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Contract Database Metadata Elements

Title: **Municipal Housing Authority for City of Yonkers and Yonkers Housing Unit, International Brotherhood of Teamsters (IBT), AFL-CIO, Local 456 (2005) (MOA)**

Employer Name: **Municipal Housing Authority for City of Yonkers**

Union: **Yonkers Housing Unit, International Brotherhood of Teamsters (IBT), AFL-CIO**

Local: **456**

Effective Date: **01/01/05**

Expiration Date: **12/31/07**

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REAT

2005-2007

GEN/7183

MEMORANDUM OF AGREEMENT

In consideration of the mutual promises contained in the Collective Bargaining Agreement by and between The Municipal Housing Authority for the City of Yonkers (the "Employer" or the "Authority") with administrative offices at 1511 Central Park Avenue, Yonkers, New York 10710 and Local 456 International Brotherhood of Teamsters, AFL-CIO (the "Union") with offices at 160 South Central Avenue, Elmsford, New York 10523 which, by its terms, expired on December 31, 2004, the parties agree to continue said Agreement, including all attached documents, unchanged in all respects for the period January 1, 2005 through December 31, 2007, except as follows:

1. Application of the terms of this Agreement.
 - A. Unless otherwise expressly stated in this Agreement, the contract changes agreed to herein shall be effective as of the start of the pay period following ratification of this Agreement. In addition, all such economic increases and/or contract changes specified to be effective as of a date prior to, contemporaneously with, or subsequent to, the effective date of this Agreement, shall be effective as of the start of the pay period closest to the specified effective date.
 - B. All contract changes agreed to herein shall apply solely to employees who are employed by the Employer on or after the date that this Agreement is ratified by the parties.

This Agreement shall be binding upon the Employer only if, and only to the extent that, it is not voided and/or denied requisite funding, in whole or

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in part, by the Department of Housing and Urban Development and/or any other applicable government/statutory authority(s).

- D. Should any provision of this Agreement be voided and/or declared unenforceable pursuant to Subsection C. above, the remaining terms and conditions of this Agreement shall remain in full force and effect throughout the duration of this Agreement.

2. **ARTICLE III COMPENSATION: Section 1. Salaries** shall be amended to state:

- A. Except as provided for in paragraph B. below, employees shall be compensated in accordance with the provisions contained in Appendix "A" of the prior agreement between the Union and the Authority.
- B. The Union shall have the right to reopen negotiations and propose revisions in the wage schedule stated in Appendix "A" only, if monies become available to the Employer for such wage increases.
- C. The parties understand and agree that the Employer is, and shall be, under no obligation to negotiate any or all of the Union's proposal(s), except for salary and compensation, should the Union exercise its right to reopen the contract regarding the wage schedule as stated in Appendix "A".

3. **ARTICLE VIII LEAVES: Section 5. Jury Duty.** This Section shall be amended to read:

“Where an employee is assigned to jury duty in any local, state, or federal court, he/she shall . . .”

4. **ARTICLE XIX TERMS OF AGREEMENT** shall be amended to state:

Section I. Duration.

The terms of this Agreement shall be for a period of three (3) years commencing January 1, 2005 and terminating December 31, 2007.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year as written below.

**LOCAL 456,
INTERNATIONAL BROTHERHOOD
OF TEAMSTERS, AFL-CIO**

By: Edward Doyle, Jr.
Edward Doyle, Jr., President

Date: 6/8/07

**THE MUNICIPAL
HOUSING AUTHORITY
FOR THE CITY OF YONKERS**

Joseph Shuldiner
Joseph Shuldiner, Executive Director

4/10/07