decision of the hearing officer.
- ix. The above-referenced local hearing process shall be the only such provision that shall apply and, accordingly, shall supersede and be in lieu of any such rights that may be provided for elsewhere.
- x. 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 shall be removed from the employee's folder, except that the "Record of Local Hearing," Form 015.051, shall remain in the personnel folder of the employee, but the portion of the said form relating to the Summary of Testimony in support of charges and the Summary of Employee's Testimony, and other defense testimony, shall be deleted.

d. General Trials

- i. In general trials held pursuant to §75 of the Civil Service Law or subparagraph "a" above, no former employees shall be appointed to act as hearing officers.

- ii. If an employee is found not guilty of all charges and specifications subsequent to a general trial, all material relating thereto shall be removed from the employee's folder. A sealed file shall then be prepared containing the record of the general trial, including the minutes thereof, and the same transmitted to the Office of the Secretary of the Authority.
- iii. If an employee who is the subject of a general trial 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 the specifications as to which the employee is not guilty shall be deleted from the employee's personnel folder. A sealed file shall then be prepared containing all references to the charges and specifications of which the employee is found not guilty, and the same transmitted to the Office of the Secretary of the Authority.

e. Interviews

Section 1.

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:

- a. Employees who are summoned to the appropriate office of their agency 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.
- b. Whenever such an employee is summoned for an interview or hearing for the record which may lead to disciplinary action, the employee shall be entitled to be accompanied by a Union representative, or a lawyer, and the employee shall be informed of this right, however Local 237 shall not be required to provide representation to employees who are not members of the Union at the time of the incident(s) prompting the interview/hearing and/or are not members at the time of the interview/hearing. Upon the request of the employee and at the discretion of the Inspector General, the Inspector General may agree to the employee being accompanied by a lawyer and a Union representative. Such permission shall not be unreasonably denied. If a statement is taken, the employee shall be entitled to a copy.
- c. Wherever possible, such hearings and interviews shall be held in physical surroundings which are conducive to privacy and confidentiality.

IX. New Section – UNION RIGHTS

Section 1.

- a. The Employer shall distribute to all newly hired employees information regarding the Local 237 administered health and security benefits, including the name and address of the fund that administers said benefits, provided such fund supplies the Employer the requisite information printed in sufficient quantities.
- b. The Employer shall distribute information regarding the New York City Employee Health Benefits Program and enrollment forms to eligible employees prior to the completion of thirty (30) days of employment.
- c. Within thirty (30) days of an employee first being employed, reemployed or transferred to a Local 237 bargaining unit, the employer shall notify Local 237 of the employee's name, home address when available, job title, employing agency, department or other operating unit, work email address and work location.
- d. Within thirty (30) days of providing such notice under Section 1(d), the employer shall allow a duly appointed representative of Local 237 to meet with such employee for a reasonable amount of time during his or her work time without charge to leave credits, provided that such meeting does not disrupt agency operations and that arrangements for such meeting be scheduled in consultation with a designated representative of the Employer. Where practicable, this requirement may be satisfied by allowing Local 237 a reasonable amount of time during a formal employee orientation program to provide membership information to employees. At such meeting, Local 237 may hand out union literature of its choosing as well as authorization cards.

Section 2.

- a. The Employer shall commence deduction of dues as soon as practicable, but in no case later than thirty (30) days after receiving proof of a signed dues check off authorization card.
- b. The employer shall accept signed dues check off authorization cards signed by means of written and/or electronic signatures. The right to membership dues shall remain in effect until the (1) employee is no longer employed in a title represented by Local 237 or (2) the employee revokes such dues check off authorization pursuant to and in accordance with the terms of the dues check off authorization card.

Section 3.

Local 237 shall maintain custody of its dues check-off authorization cards, and shall provide copies of such dues check-off authorization for all new union members and for any employee upon the Employer's request.

Section 4.

When an employee is promoted or reclassified to another title certified to Local 237 as the employee's former title, the dues check-off shall continue uninterrupted.

Section 5.

When an employee returns from an approved leave of absence without pay, is reappointed or temporarily appointed from a preferred list to the same agency in the same title or in another title represented by Local 237, the Employer shall notify Local 237. Any dues check-off authorization in effect prior to the approved leave or the layoff shall be reactivated. The Employer will issue an appropriate administrative instruction to all agencies to insure compliance with this Section.

