



**SCHEINMAN**  
ARBITRATION & MEDIATION SERVICES

February 27, 2020

**Via E-Mail and Regular Mail**

Steven H. Banks, Esq.  
Abigail H. Sole, Esq.  
New York City Office of Labor Relations  
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New York, NY 10007

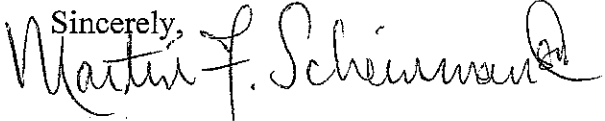
Marty G. Glennon, Esq.  
Archer, Byington, Glennon & Levine, L.L.P.  
One Huntington Quadrangle, Suite 4C 10  
P.O. Box 9064  
Melville, NY 11747

**Re: City of New York/New York City Housing Authority ("NYCHA")  
and  
Local 237, International Brotherhood of Teamsters  
(Maintenance Workers)**

Dear Counsel:

Enclosed please find my Opinion and Award in the above referenced matters. I have also enclosed my bill for services rendered.

Thank you.

Sincerely,  


Enclosure

MFS/sk

City of NY Local 237 Maintenance Workers.trans

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In the Matter of the Interest Arbitration	X
Between	X
CITY OF NEW YORK/NEW YORK CITY HOUSING	X
AUTHORITY ("NYCHA"),	X
	Re: Maintenance
	Workers
"City"	X
-and-	X
LOCAL 237, INTERNATIONAL BROTHERHOOD OF	X
TEAMSTERS,	X
"Union"	X
-----X	

**APPEARANCES:**

**For the City**

Steven H. Banks, Esq., General Counsel,  
New York City Office of Labor Relations

Abigail H. Sole, Esq., Deputy General Counsel,  
New York City Office of Labor Relations

**For the Union**

ARCHER BYINGTON GLENNON & LEVINE, L.L.P.  
Marty G. Glennon, Esq., Of Counsel

**Before:** Martin F. Scheinman, Esq., Interest Arbitrator

## **BACKGROUND**

On April 5, 2019, the Union and City agreed upon terms and conditions of employment for Maintenance Workers employed by the City and represented by the Union. The terms were memorialized in a written Memorandum of Agreement ("MOA") signed by both parties on April 5, 2019, subject to ratification by the bargaining unit.

On May 8, 2019, the MOA was rejected by the employees in a ratification vote. Thereafter, Union officials met with employees to identify what issue(s) prompted the rejection. They learned rejection was due to two (2) aspects of the MOA. The first was the rate of pay, which employees felt did not take account of higher, out-of-title work assigned beyond their normal Maintenance Worker duties. The second aspect was an alternative work schedule adopted in the MOA, which the employees felt presented safety concerns.

Following these meetings, the Union issued two (2) surveys to its twelve hundred (1,200) members employed as Maintenance Workers, to ascertain the amount of extra time spent performing higher, out-of-title work beyond their normal duties, and to specify the categories of such work, i.e., carpenter, electrician, glazier, plumber, etc. Five hundred (500) survey responses were received. (Transcript

p. 39).<sup>1</sup> Based upon these responses and after analysis by its consultant, Allen Brawer, the Union concluded a wage differential of \$6.55 per hour should be awarded, in addition to the rates of pay provided by the MOA, in recognition of the higher, out-of-title work they claim to be performing beyond their normal duties.<sup>2</sup>

As to the alternative work schedule, the members indicated it would be unsafe going through housing development buildings during the evening hours called for by the schedule, because of increased drug activity, lack of supervision when the management office is closed, lack of personnel to mediate issues with residents, and communication dead zones preventing calls for assistance when facing a dangerous or combative situation. (Transcript p. 26). According to the Union, crime levels are higher at

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<sup>1</sup> Page references are to the transcript of the hearing held on October 1, 2019.

