

AGREEMENT made as of *May 21, 1990*, between the
NEW YORK CITY HOUSING AUTHORITY, (hereinafter referred to as the
"Authority") and Local 1180, Communication Workers of America,
AFL-CIO, (hereinafter referred to as the "Union"):

WHEREAS, the Union has been certified as the exclusive
bargaining representative for employees of the City in the titles
listed in Appendix "A" of this Agreement, and as a result of
collective bargaining between the City and the Union, and in
accordance with the terms of the City-wide Contracts between the
City and the Union covering the periods from July 1, 1984 to
June 30, 1987 and July 1, 1987 to June 30, 1990 which among other
things, provide for the payment of supplemental benefits in the
form of contributions to a welfare fund; and

WHEREAS, said agreements provide for payments on behalf of
employees in the titles specified above (hereinafter referred to
as "covered employees") to provide supplemental benefits to said
covered employees; and

WHEREAS, the Union agrees to receive such payments made by the
Authority pursuant to this Agreement on behalf and for the benefit
of the covered employees,

WHEREAS, the Union has established Local 1180 Communication
Workers of America Security Benefits Fund (hereinafter referred to
as the "Fund") to provide the benefits hereinafter set forth for
each incumbent covered employees;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. This Agreement is entered into for the benefit of each employee actively employed in the covered titles and each such covered employee shall have a right to enforce the obligations of the Union and/or the Fund under the terms of this Agreement.

2. (a) The Authority agrees to provide and the Union agrees to accept on behalf of each incumbent covered employee, whether a Union member or not, the following amounts for the following specified periods of time:

\$625.00 per annum	July 1, 1984 - June 30, 1985
\$675.00 per annum	July 1, 1985 - June 30, 1986
\$ 25.00 per annum	Lump sum payment - June 30, 1986
\$725.00 per annum	July 1, 1987 - June 30, 1988
\$775.00 per annum	July 1, 1988 - June 30, 1989
\$825.00 per annum	July 1, 1989 - June 30, 1990

Said payments shall be provided by the Authority for each such covered employee, (or for the pro-rata share thereof applicable to each such covered employee during the term of this Agreement for a period less than the full term of this Agreement) to be paid by the Union into the Fund and the Union agrees to provide from such Fund for each such covered employee for whom such sums are paid, the supplementary benefits described in the schedule marked Appendix "B" annexed to this Agreement, for the period of employment by the Authority of such covered employee during the period from July 1, 1984 through June 30, 1990, and/or such other supplementary benefits as may be mutually agreed upon between the Authority and the Union. The supplementary benefits described in the Schedule marked Appendix "B" annexed to this Agreement, shall not be reduced except as may be mutually agreed upon between the

parties hereto. All expenditures from such Fund shall be subject to periodic audit by the Controller of the Authority.

(b) In order to enable the Union to receive, as promptly as possible, monthly payments of the amounts described in paragraph (a) of this Section 2 payments will be made in accordance with the following procedures:

(i) One-twelfth of the annual sum payable on behalf of each employee covered by this Agreement whose name appears on the first Authority payroll of each month as a covered employee in the period covered by the said payroll, will be paid for each month within the terms of this Agreement as provided herein.

(ii) On or before the 15th day of each month during the term of this Agreement, the Authority will pay an amount computed by multiplying the number of covered employees by the following amounts for the following specified periods of time:

\$52.085 per month	July 1, 1984 - June 30, 1985
\$56.25 per month	July 1, 1985 - June 30, 1986
\$60.416 per month	July 1, 1987 - June 30, 1988
\$64.483 per month	July 1, 1988 - June 30, 1989
\$68.75 per month	July 1, 1989 - June 30, 1990

Such payment for each such preceding month will constitute a payment on the gross amount due for each such month under the formula prescribed in item (i) hereof.

(c) The Authority and the Union agree that payment of the gross amount computed as provided in item (i) of Section 2(b) will constitute full and complete payment to the Union for the month in which the payroll referred to in said item (i) occurs, on account of all employees covered by this Agreement during such month, and

that neither party shall have any right or claim whatsoever as against each other for any underpayment or overpayment of the sums required to be paid by the Authority pursuant to Section 2 (a) which may result from any payment or payments made in accordance with the formula prescribed in item (i) of Section 2(b). The foregoing will not be construed to bar adjustments resulting from correction or error made pursuant to Section 2 of the Agreement.

(d) It is further understood and agreed by the parties to this Agreement, that such Fund will be held and managed by the Trustees thereof, under the terms and provisions of a Declaration of Trust or Trust Agreement or other instrument to which the Trustees and the Union will be parties. The Union hereby further agrees that nothing in said Declaration of Trust, Trust Agreement or other instrument shall be inconsistent with or contradict any of the terms and provisions of this Agreement.

