

ARBITRATION BEFORE
ARBITRATOR JAY NADELBACH

X
In the Matter of Arbitration Between

TECHNICAL, OFFICE AND PROFESSIONAL
UNION, LOCAL 2110 UAW, AFL-CIO,

PERB Case No. A2020-256

-and-

NEW YORK STATE HOMES AND COMMUNITY
RENEWAL, STATE OF NEW YORK MORTGAGE
AGENCY, AFFORDABLE HOUSING
CORPORATION, and HOUSING FINANCE AGENCY.

(Wage Increase Deferrals)

X

SETTLEMENT AGREEMENT

This Agreement is made by and between TECHNICAL, OFFICE AND PROFESSIONAL UNION, LOCAL 2110 UAW, AFL-CIO ("Union") and the STATE OF NEW YORK MORTGAGE AGENCY ("SONYMA"), the AFFORDABLE HOUSING CORPORATION ("HFA"), and the HOUSING FINANCE AGENCY ("HFA"), (collectively, New York State Homes and Community Renewal, "HCR").

WHEREAS, HCR deferred wage increases due to go into effect May 1, 2020 under the parties' Collective Bargaining Agreements;

WHEREAS, the Union timely grieved the wage increase deferral and moved the grievance to arbitration; and

WHEREAS, the parties wish to resolve their dispute and avoid the risks and expense of arbitration;

NOW, THEREFORE, in consideration of these premises and in exchange for other good



and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

1. HCR shall, within 45 days of the execution of this Agreement, for all bargaining unit members: (1) implement the wage increases due under the applicable collective bargaining agreements and (2) provide retroactive pay for the lost value of the increases from May 1, 2020 through the date that the increase is implemented. The retroactive payment shall be calculated on all components of pay, including but not limited to straight time hours, overtime hours, vacation buyout pay and cash-in for wellness pay.

2. HCR shall waive any claim to retroactive increases in health insurance premium contributions but shall increase health insurance premium contributions, to the extent permitted by the applicable collective bargaining agreements, on or after the date that the deferred wage increases are implemented. The Union shall waive any claim to interest on the retroactive payments.

3. HCR shall pay the full fee to Arbitrator Jay Nadelbach for the late cancellation of the hearing scheduled in this matter.

4. In consideration of the above, the Union shall withdraw the grievance and demand for arbitration with prejudice.

5. The parties acknowledge that they have entered into this Agreement voluntarily and in order to avoid the time and expense of additional proceedings. Nothing in this Agreement shall be construed as an admission of wrongdoing by either party. This Agreement shall not set a precedent or be used in any future proceedings between the parties, except a proceeding to enforce the terms of this Agreement.



6. This Agreement contains the entire agreement between the parties. This Agreement may be modified only by a writing signed by the parties. This Agreement is to be governed by the laws of the State of New York without regard to its choice of law provisions. Any dispute concerning the implementation or enforcement of this Agreement will go to Arbitrator Nadelbach for resolution.

7. This Agreement becomes effective upon execution by the parties. This Agreement may be executed in counterparts, and scanned copies shall be considered as originals.

TECHNICAL, OFFICE AND
PROFESSIONAL UNION, LOCAL
2110 UAW, AFL-CIO

NEW YORK STATE HOMES AND
COMMUNITY RENEWAL, STATE OF NEW
YORK MORTGAGE AGENCY,
AFFORDABLE HOUSING CORPORATION,
and HOUSING FINANCE AGENCY

By: 
MICHAEL CINQUINI

By: 
ERICA PITUCCI

Date: 5/5/2021

Date: 4/30/21