<sup>2</sup> Brawer initially opined a differential of \$7.91 per hour was warranted, based upon the Union's claim Maintenance Workers were assigned to perform the work of nine (9) higher classified trades. (Transcript p. 42, Union Exhibit B). During the hearing, the Union removed three (3) of those trades (bricklayer, mason's helper, plasterer) from its claim. (Transcript p. 104). Brawer then revised his calculations and presented an updated schedule, showing a differential of \$6.55 per hour was warranted. His updated report was submitted on October 15, 2019.

many developments during the evening and more people are roaming the hallways. (Transcript p.28).

Presently, one (1) other bargaining unit represented by the Union, the Caretakers bargaining unit, has agreed to an alternative work schedule. Under that agreement, Caretakers are assigned to work during off hours or evening hours in exchange for premium pay, with safety issues being referred to a labor-management committee established to discuss and resolve them. (Transcript p. 31). During the past six (6) months, Caretakers have worked under their alternative work schedule, but despite discussions, safety issues remain, including basements that are not secure, security cameras obstructed by scaffolding, and other issues. (Transcript p. 35).

According to the City, the alternative work schedule was developed to better enable minor repairs and inspection for hazardous conditions at times when residents are home to give access. Previously, too many work orders were being closed without completion due to residents not being home during Maintenance Workers' traditional, 8:00 A.M. to 4:30 P.M., shift. (Transcript p. 110 - 112). It was felt more flexible scheduling would address a major operational need to improve responses to residents' requests for maintenance work in their apartments, while providing a fair and

equitable compensation package for the Maintenance Workers. (Transcript p. 144 - 145). Accordingly, an alternative work schedule was negotiated and adopted in the MOA, providing for work as late as 7:00 P.M. and on some Saturdays and Sundays, with premium pay for weekend hours and bonuses for incumbent Maintenance Workers assigned to an alternative work schedule. (Joint Exhibit No. 1-C).

The City acknowledges problems still exist at its developments with communication dead zones, and has expressed a willingness to find solutions to those and other safety issues. (Transcript p. 119 and 126). However, according to the Union, little progress has been made in alleviating safety issues, despite ongoing meetings between the parties to discuss these concerns.

The parties have reached an impasse in their efforts to reach a successor agreement for the Maintenance Workers. They have agreed to submit their dispute to impartial interest arbitration before me.

On October 1, 2019, a hearing was held. During the hearing, the parties were afforded full opportunity to present evidence and argument in support of their respective positions. They did so. Seven (7) joint exhibits and two (2) Union exhibits were received in evidence. At the end of the hearing, the parties were given leave to

make further submissions in writing. The Union submitted an updated document from Brawer, and an affidavit dated October 11, 2019, from a business representative of the International Union of Operating Engineers, James Carroll. Both parties submitted post hearing briefs, summaries of their joint meetings held after the hearing to discuss and resolve safety concerns surrounding proposed implementation of the alternative work schedule.

Subsequently, the Union submitted a February 6, 2020, update of the parties' joint meetings over safety issues, from its Housing Division Director, Carl Giles, who was also a witness for the Union during the hearing. Giles' update is addressed to Union attorney Marty Glennon, Esq. and states:

\* \* \* \* \*

Good afternoon Marty,

As per our phone conversation earlier, pertaining to the Maintenance Worker Safety meetings with the Housing Authority, not much has been accomplished. We have met at least 5 times with them, and they still have not told us what their plan of action is for addressing broken cameras, and cameras which are obscured due to trees and scaffolding, etc. We've also asked them for adequate perimeter lighting which are not working and they state they will get back to us on it. Approximately 3 weeks ago, we gave NYCHA a list of safety issues/concerns at active AWS locations which are perimeter lighting, broken doors, staffing levels, obscured cameras, etc. We have been reaching out every day up until yesterday, 2/5/20 and their constant response is they will get back to us, they are waiting on operations for answers. We have been asking them

what would the staffing levels be if Maintenance Workers were to work after 4:30 p.m. We would like them to be working in pairs for safety purposes. They stated they would get back to us and it has been over 2 months now. We have been going back and forth over walkie talkies and have our Maintenance Workers having a way to reach out in the event of emergencies. The Housing Authority claims that they have done different Field Force Manager testing and have not been truthful to us with the results of those tests. On January 27<sup>th</sup>, we met up with the Authority to run a test on the radios using the Field Force Manager app which does not allow our workers to effectively communicate in buildings, basements and hallways. In 4 months of meeting with the Housing Authority on Maintenance safety I cannot say that we have received a definitive answer on any issue that we have brought forth. They constantly state that they have to get back to us.