(e) The Trustees of the Fund shall be responsible for the maintenance of accurate records of its books and accounts in conformance with generally accepted accounting principles.

(f) The Trustees of the Fund shall file in the Office of the Controller of the Authority within five months after the close of the fiscal year used in maintaining the records of such Fund, a statement, to be known as the annual report of such Fund, executed in duplicate, subscribed by its Trustee, or if there is more than one Trustee then by at least two of such Trustees and affirmed by such Trustees as true under the penalties of perjury, showing its condition and affairs during such fiscal year. Such statement

shall be in such form and contain such substantiation by vouchers and otherwise and such other information that the Controller of the Authority shall from time to time prescribe. Nothing in this paragraph shall prohibit the filing by the Trustees of any statement or report, in the Office of the Controller of the Authority in partial or full compliance with the terms of this paragraph, provided that such statement or report is required to be and has been filed with any other agency pursuant to any New York State or Federal Law and the Controller of the Authority consents in writing to such partial or full substitution.

Such annual report shall be kept on file at the principal office of the Trustees and a copy of such report shall be mailed to each employee covered by the Fund. It is the responsibility of the Trustees of the Fund to monitor the accounts and other activities of any insurance company, hospital, surgical or medical service plan providing benefits under such Fund.

Nothing in this paragraph shall prohibit the filing by the Trustees of any statement or report, in the office of the Controller of the Authority, in partial or full compliance with the terms of this paragraph, provided that such statement or report is required to be and has been filed with any other agency pursuant to any New York State or Federal Law and the Controller of the Authority consents in writing to such partial or full substitution.

(g) The Trustees of the Fund shall be responsible in a fiduciary capacity for all money, property or other assets received, managed or disbursed by them or under their authority on

behalf of such Fund.

(h) The Fund, the Union, each Trustee of the Fund, and every other officer or employee of the Fund or of the Union is prohibited from receiving directly or indirectly any payment, commission, loan or other thing of value from any insurance company, insurance agent, insurance broker or any hospital, surgical, dental or medical service plan, or any corporate trustee or agency holding or administering any part of the Fund, in connection with the solicitation, sale, service or administration of a contract providing employee benefits for such Fund; and from receiving any payment, commission, loan, service or any other thing of value from such Fund, or which is charged against such Fund or would otherwise be payable to such Fund, either directly or indirectly except that any such person may receive from such Fund reasonable compensation for necessary services and expenses rendered or incurred by him in connection with his official duties as such; provided that nothing contained in this sub-paragraph shall affect the payment of any dividend or rate credit or other adjustment due under the terms of any insurance or annuity contract.

(i) The Trustees of the Fund are prohibited from employing or retaining or continuing to employ or retain any person if such employment or retention involves a conflict of interest which is not in the best interests of the Fund or adversely affects the interests of the covered employees, provided however, that the Trustees may require, authorize or approve any transaction or transactions otherwise prohibited by this sub-paragraph upon a

finding, expressly set forth in the resolution requiring, authorizing or approving such transaction or transactions, that the transaction or transactions promote or will promote the best interests of the Fund and do not or will not adversely affect the interests of the covered employees.

(j) The Fund shall not pay any premium on a covering policy except by check payable to the insurance company directly.

(k) No political contributions shall be made directly or indirectly from the Fund.

(l) Such other provisions as may be necessary or desirable to effectuate the purposes of this Agreement.

3. The Union agrees to comply with all city, state or federal laws applicable to the said Fund, and to take all steps necessary for such compliances.

4. The liability of the Authority for each employee in the positions as set forth in Schedule "A" shall in no event exceed the sum or appropriate pro-rata share thereof specified in Section "2", irrespective of any upward modification, by reason of increase in costs, increase in insurance premium, other insurance penalty, addition thereto of any other benefit, or for any other anticipated or unforeseen reasons, and the amount of contributions by the Authority during the term of this Agreement shall be limited solely to the payment of the aforesaid sum or appropriate pro-rata share thereof as provided herein.