Section 6.

The Employer shall furnish to Local 237, at least once every thirty (30) days, a listing of employees by Job Title Code, home address when available, Employee Identification Number or Social Security Number, Department Code Number, work email address, and current work location. This listing shall constitute sufficient notice under Sections 1(e), Section 4, and Section 5 of this Article XII.

In addition to the above-referenced information, where the Employer provides Employee Identification Number in lieu of Social Security Number, the Employer shall separately provide a listing of Employee Identification Numbers and associated Social Security Numbers.

This information shall be furnished to Local 237 and to the Municipal Labor Committee.

Section 7.

- a. If Local 237 elects to participate in a separate segregated fund established pursuant to applicable law, including Title 2 USC, Section 441b, to receive contributions to be used for the support of candidates for federal office, it shall have the exclusive right in conformance with applicable law to the checkoff for such political purposes in a manner as described in a supplemental agreement hereby incorporated by reference into this Agreement.
- b. Any eligible employee covered by this Agreement may voluntarily authorize in writing the deduction of such contributions from the employee's wages for such purpose in an authorization form acceptable to the Employer which bears the signature of the employee.
- c. A copy of the Summary Annual Report to the Federal Elections Commission ("FEC") of each fund shall be submitted by the appropriate participating union to the Comptroller and OLR at the time of its submission to the FEC.

Section 8.

The Employer shall continue to provide local bulletin boards at each work location in areas mutually agreed upon for the use of Local 237.

X. Amend SECTION 44 - SOFTWARE/TECHNOLOGICAL UPGRADES

The parties shall add the following issues of mutual concern to the Labor-Management Committee under Section 44 of the Collective Bargaining Agreement:

- dispatching/scheduling software for property management and repair; and
- developing an electronic scheduling system for time off and vacations.

The parties shall add the following provision to the end of Section 44: When either party raises an issue to the Labor-Management Committee, the Committee shall discuss the issue and make a recommendation within forty-five (45) days, unless otherwise agreed upon by the Committee.

XI. Amend Section 46 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 who is now or hereafter becomes a member of the Union shall remain a member in good standing. The Authority shall recognize such arrangements between the Union and its members. Upon receipt of notification that the union has received written authorization by the employee, the Authority shall deduct dues in the amount agreed upon between the Union and the employee from the wages of the employee and forward the same to the Union, less the pro-rated cost of processing the dues deduction plan. The Union shall indemnify and hold the Authority harmless from any claim arising out of the check-off and payment to the Union of such dues.
- B. Check-off for covered employees to any other labor organization shall not be permitted.
- C. Administrative fees for dues check-off shall continue, consistent with the provisions of Mayor's Executive Order No. 107 of 1986, as amended.

XII. Direct Deposit

Effective on the date of ratification, the Employer may require that all newly hired employees be paid exclusively through direct deposit or electronic funds transfer. For employees on direct deposit, the employer may provide pay stubs electronically except where the employee has requested in writing to receive a printed pay stub.

Further, the parties shall work together regarding incumbent employees' enrollment in direct deposit, with the objective of 100% of employees being paid electronically.

The parties shall immediately form a labor/management subcommittee to meet and discuss issues of mutual concern related to direct deposit, including but not limited to:

- Ensuring that employees have available cost-free banking options, i.e. free checking accounts;
- Identifying other options for employees to receive pay, including a debit card option;

- Identifying a procedure for manual payments made to employees enrolled in direct deposit e.g. Commissioner's checks.

XIII. Retroactivity

In the event that any payment is not paid on the date due under this Agreement, such payment when made shall be paid retroactive to such date due.

XIV. Approval of Agreement

This *Agreement* is subject to approval in accordance with applicable law and ratification in accordance with union bylaws.

XV. Savings Clause

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

WHEREFORE, we have hereunto set our hands and seals this 10th day of December, 2018.