Let me know if you have any questions.

Best regards,

Carl Giles  
Director, Housing Division  
Local 237, IBT

\* \* \* \* \*

The City, through its counsel, Abigail Sole, Esq.,  
filed a letter response on February 21, 2020, stating:

\* \* \* \* \*

Dear Arbitrator Scheinman,

This letter serves as the City's response to IBT, Local 237's February 6, 2020 email regarding safety concerns addressed in the interest arbitration between the New York City Housing Authority ("NYCHA")/the City of New York and IBT, Local 237/Maintenance Workers ("Union").

In the five months since the close of the hearings in the aforementioned proceeding, NYCHA has met with the Union five times to discuss safety concerns. The City does not agree with the Union's characterization of the progress that has been made through these safety meetings.



While the Union alleges that its list of concerns have gone unaddressed, this is categorically untrue. The union alludes to an email sent of concerns sent to NYCHA that were never addressed. On January 7, 2020, the Union sent NYCHA a list of safety-related items they had identified at several locations. This list was immediately sent to NYCHA's Operations Division and NYCHA's Office of Safety and Security ("OFSS"). During the February 7, 2020 safety meeting, OFSS informed the Union that most, if not all, of the concerns were addressed or in the process of being addressed. Further, the Union was advised of the status of every safety-related item that was identified in the January 7, 2020 email.

The Union sent an additional list of safety-related items via email on February 5, 2020. These items are currently being addressed by OFSS. A full update will be provided to the Union at the next safety meeting, which is tentatively scheduled for March 2, 2020. NYCHA management has continuously stressed, to the Union and property management, the importance of accurate reporting and repair of lighting, cameras and scaffolding concerns. Certain of these development-specific matters are recurrent, and NYCHA has addressed each issue as soon as possible, but notes that multiple repairs are often necessary. For example, there are instances where lighting or camera issues are fully remediated by changing equipment, but then the new equipment is damaged through no fault of either the Union or NYCHA management. In these situations, if NYCHA is informed that a mediated issue has recurred, a second repair or replacement will be scheduled as soon as practicable. NYCHA has advised the Union of this during the three most recent safety meetings.

The Union also made reference to "Field Force Manager" or "FFM". FFM is an app-based program that can be installed on employees' NYCHA-issued hand-held devices or cellular phones. At the start of an employee's shift, they will turn on FFM, allowing their physical location to be tracked via GPS-technology. FFM is pre-programmed to send an alert to pre-determined individuals when an employee using FFM has not moved in a certain amount of time and their last location. NYCHA proposed the use of FFM at the October 21, 2019 safety meeting; the Union was receptive to this application. After that meeting, NYCHA's IT Department

began conversations with the appropriate vendor in order to install and test FFM in a limited capacity.

NYCHA began conducting testing on FFM in January 2020 at the Pomonok Houses location; the Union was invited to attend. Information from these tests, as well as invitations to subsequent FFM tests were also provided. The Union has attended the two most recent FFM tests. NYCHA has advised the Union on multiple occasions that there are some areas within NYCHA-buildings that continue to be "dead zones" for both radios and cell phones due to an insufficient signal. While NYCHA is working to address that issue, it is currently utilizing all available technology to address the Union's concerns. Further, NYCHA's IT Department is exploring the creation and implementation of a phone-based "panic button" that can be used by an employee to alert a pre-determined person(s) of distress.

