

CBU 49

**2007-2011
Memorandum of Understanding
Between
The City of New York
and
The Uniformed Sanitationmen's Association**

MEMORANDUM OF UNDERSTANDING made this 13th day of July, 2007, ("2007-2011 USA MOU"), by and between the undersigned Uniformed Sanitationmen's Association, Local 831, IBT (the "Union"); and the City of New York (the "City").

WITNESSETH

WHEREAS, the undersigned parties desire to enter into a collective bargaining agreement, including this 2007-2011 Uniformed Sanitationmen's Association Memorandum of Understanding ("2007-2011 USA MOU"), and an agreement successor to the Agreement terminating on March 1, 2007, to cover the employees represented by the Union ("Employees");

WHEREAS, the undersigned parties intend by this 2007-2011 USA MOU to cover all economic matters including wages and differentials, and to incorporate the terms of this 2007-2011 USA MOU into the Successor Separate Unit Agreement covering the period from March 2, 2007 through September 20, 2011;

NOW, THEREFORE, it is jointly agreed as follows:

Section 1. Term

The term of the successor collective bargaining agreement shall cover the period from March 2, 2007 through September 20, 2011.

Section 2. Continuation of Terms

The terms of the predecessor separate unit agreement, including side letters, shall be continued, except as modified pursuant to this 2007-2011 USA MOU.

Section 3. General Wage Increase

- a. Effective March 2, 2007, incumbent Employees shall receive a general increase of four percent (4%).
- b. Effective March 2, 2008, incumbent Employees shall receive a general increase of four percent (4%).
- c. Effective August 21, 2009, incumbent Employees shall receive a general increase of four percent (4%).
- d. Effective August 21, 2010, incumbent Employees shall receive a general increase of four percent (4%).

- e. The increases provided for in Section 3 shall be calculated as follows:
- i. The general increase in Section 3(a) shall be based upon the base rates (including salary or increment salary schedules) in effect on March 1, 2007.
 - ii. The general increase in Section 3(b) shall be based upon the base rates (including salary or increment salary schedules) in effect on March 1, 2008.
 - iii. The general increase in Section 3(c) shall be based upon the base rates (including salary or increment salary schedules) in effect on August 20, 2009.
 - iv. The general increase in Section 3(d) shall be based upon the base rates (including salary or increment salary schedules) in effect on August 20, 2010.
 - v. Notwithstanding the provisions set forth in Section 3, the appointment rate for any Employee newly hired on or after March 2, 2007 shall be in accordance with Section 4 ("New Hires") of the 2007-2011 USA Agreement.

Section 4. New Hires

For Sanitation Workers Hired on or after March 2, 2007 (See: Note)

	Effective <u>3/2/07</u>	Effective <u>3/2/08</u>
Upon completion of 5-1/2 years of employment (Basic)	\$59,688	\$62,076
Upon completion of 4-1/2 years of employment	\$51,000	\$53,040
Upon completion of 3-1/2 years of employment	\$40,000	\$41,600
Upon completion of 2-1/2 years of employment	\$35,600	\$37,024
Upon completion of 1-1/2 years of employment	\$33,300	\$34,632
Upon completion of six months of employment	\$32,043	\$33,325
First six months of employment (Annualized)	\$30,000	\$31,200

(Note: Effective March 2, 2007, Employees hired on or after January 1, 2006 shall be covered by the above salary schedule.)

Section 5. Welfare Fund

- a. Effective March 2, 2007, there shall be an increase in the City's contribution to the active welfare fund in the prorata amount of \$100 per annum.
- b. Effective March 2, 2007, there shall be an increase in the City's contribution to the retiree welfare fund in the prorata amount of \$300 per annum.

Section 6. Compensation Accrual Fund

- a. Effective July 1, 2007, there shall be an increase in the City's contribution to the Uniformed Sanitationmen's Association Compensation Accrual Fund (formerly or currently

known as the Uniformed Sanitationmen's Association Annuity Fund) fund in the amount of \$3.00 per day.

b. Effective April 2, 2008, there shall be an increase in the City's contribution to the Uniformed Sanitationmen's Association Compensation Accrual Fund (formerly or currently known as the Uniformed Sanitationmen's Association Annuity Fund) fund in the amount of \$2.00 per day for employees with fifteen (15) or more years of service.

c. The incremental contributions in Section 6. a. and b., above, respectively, shall be increased by any future across-the board wage increases.

Section 7. Additional Paid Holiday

Effective January 2008, Martin Luther King, Jr.'s Birthday shall be included in the list of holidays referenced in Article III, Section 4. (c) and Article V, Section 3. of the collective bargaining agreement.

Section 8. Additional Compensation Fund

Effective September 21, 2010, the bargaining unit shall have available funds of 1.59% in rate to enhance the underlying steps of the pay plan for new hires and/or to purchase recurring benefits, mutually agreed to by the parties, other than to enhance the general wage increases set forth in Section 3.

Effective August 21, 2011, the bargaining unit shall have available funds of 0.4063% in rate to enhance the underlying steps of the pay plan for new hires and/or to purchase recurring benefits, mutually agreed to by the parties, other than to enhance the general wage increases set forth in Section 3.

The Parties agree to commit, in totality, 0.4063% of the amount of these available funds to be applied to enhance the underlying steps of the pay plan for new hires.

The funds available shall be based on the applicable payroll, including spinoffs and pensions.

Section 9. Retroactivity

In the event that any payment is not paid on the date due under this 2007-2011 USA MOU, such payment when made shall be paid retroactive to such date due.

Section 10. Conditions of Payment

The general wage increases pursuant to Section 3 of this 2007-2011 USA MOU shall be payable as soon as practicable upon ratification of the 2007-2011 USA Agreement.