FOR THE CITY OF NEW YORK

BY: 

ROBERT W. LINN
Commissioner of Labor Relations

FOR CITY EMPLOYEES LOCAL 237, IBT

BY: 

GREGORY FLOYD
President

**FOR THE NEW YORK CITY HOUSING
AUTHORITY**

BY: 

STANLEY BREZENOFF
Interim Chair and CEO



THE CITY OF NEW YORK
OFFICE OF LABOR RELATIONS
40 Rector Street, New York, NY 10006-1705
<http://nyc.gov/olr>

ROBERT W. LINN
Commissioner

May 5, 2014

Harry Nespoli
Chair, Municipal Labor Committee
125 Barclay Street
New York, NY 10007

Dear Mr. Nespoli:

This is to confirm the parties' mutual understanding concerning the following issues:

1. Unless otherwise agreed to by the parties, the Welfare Fund contribution will remain constant for the length of the successor unit agreements, including the \$65 funded from the Stabilization Fund pursuant to the 2005 Health Benefits Agreement between the City of New York and the Municipal Labor Committee.
2. Effective July 1, 2014, the Stabilization Fund shall convey \$1 Billion to the City of New York to be used to support wage increases and other economic items for the current round of collective bargaining (for the period up to and including fiscal year 2018). Up to an additional total amount of \$150 million will be available over the four year period from the Stabilization Fund for the welfare funds, the allocation of which shall be determined by the parties. Thereafter, \$ 60 million per year will be available from the Stabilization Fund for the welfare funds, the allocation of which shall be determined by the parties.
3. If the parties decide to engage in a centralized purchase of Prescription Drugs, and savings and efficiencies are identified therefrom, there shall not be any reduction in welfare fund contributions.
4. There shall be a joint committee formed that will engage in a process to select an independent healthcare actuary, and any other mutually agreed upon additional outside expertise, to develop an accounting system to measure and calculate savings.

5. The MLC agrees to generate cumulative healthcare savings of \$3.4 billion over the course of Fiscal Years 2015 through 2018, said savings to be exclusive of the monies referenced in Paragraph 2 above and generated in the individual fiscal years as follows: (i) \$400 million in Fiscal Year 2015; (ii) \$700 million in Fiscal Year 2016; (iii) \$1 billion in Fiscal Year 2017; (iv) \$1.3 billion in Fiscal Year 2018; and (v) for every fiscal year thereafter, the savings on a citywide basis in health care costs shall continue on a recurring basis. At the conclusion of Fiscal Year 2018, the parties shall calculate the savings realized during the prior four-year period. In the event that the MLC has generated more than \$3.4 billion in cumulative healthcare savings during the four-year period, as determined by the jointly selected healthcare actuary, up to the first \$365 million of such additional savings shall be credited proportionately to each union as a one-time lump sum pensionable bonus payment for its members. Should the union desire to use these funds for other purposes, the parties shall negotiate in good faith to attempt to agree on an appropriate alternative use. Any additional savings generated for the four-year period beyond the first \$365 million will be shared equally with the City and the MLC for the same purposes and subject to the same procedure as the first \$365 million. Additional savings beyond \$1.3 billion in FY 2018 that carry over into FY 2019 shall be subject to negotiations between the parties.

6. The following initiatives are among those that the MLC and the City could consider in their joint efforts to meet the aforementioned annual and four-year cumulative savings figures: minimum premium, self-insurance, dependent eligibility verification audits, the capping of the HIP HMO rate, the capping of the Senior Care rate, the equalization formula, marketing plans, Medicare Advantage, and the more effective delivery of health care.

7. Dispute Resolution

- a. In the event of any dispute under this agreement, the parties shall meet and confer in an attempt to resolve the dispute. If the parties cannot resolve the dispute, such dispute shall be referred to Arbitrator Martin F. Scheinman for resolution.
- b. Such dispute shall be resolved within 90 days.
- c. The arbitrator shall have the authority to impose interim relief that is consistent with the parties' intent.
- d. The arbitrator shall have the authority to meet with the parties at such times as the arbitrator determines is appropriate to enforce the terms of this agreement.
- e. If the parties are unable to agree on the independent health care actuary described above, the arbitrator shall select the impartial health care actuary to be retained by the parties.
- f. The parties shall share the costs for the arbitrator and the actuary the arbitrator selects.

If the above accords with your understanding and agreement, kindly execute the signature line provided.

