

2011 – 2019 Sanitation Workers Memorandum of Economic Agreement

MEMORANDUM OF ECONOMIC AGREEMENT made this 1st day of May, 2015, by and between Uniformed Sanitationmen's Association, Local 831, International Brotherhood of Teamsters ("the Union") and the City of New York ("the Employer");

WITNESSETH

WHEREAS, the undersigned parties desire to enter into a collective bargaining agreement, including this economic agreement and an agreement successor to the existing unit agreement expiring on September 20, 2011; and

WHEREAS, the undersigned parties intend by this agreement to cover all cost-related matters and to incorporate the terms of this agreement into the Separate Unit Agreement,

NOW, THEREFORE, it is jointly agreed as follows:

Section 1. Term.

The term shall be from September 21, 2011 to January 19, 2019.

Section 2. Continuation of Terms.

All terms of the Predecessor Separate Unit Agreement shall be continued except as modified pursuant to this agreement.

Section 3. Prohibition of Further Economic Demands.

No party to this agreement shall make further economic demands during the term of this agreement.

Section 4. General Wage Increase

- a. The general increases, effective as indicated, shall be:
 - (i) Effective on September 21, 2011 Employees shall receive a rate increase of 1.00%.
 - (ii) Effective on March 21, 2013, Employees shall receive an additional rate increase of 1.00%.
 - (iii) Effective on March 21, 2014, Employees shall receive an additional rate increase of 1.00%.

- (iv) Effective on March 21, 2015, Employees shall receive an additional rate increase of 1.00%.
- (v) Effective on March 21, 2016, Employees shall receive an additional rate increase of 1.50%.
- (vi) Effective on June 2, 2017, Employees shall receive an additional rate increase of 2.50%.
- (vii) Effective on June 2, 2018, Employees shall receive an additional rate increase of 3.00%.

b. The increases provided for in this Section 4 a. shall be calculated as follows:

- (i) the increases in Section 4a. (i) shall be based upon the base rates (which shall include salary or incremental schedules) of the applicable titles in effect on September 20, 2011.
- (ii) the increases in Section 4a. (ii) shall be based upon the base rates (which shall include salary or incremental schedules) of the applicable titles in effect on March 20, 2013.
- (iii) the increases in Section 4a. (iii) shall be based upon the base rates (which shall include salary or incremental schedules) of the applicable titles in effect on March 20, 2014.
- (iv) the increases in Section 4a. (iv) shall be based upon the base rates (which shall include salary or incremental schedules) of the applicable titles in effect on March 20, 2015.
- (v) the increases in Section 4a. (v) shall be based upon the base rates (which shall include salary or incremental schedules) of the applicable titles in effect on March 20, 2016.
- (vi) the increases in Section 4a. (vi) shall be based upon the base rates (which shall include salary or incremental schedules) of the applicable titles in effect on June 1, 2017.

- (vii) the increases in Section 4a. (vii) shall be based upon the base rates (which shall include salary or incremental schedules) of the applicable titles in effect on June 1, 2018.
- c. The increases provided in this Section 4 shall be applied to the base rates and salary grades fixed for the applicable titles.

Section 5. Ratification Bonus

A lump sum cash payment in the amount of \$1,000 shall be payable as soon as practicable upon ratification of the Agreement to those employees who are on payroll as of the date of ratification. The lump sum cash payment shall be pensionable, consistent with applicable law.

Section 6. Labor/Management Committee on Productivity

A.

The parties agree to discuss and review the existing productivity programs. This shall include in the collection program the impact of the current level of refuse and recycling, and the impact of an organic waste program. This review may result in increasing, maintaining or decreasing the number and allocation of trucks; and/or the development of associated productivity targets or a single district target.

B.

The review of the existing "dumping on shift" program will include a discussion of the expansion of the program and the gainsharing allocation.

Section 7. Article V, Section 2(b) - Annual Leave Schedule

The parties agree that effective January 1, 2016, employees after the tenth year of service shall receive one (1) additional day of annual leave, or twenty-six (26) total, and effective January 1, 2017 employees after the fifteenth year of service shall receive a total of twenty-seven (27) days.

Section 8. Longevity

The parties agree that, effective July 1, 2016, the longevity schedule in Article III, Section 2(a) shall be increased by \$100, to the following:

Years of Service	Amount Effective 7/1/16
5	\$1,595
10	\$2,495
15	\$3,395
20	\$4,295

Section 9. Uniform Allowance

The parties agree that, effective July 1, 2015, the uniform allowance shall be increased by \$100 per annum, to a total of \$1,000.