With regard to staffing, since alternative work schedules were negotiated between NYCHA and Local 237 concerning other represented titles, NYCHA has committed to having Caretaker staff assigned in pairs during work hours. However, the Maintenance Worker title has fewer staff members assigned to each facility and it is not operationally feasible for Maintenance staff to work in pairs in all situations. This topic would be appropriate for continued labor-management efforts between NYCHA and Local 237, but should in no way preclude or limit the establishment of alternative work schedules.

For the foregoing reasons, it is clear that NYCHA has addressed and corrected each safety concern raised by the Union at both the interest arbitration hearings and at the subsequent safety meetings between the parties. As such, the Arbitrator should issue an award that fully adopts the City's proposal of a pattern-conforming economic settlement, as stated in Joint Exhibit 1.

Dated: New York, New York  
February 21, 2020

Respectfully submitted,

Abigail Sole  
Deputy General Counsel  
City of New York  
Office of Labor Relations

\* \* \* \* \*

Glennon replied to Sole's letter by e-mail on February 21, 2020, asserting the lists of safety issues provided by the Union to NYCHA were only examples of problems existing systemwide, but NYCHA has addressed only the examples without taking care of the problems throughout its system. It also claims lighting outages are surveyed by Union members and reported to management, but those items remain unaddressed for months. The Union adds, "NYCHA says it is imperative that they implement an AWS [alternative work schedule] but fails to understand the gravity of the Union's safety concerns. To be clear, we are not saying no way no how to AWS, but if NYCHA wants the AWS then it must demonstrate that it is serious about providing for the safety of its employees".

Upon my receipt of the parties' post hearing submissions, I declared the record closed.

## **DISCUSSION AND FINDINGS**

### **Issues Unresolved**

The basic unresolved issues presented for my determination are as follows:

- 1. The Union's proposal for a wage differential for time spent by Maintenance Workers**

performing work within the  
classification of higher paid trades.

2. Whether the alternative work schedule should be implemented.

### Positions of the Parties

The Union argues its proposal for a wage differential should be awarded for work performed by Maintenance Workers beyond their normal duties and falling within the exclusive jurisdiction of higher paid, skilled tradespersons in the City's employ. It contends Maintenance Workers should receive the same compensation as those tradespersons when performing the same work. The Union maintains unrefuted testimony presented during the hearing establishes such higher classification work is routinely assigned to Maintenance Workers, warranting an award of the differential as fair and just compensation.

The Union points to Brawer's analysis of employee surveys as establishing a differential of \$6.55 per hour is appropriate to compensate Maintenance Workers for the higher classified work performed beyond their normal duties. It alleges this amount was properly calculated after considering the Maintenance Workers' regular duties, as well as higher duties usually performed on an average day. For these reasons, the Union urges the proposed wage differential should be awarded.

The Union denies seeking to infringe upon the right of higher skilled tradespersons to perform work within their exclusive jurisdictions. Nevertheless, it insists if Maintenance Workers are required to perform such work beyond their normal duties, equity demands they be compensated accordingly.

The Union argues the alternative work schedule should be rejected because it compromises the safety of Maintenance Workers. It contends conditions in the Authority's developments are more dangerous at night when supervision is reduced and loitering and crime are heightened. The Union claims management offices are closed after regular hours and no managers are available to mediate disputes arising with residents. It alleges telephones and walkie-talkies have many dead zones, security cameras are covered by scaffolding, and many basements and lobby doors are not secure. In the Union's view, these conditions are untenable and warrant rejection of the proposed alternative work schedule.

The Union asserts the City has yet to seriously address these safety concerns. It acknowledges NYCHA's General Manager, Vito Mustaciuolo, testified to his commitment to address safety issues. However, the Union alleges the City has not made the improvements needed to

maintain a safe workplace for Maintenance Workers assigned to perform services during later and weekend hours under the proposed alternative work schedule. It claims during negotiation of the Caretakers agreement adopting an alternative work schedule, the City promised to make specific repairs to improve worker safety, but has yet to perform those repairs. The Union emphasizes during the hearing, I pressed Mustaciuolo on specific steps he would take to meet the Union's safety concerns for the Maintenance Workers, and asked the parties to keep me abreast of all developments on this issue.