Sincerely,



Robert W. Linn
Commissioner

Agreed and Accepted on behalf of the Municipal Labor Committee

BY: 
Harry Nespoli, Chair



OFFICE OF LABOR RELATIONS

40 Rector Street, New York, N.Y. 10006-1705
nyc.gov/olr

ROBERT W. LINN
Commissioner

RENEE CAMPION
First Deputy Commissioner

CLAIRE LEVITT
*Deputy Commissioner
Health Care Cost Management*

MAYRA E. BELL
General Counsel

GEORGETTE GESTELY
Director, Employee Benefits Program

June 28, 2018

Harry Nespoli, Chair
Municipal Labor Committee
125 Barclay Street
New York, New York

Dear Mr. Nespoli:

1. This is to confirm the parties' mutual understanding concerning the health care agreement for Fiscal Years 2019 – 2021:
 - a. The MLC agrees to generate cumulative healthcare savings of \$1.1 billion over the course of New York City Fiscal Years 2019 through 2021. Said savings shall be generated as follows:
 - i. \$200 million in Fiscal Year 2019;
 - ii. \$300 million in Fiscal Year 2020;
 - iii. \$600 million in Fiscal Year 2021, and
 - iv. For every fiscal year thereafter, the \$600 million per year savings on a citywide basis in healthcare costs shall continue on a recurring basis.
 - b. Savings will be measured against the projected FY 2019-FY 2022 City Financial Plan (adopted on June 15, 2018) which incorporates projected City health care cost increases of 7% in Fiscal Year ("FY") 2019, 6.5% in FY 2020 and 6% in FY 2021. Non-recurring savings may be transferrable within the years FY 2019 through FY 2021 pursuant only to 1(a)(i), 1(a)(ii), 1(a)(iii) above. For example:
 - i. \$205 million in FY 2019 and \$295 million in FY 2020 will qualify for those years' savings targets under 1(a)(i) and 1(a)(ii).
 - ii. \$210 million in FY 2019, \$310 million in FY 2020, and \$580 million in FY 2021 will qualify for those years' savings targets under 1(a)(i), 1(a)(ii), 1(a)(iii).
 - iii. In any event, the \$600 million pursuant to 1(a)(iv) must be recurring and agreed to by the parties within FY 2021, and may not be borrowed from other years.

- c. Savings attributable to CBP programs will continue to be transferred to the City by offsetting the savings amounts documented by Empire Blue Cross and GHI against the equalization payments from the City to the Stabilization Fund for FY 19, FY 20 and FY 21, unless otherwise agreed to by the City and the MLC. In order for this offset to expire, any savings achieved in this manner must be replaced in order to meet the recurring obligation under 1(a)(iv) above.
 - d. The parties agree that any savings within the period of FY 2015 - 2018 over \$3.4 billion arising from the 2014 City/MLC Health Agreement will be counted towards the FY 2019 goal. This is currently estimated at approximately \$131 million but will not be finalized until the full year of FY 2018 data is transmitted and analyzed by the City's and the MLC's actuaries.
 - e. The parties agree that recurring savings over \$1.3 billion for FY 2018 arising under the 2014 City/MLC Health Agreement will be counted toward the goal for Fiscal Years 2019, 2020, 2021 and for purposes of the recurring obligation under 1(a)(iv) above. This is currently estimated at approximately \$40 million but will not be finalized until the full year of FY 2018 data is transmitted and analyzed by the City's and the MLC's actuaries. Once the amount is finalized, that amount shall be applied to Fiscal Years 2019, 2020, 2021 and to the obligation under 1(a)(iv).
2. After the conclusion of Fiscal Year 2021, the parties shall calculate the savings realized during the 3 year period. In the event that the MLC has generated more than \$600 million in recurring healthcare savings, as agreed upon by the City's and the MLC's actuaries, such additional savings shall be utilized as follows:
 - a. The first \$68 million will be used by the City to make a \$100 per member per year increase to welfare funds (actives and retirees) effective July 1, 2021. If a savings amount over \$600 million but less than \$668 million is achieved, the \$100 per member per year (actives and retirees) increase will be prorated.
 - b. Any savings thereafter shall be split equally between the City and the MLC and applied in a manner agreed to by the parties.
3. Beginning January 1, 2019, and continuing unless and until the parties agree otherwise, the parties shall authorize the quarterly provision of the following data to the City's and MLC's actuaries on an ongoing quarterly basis: (1) detailed claim-level health data from Emblem Health and Empire Blue Cross including detailed claim-level data for City employees covered under the GHI-CBP programs (including Senior Care and Behavioral Health information); and (2) utilization data under the HIP-HMO plan. Such data shall be provided within 60 days of the end of each quarterly period. The HIP-HMO utilization data will also be provided to the City's and MLC's actuaries within 60 days of the execution of this letter agreement for City Fiscal Year 2018 as baseline information to assess ongoing savings. The HIP-HMO data shall include: (i) utilization by procedure for site of service benefit changes; (ii) utilization by disease state, by procedure (for purposes of assessing Centers of Excellence); and (iii) member engagement data for the Wellness program, including stratifying members by three tranches (Level I, II and III). The data shall include baseline data as well as data regarding the assumptions utilized in determining expected savings for comparison. The data described in this paragraph shall be provided pursuant to a data sharing agreement entered into by the City and MLC, akin to prior data agreements, which shall provide for the protection of member privacy and related concerns, shall cover all periods addressed by this Agreement (i.e., through June 30, 2021 and thereafter), and shall be executed within thirty days of the execution of this letter agreement.