Section 11. Incorporation of Certain Provisions

The general wage increase provided in this 2007-2011 USA MOU shall be deemed incorporated into the Successor Unit Agreement as if it had been originally contained therein.

Section 12. Prohibition of Further Economic Demands

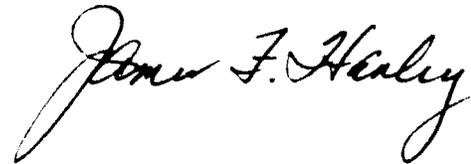
No Party to this agreement shall make additional economic demands during the term of the 2007-2011 USA Agreement.

Section 13. Ratification

The terms of this 2007-2011 USA MOU are subject to agreement by the City and ratification by the Union.

Section 14. Savings Clause

In the event that any provision of this MOU is found to be invalid, such invalidity shall not impair the validity and enforceability of the remaining provisions of this 2007-2011 USA MOU.





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

JAMES F. HANLEY
 Commissioner
PAMELA S. SILVERBLATT
 First Deputy Commissioner

Mr. Harry Nespoli
 President
 Uniformed Sanitationmen's Association
 Local 831, IBT
 23-25 Cliff Street
 New York, NY 10038

Re: Agreement covering the period from March 2, 2007 through September 20, 2011

Dear Mr. Nespoli:

Effective upon ratification, there will be an assignment differential, not to exceed 12% above the basic maximum salary, payable in accordance with the schedule shown below, to certain Sanitation Workers detailed on "special assignment" in the Citywide Transportation Unit (CTU) upon satisfactory completion of a twenty-four month review period in CTU.

Criteria:

- Employee must have 24 months of satisfactory service in CTU before eligibility begins for differential
- Special Assignment is revocable without review/appeal; non-transferable, i.e., at Commissioner's discretion; assignment differential ends when assignment ends
- Employee must maintain all licenses, certifications, etc. required during assignment to CTU

Effective Date	<u>3/2/2007</u>	<u>3/2/2008</u>	
Basic Maximum	\$59,688	\$62,076	
"Special Assignment" - CTU			
after 6 months	\$61,479	\$63,938	3%
after 12 months	\$63,269	\$65,801	6%
after 18 months	\$65,060	\$67,663	9%
after 24 months	\$66,851	\$69,525	12%

Very truly yours,

James F. Hanley
 James F. Hanley
 Commissioner

Agreed and Accepted on Behalf of Local 831, IBT

BY: *Harry Nespoli*
 Harry Nespoli
 President



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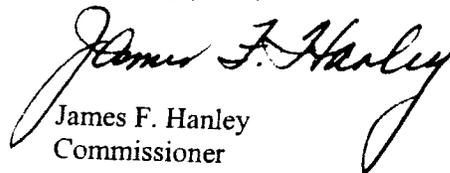
Re: Agreement covering the period from March 2, 2007 through September 20, 2011

Dear Mr. Nespoli:

If another uniformed collective bargaining unit has an adjustment made to their salary schedule through the collective bargaining or arbitration process or otherwise during the time period covering March 2, 2007 through September 20, 2011, which results in a greater percentage wage increase, then, at the Uniformed Sanitationmen's Association's request, this agreement will be reopened for the purposes of negotiating the effect of that adjustment – through the final steps of the bargaining process.

If the above conforms to your understanding, please execute the signature line below.

Very truly yours,


James F. Hanley
Commissioner

Agreed and Accepted on Behalf of Local 831, IBT

BY: 
Harry Nespoli



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First Deputy Commissioner

Mr. Harry Nespoli
President
Uniformed Sanitationmen's Association
Local 831, IBT
23-25 Cliff Street
New York, NY 10038

Re: Agreement covering the period from March 2, 2007 through September 20, 2011

Dear Mr. Nespoli:

This is to confirm our mutual understanding and agreement regarding the establishment of a Supplemental Annuity Fund to provide supplemental benefits to Sanitation Workers, represented by the Uniformed Sanitationmen's Association ("USA"), who have attained a normal service retirement after twenty (20) years of service.

Effective July 1, 2009, the City of New York shall calculate and remit a lump-sum contribution in the amount of \$323.88 per active employee as of that date to the Supplemental Annuity Fund to be established to provide the supplemental benefit for this category of retirees. Thereafter, the annual lump-sum amount to be contributed shall be adjusted by any future across-the board wage increases and shall be predicated on the active headcount as of the cycle used for the payment of annuity monies encompassing the July 1 date in each succeeding year and paid in accordance with the terms of the supplemental agreement. These amounts shall be paid into a separate Supplemental Annuity Fund maintained for this purpose. The Fund shall be maintained in accordance with the provisions of a supplemental agreement to be entered into between the City and the Union approved as to form by the Corporation Counsel and shall be subject to periodic audit by the Comptroller of the City of New York.

In the event that enabling legislation is required to achieve the above outcome, the City and the Uniformed Sanitationmen's Association agree to jointly support such legislation subject to approval by both the City and the union of the language and other terms of the said legislation and the understanding that the City shall not bear any other costs of the benefit improvement except to provide the annual amount set forth herein. In such case, the provisions of the above agreement shall not become final and binding unless and until the State Legislature and the Governor enact into law the provisions of the enabling legislation. In the event that the parties are unable to effectuate the above, the parties agree to meet to discuss what actions that might be necessary or to determine a substitute benefit of equivalent value.

In the event that this agreement jeopardizes the tax qualifications of the City's pension systems, the City and the Uniformed Sanitationmen's Association agree to jointly work to resolve such issues, and, if necessary, to renegotiate the terms of this agreement.

If the above conforms to your understanding, please execute the signature line below.

Very truly yours,


James F. Hanley
Commissioner

Agreed and Accepted on Behalf of Local 831, IBT

BY: 
Harry Nespoli
President