In the Union's view, it is imperative employee safety be addressed before an alternative work schedule is implemented for the Maintenance Workers. It argues the alternative work schedule represents a change from normal, daytime working hours to regularly scheduled, off hour shifts. The Union contends it is only reasonable such a change be preceded by measures to assure the safety of employees required to work the new schedule. It opposes implementation of the alternative work schedule until such time as real safety and security precautions are instituted to protect these employees.

In short, the Union insists the aforementioned rate differential is meritorious and should be awarded. It urges the alternative work schedule be rejected.

The City, on the other hand, argues the terms and conditions of employment set forth in the MOA are fair and equitable and should be awarded, including the alternative work schedule provided. It contends the wage differential sought by the Union should be rejected.

The City maintains the MOA reflects the parties' negotiation of many economic and non-economic issues and conforms to the pattern established in contracts covering sixty seven (67%) percent of City employees. It notes the MOA covers the period of time from December 17, 2017, through January 1, 2022 and provides three (3) wage increases, two (2%) percent on January 17, 2018, two and one - quarter (2.25%) percent on December 17, 2018, and three (3%) percent on March 17, 2020. The City alleges the MOA increases night shift differential to five dollars (\$5.00) per shift and allows for overtime after forty (40) hours in pay status. It emphasizes the MOA increases the new hire rate, increases the amount of its annuity contribution, and integrates letter agreements between the City and the Municipal Labor Committee regarding health savings and welfare fund contributions. The City asserts

the MOA calls for direct deposit for new hires and creates a committee to discuss issues regarding same, including cost free banking options. It alleges the MOA allows the Union to opt these members into the New York State Paid Family Leave program as soon as practicable, and commits to labor-management committee meetings to discuss promotional opportunities for prevailing wage titles.

The City argues for rejection of the proposed wage differential. It contends the differential is financially unacceptable. The City alleges awarding it will increase the economic value of the proposed contract far beyond pattern settlements adopted for the majority of the City's workforce.

The City maintains the proposed wage differential is improperly predicated upon surveys by the Union which were never verified by NYCHA and are based solely upon self reporting by less than half of the Maintenance Workers. It contends such surveys cannot justify an across the board wage increase of more than twenty (20%) percent, which would move the economic value of the Union's proposal well beyond the pattern established for the 2017 - 2021 round of bargaining. The City insists adherence to the established pattern is essential to its ability to fairly and



consistently bargain contracts with each of its collective bargaining units.

The City argues the proposed wage differential is based upon vague claims some Maintenance Workers are performing work outside their job specification. It denies the validity of these claims, and insists the work falls within duties prescribed by the job specification for Maintenance Worker, which include performance of routine maintenance, operation and repair of buildings, structures, and equipment, making minor repairs to electrical, plumbing and heating systems and to masonry, woodwork, flooring and walls, repairing windows and sash, and replacing broken window and door glass. The City points to testimony from Mustaciuolo in support of its position the work cited by the Union actually falls within the duties described in the Maintenance Worker job description and provides no justification for a wage differential.

As further reason for rejecting the Union's wage differential proposal, the City urges the proper forum for resolving the proposal's underlying claims is the grievance procedure already negotiated by the parties, and not through an interest arbitration. It emphasizes the existing grievance procedure explicitly encompasses claims employees are assigned to duties substantially different from those

stated in their job classifications. The City insists the Maintenance Workers' out-of-title claims fall within the parties' grievance procedure and should be resolved there.

For these reasons, the City insists the Union's proposal for a wage differential should be rejected.

The City argues the alternative work schedule is the most vital component of the MOA and should be adopted. It contends this schedule will enable improved responses to residents' work requests and will bring service levels more in line with those provided in the private sector. The City explains limiting repairs to the conventional work day is often not practicable because many residents are not home to provide access. It claims the extended shifts of the alternative work schedule will allow more repairs to be performed on the weekends when residents are more likely to be home.