4. The parties agree that the Welfare Funds will receive two \$100 per member one-time lump-sum payments (actives and retirees) funded by the Joint Stabilization Fund payable effective July 1, 2018 and July 1, 2019.
5. The parties recognize that despite extraordinary savings to health costs accomplished in the last round of negotiations through their efforts and the innovation of the MLC, and the further savings which shall be implemented as a result of this agreement, that the longer term sustainability of health care for workers and their families, requires further study, savings and efficiencies in the method of health care delivery. To that end, the parties will within 90 days establish a Tripartite Health Insurance Policy Committee of MLC and City members, chaired by one member each appointed by the MLC and the City, and Martin F. Scheinman, Esq. The Committee shall study the issues using appropriate data and recommend for implementation as soon as practicable during the term of this Agreement but no later than June 30, 2020, modifications to the way in which health care is currently provided or funded. Among the topics the Committee shall discuss:
 - a. Self-insurance and/or minimum premium arrangements for the HIP HMO plan.
 - b. Medicare Advantage- adoption of a Medicare Advantage benchmark plan for retirees
 - c. Consolidated Drug Purchasing- welfare funds, PICA and health plan prescription costs pooling their buying power and resources to purchase prescription drugs.
 - d. Comparability- investigation of other unionized settings regarding their methodology for delivering health benefits including the prospect of coordination/cooperation to increase purchasing power and to decrease administrative expenses.
 - e. Audits and Coordination of Benefits- audit insurers for claims and financial accuracy, coordination of benefits, pre-65 disabled Medicare utilization, End Stage Renal Disease, PICA, and Payroll Audit of Part Time Employees.
 - f. Other areas- Centers of Excellence for specific conditions; Hospital and provider tiering; Precertification Fees; Amendment of Medicare Part B reimbursement; Reduction of cost for Pre-Medicare retirees who have access to other coverage; Changes to the Senior Care rate; Changes to the equalization formula.
 - g. Potential RFPs for all medical and hospital benefits.
 - h. Status of the Stabilization Fund.

The Committee will make recommendations to be considered by the MLC and the City.

6. The joint committee shall be known as the Tripartite Health Insurance Policy Committee (THIPC) and shall be independent of the existing "Technical Committee." The "Technical Committee" will continue its work and will work in conjunction with the THIPC as designated above to address areas of health benefit changes. The Technical Committee will continue to be supported by separate actuaries for the City and the MLC. The City and the MLC will each be responsible for the costs of its actuary.
7. In the event of any dispute under sections 1-4 of this Agreement, the parties shall meet and confer in an attempt to resolve the dispute. If the parties cannot resolve the dispute, such dispute shall be referred to Martin Scheinman for resolution consistent with the dispute resolution terms of the 2014 City/MLC Health Agreement:
 - a. Such dispute shall be resolved within 90 days.

- b. The arbitrator shall have the authority to impose interim relief that is consistent with the parties' intent.
- c. The arbitrator shall have the authority to meet with the parties as such times as is appropriate to enforce the terms of this agreement.
- d. The parties shall share the costs for the arbitrator (including Committee meetings).

If the above conforms to your understanding, please countersign below.

Sincerely,



Robert W. Linn

Agreed and Accepted on behalf of the Municipal Labor Committee

BY: 
Harry Nespoli, Chair