5. The Union hereby agrees that the Authority and/or its officials and employees individually and collectively shall not be

liable for any mistake, error of judgment, embezzlement, defalcation or any other wrongdoing or misfeasance, whether intentional, negligent or otherwise, or any other act of omission, commission, misfeasance or malfeasance of the Union or any of its officers or agents or employees in the receipt and/or transmission of the aforesaid sum and/or in the operation or administration of the Fund and/or for any failure or omission of the Union, for any reason whatsoever, to carry out the terms of this Agreement in part or in whole for the benefit of each such covered employee. The Union hereby further agrees to hold the Authority, and/or its officials and employees harmless against any claim whatsoever except for default of the Authority with respect to its obligation under this Agreement arising out of the receipt and/or transmission of the aforesaid sums and/or in the operation or administration of such Fund or out of the failure or omission of the Union for any reason whatsoever to carry out the terms of this Agreement in part or in whole for the benefit of each such covered employee.

6. The Union agrees that it will publicize and disseminate to all employees covered under this Agreement, whether members of the Union or not, full and complete information concerning this Agreement including, but not necessarily limited to, the following matters:

- a. Benefits provided for under this Agreement and eligibility requirements.
- b. Procedures including the filing of applications.
- c. Where and when information may be obtained concerning such

benefits.

In administering this Agreement, the Union shall not discriminate between members and non-members, and all information and applications shall be made readily available to all employees.

Procedures embodying the foregoing shall be submitted by the Union to the Authority for approval within thirty (30) days after execution of this Agreement.

7. Since the titles covered by this Agreement are City-wide (non-unique to the Authority) and the City of New York is making payments in the same amounts into the Fund provided for herein for its employees in such title under an agreement substantially similar to this Agreement, the Union recognizes that to avoid duplication of administration under such agreement, the Authority may delegate or assign its powers and functions under this Agreement to the City of New York.

8. Disputes between the Authority and the Union concerning this interpretation, application, or alleged violation of this Agreement shall be submitted for arbitration in accordance with the procedures for arbitration set forth in the rules of the office of Collective Bargaining provided, however, that any issue or dispute concerning the interpretation, application or alleged violation of section 2(e), 3 and 5, of this Agreement shall not be subject to arbitration and provided, further, that whereas the Authority has an interest in the proper administration of the welfare fund for the benefit of the covered employees, the Authority shall have the right to elect to bring a legal action any time with regard to any

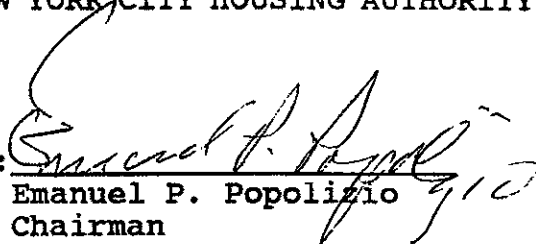
mishandling of funds, any failure to account properly for funds or any discrimination with respect to the administration of the Fund.

9. The term of this Agreement shall be from July 1, 1984 through June 30, 1990.

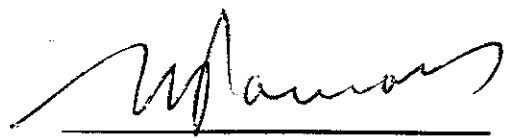
10. IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the date first above written.

NEW YORK CITY HOUSING AUTHORITY

By:

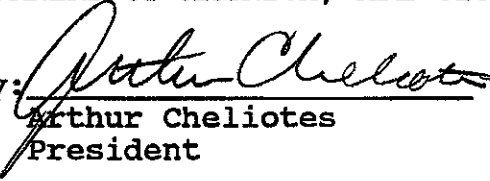

Emanuel P. Popolizio
Chairman

(SEAL)
Attest:

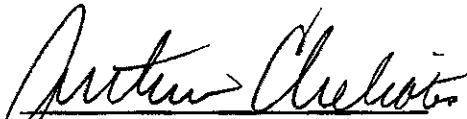

Norman Parnass
Secretary

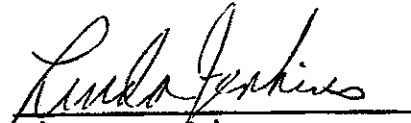
LOCAL 1180, COMMUNICATION
WORKERS OF AMERICA, AFL-CIO


By:

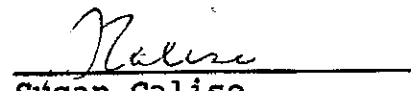

Arthur Cheliotis
President


Attested by the following as Trustees of Local 1180,
Communication Workers of America Security Benefits Fund (Welfare
Fund).


Arthur Cheliotis
Trustee


Linda Jenkins
Trustee


William Henning
Trustee


Susan Calise
Trustee


Elaine Allman
Trustee

APPENDIX "A"

EMPLOYEES COVERED UNDER THE
AGREEMENT BETWEEN NEW YORK
CITY HOUSING AUTHORITY AND
COMMUNICATIONS WORKERS OF
AMERICA, LOCAL 1180, AFL-CIO

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