The City emphasizes an alternative work schedule has already been adopted and implemented for the Caretaker titles represented by the Union. It claims adopting such schedule for the Maintenance Workers will enable improvement of the City's responses to maintenance work requests at a time when its operations are under federal monitoring.

The City does not dispute the Union has reasonable concerns over safety, but contends it is willing to work with the Union to alleviate them. It asserts safety discussions are ongoing, and emphasizes under the MOA, the parties intended such issues be addressed through the labor-management committee already established under the Caretakers agreement.

In the City's view, there is no justification for eliminating the alternative work schedule. It contends savings from the alternative work schedule helped fund other economic items. The City suggests eliminating these savings will make other economic items financially untenable.

In short, the City insists the terms of the April 5, 2019, MOA, including the alternative work schedule, are fair, just and pattern conforming, and should be awarded. It urges the Union's proposal for a \$6.55 per hour wage differential for Maintenance Workers lacks merit and should be rejected.

### **Opinion**

Some preliminary comments are appropriate. As interest arbitrator, I am obligated to make a just and reasonable determination of the parties' dispute.

In this proceeding, there are two (2) unresolved issues, namely:

- 1. The Union's proposal for a wage differential for time spent by Maintenance Workers performing work within the classification of higher paid trades.**
- 2. Whether the alternative work schedule should be implemented.**

Upon my careful consideration of the evidence and arguments presented, I find the first unresolved issue shall be determined by denying the Union's proposal for a wage differential for time spent by Maintenance Workers performing work within the classification of higher paid trades. The claims underlying this proposal fall under the parties' existing grievance procedure and should be determined in that forum. Therefore, I will deny the Union's proposal without prejudice to the merits of the Maintenance Workers' underlying claims in the grievance procedure.

The grievance procedure explicitly provides for resolution of grievances asserting "... a claimed assignment of employees to duties substantially different from those stated in their job classifications". (Joint Exhibit No. 5). Plainly, the claims underlying the Union's proposal fall within this definition. Moreover, those claims are disputed by the City, which contends the survey responses

are from less than half of the Maintenance Workers in the bargaining unit and also argues the work relied upon by the Union falls within the scope of Maintenance Worker duties. It asserts the work in dispute is not substantially different from those specified in the Maintenance Worker job specification. In these contested circumstances, I am persuaded the Union's underlying out-of-title claims should be determined through the grievance procedure, where a full factual record can be developed, conflicting factual claims resolved, and an appropriate remedy devised for any proven violations.

I recognize the Union seeks a wage differential for Maintenance Workers' claimed out-of-title work, commensurate with the levels of compensation paid to other skilled trades performing the same work. However, awarding a permanent wage differential for all Maintenance Workers would not be reasonable, given the record before me. A more robust inquiry is necessary for an out-of-title claim. Clearly, the interest arbitration forum is inadequate to ascertain the necessary evidence. Accordingly, I shall deny the Union's proposal for a wage differential without prejudice to presentation of the Maintenance Workers' underlying out-of-title work claims through the grievance procedure.

As to the second unresolved issue, I find the alternative work schedule set forth in the MOA shall be awarded. However, the record demonstrates reasonable safety concerns still exist for Maintenance Workers who will be assigned to the alternative work schedule. Therefore, I also find continued oversight is necessary, and will be provided in this Award through retained jurisdiction.

The parties do not dispute the importance of the proposed alternative work schedule to NYCHA's mission of improving its operations. After all, the record demonstrates NYCHA faces significant challenges in filling service requests for maintenance and repair from residents living in the dwelling units of its aging buildings and infrastructure. (Transcript p. 110). Substantial numbers of work orders have been closed without completion due to residents not being home during the traditional 8:00 A.M. to 4:30 P.M. working hours of Maintenance Workers. (Transcript p. 112). The City has credibly demonstrated its need for expanded hours beyond the traditional work day, to enable completion of maintenance and repairs at times when residents are more predictably at home. Both parties are interested in residents receiving the level of service they deserve. I find the alternative work schedule provided by

the MOA is an appropriate response to meet this important need.

However, I am troubled by the testimony I heard at the hearing held October 1, 2029 and Union's February 6, 2020, report indicating significant safety concerns over the proposed schedule may remain unaddressed. During the hearing, safety concerns over the alternative work schedule were brought into sharp focus. (Transcript p. 118, 124-5, 152). I required the parties to update me about their discussions and development of measures to alleviate the Union's specific safety concerns. (Transcript p. 126-127, 150). At the close of the hearing, I anticipated a provision for monitoring might well be necessary, and stated:

And perhaps, in your briefs, I would like you to address this issue of safety and some ideas perhaps about if I decide to award the alternate work schedule, the kind of monitoring and measurements we could have to make sure that people are working, if this comes to fruition, in a safe environment, which is a touchstone for me in this case.

(Transcript p. 154).

Unfortunately, many of the worker safety concerns identified during the hearing appear to have not been remediated at all locations where Maintenance Workers are assigned. Despite several meetings and discussions over

potential solutions, the evidence suggests there has not been full implementation of the necessary measures.

Therefore, it is necessary to provide for monitoring in order to make sure a safe environment is achieved and maintained during all hours of the alternative work schedule. To that end, should the Union assert the labor-management committee has not ameliorated its general or specific concerns, Scheinman Arbitration and Mediation Services shall retain jurisdiction to hear and determine any disputes that may arise involving worker safety under the alternative work schedule at NYCHA locations.

Finally, I find the City's proposal to award the other provisions of the April 5, 2019, MOA, meritorious. I have reviewed the terms of the MOA and find them to be just, reasonable and consistent with the pattern of bargaining established for the majority of City employees. Accordingly, the terms set forth in the April 5, 2019, will be awarded.

All other issues beyond those discussed above have been resolved by the parties.

For all the foregoing, the Union's proposal for a wage differential for time spent by Maintenance Workers performing work within the classification of higher paid trades is denied, without prejudice to presentation of the

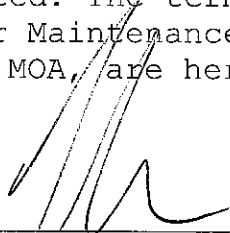


Maintenance Workers' underlying out-of-title claims through the parties' grievance procedure. The Union's proposal to reject implementation of the alternative work schedule is denied. Jurisdiction is retained by Scheinman Arbitration and Mediation Services to hear and determine any disputes which may arise involving worker safety under the alternative work schedule at NYCHA locations. The City's proposal to adopt all of the terms of the April 5, 2019, MOA, is granted.

**AWARD**

1. The Union's proposal for a wage differential for time spent performing work within the classification of higher paid trades is denied, without prejudice to the Union's right to present the Maintenance Workers' underlying out-of-title claims through the parties' grievance procedure.
2. The Union's proposal to reject implementation of the alternative work schedule is denied. Scheinman Arbitration and Mediation Services shall retain jurisdiction to hear and determine any disputes which may arise involving worker safety under the alternative work schedule at NYCHA locations.
3. The City's proposal to adopt all of the terms of the April 5, 2019, MOA, is granted. The terms and conditions of employment for Maintenance Workers set forth in the April 5, 2019, MOA, are hereby awarded.

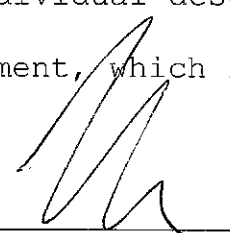
February 27, 2020.

  
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Martin F. Scheinman, Esq.  
Interest Arbitrator

STATE OF NEW YORK       )  
                                  )       ss.:  
COUNTY OF NASSAU       )

I, MARTIN F. SCHEINMAN, ESQ., do hereby affirm upon my oath as Arbitrator that I am the individual described herein and who executed this instrument, which is my Award.

February 27, 2020.

  
\_\_\_\_\_  
Martin F. Scheinman, Esq.  
Interest Arbitrator