Section 10. Annuity Contribution

The parties agree that, effective September 21, 2016, the contribution to the Uniformed Sanitationmen's Association Compensation Accrual Fund (formerly or currently known as the Uniformed Sanitationmen's Association Annuity Fund) shall be increased by \$60 per annum and shall increase by future collective bargaining increases.

Section 11. Work Schedule

The parties agree that Article VI, Section 1(j) of the Agreement shall be amended to include a 6:00 am-2:00 pm shift.

Section 12. CPR Training

The parties agree that all new employees shall be trained in CPR first aid as part of the initial training regimen.

Section 13. Lot Cleaning

The parties recognize that Article VI, Section 4(b)(iv) of the collective bargaining agreement applies to employees assigned to the Lot Cleaning Unit, in the same manner as it has been applied to employees in collection.

Section 14. Special Assignments

Effective November 21, 2015, the list of special assignments shall be amended to include the "Skid Steer (Bobcat)."

Section 15. Dress Uniform

The parties agree that bargaining unit employees should have the option to purchase a dress uniform in order to represent the Department at certain ceremonial functions. The parties shall meet and confer concerning all aspects of the uniform itself, and the Department shall retain the right to issue policies and regulations related to the wearing of the dress uniform.

Section 16. Health Savings and Welfare Fund Contributions

The May 5, 2014 Letter Agreement regarding health savings and welfare fund contributions between the City of New York and the Municipal Labor Committee, will be attached as an Appendix, and is deemed part of this Agreement.

Section 17. List of Work Units

The parties agree to include a list of work units in the Successor Separate Unit Agreement.

Section 18. Conditions of Payment.

The general wage increases provided for in Section 4 shall be payable as soon as practicable upon execution of the agreement and after the effective date of such increases.

Section 19. Approval of Agreement.

This agreement is subject to approval in accordance with applicable law.

Section 20. Incorporation of Certain Provisions into Unit Agreement.

All applicable provisions of this agreement shall be incorporated into the Successor Separate Unit Agreement.

Section 21. Savings Clause.

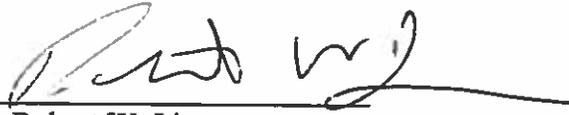
In the event that any provision of this agreement is found to be invalid, such invalidity shall not impair the validity and enforceability of the remaining provisions of this agreement.

Section 22. Ratification.

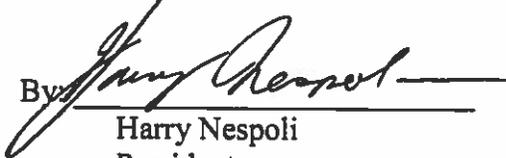
This Agreement is subject to union ratification.

WHEREFORE, we have hereunto set our hands and seals this 1st day of May 2015.

FOR THE CITY OF NEW YORK

By: 
Robert W. Linn
Commissioner of Labor Relations

FOR THE UNIFORMED SANITATIONMEN'S ASSOCIATION

By: 
Harry Nespoli
President



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

ROBERT W. LINN
Commissioner

May 5, 2014

Harry Nespoli
Chair, Municipal Labor Committee
125 Barclay Street
New York, NY 10007

Dear Mr. Nespoli:

This is to confirm the parties' mutual understanding concerning the following issues:

1. Unless otherwise agreed to by the parties, the Welfare Fund contribution will remain constant for the length of the successor unit agreements, including the \$65 funded from the Stabilization Fund pursuant to the 2005 Health Benefits Agreement between the City of New York and the Municipal Labor Committee.
2. Effective July 1, 2014, the Stabilization Fund shall convey \$1 Billion to the City of New York to be used to support wage increases and other economic items for the current round of collective bargaining (for the period up to and including fiscal year 2018). Up to an additional total amount of \$150 million will be available over the four year period from the Stabilization Fund for the welfare funds, the allocation of which shall be determined by the parties. Thereafter, \$ 60 million per year will be available from the Stabilization Fund for the welfare funds, the allocation of which shall be determined by the parties.
3. If the parties decide to engage in a centralized purchase of Prescription Drugs, and savings and efficiencies are identified therefrom, there shall not be any reduction in welfare fund contributions.
4. There shall be a joint committee formed that will engage in a process to select an independent healthcare actuary, and any other mutually agreed upon additional outside expertise, to develop an accounting system to measure and calculate savings.

5. The MLC agrees to generate cumulative healthcare savings of \$3.4 billion over the course of Fiscal Years 2015 through 2018, said savings to be exclusive of the monies referenced in Paragraph 2 above and generated in the individual fiscal years as follows: (i) \$400 million in Fiscal Year 2015; (ii) \$700 million in Fiscal Year 2016; (iii) \$1 billion in Fiscal Year 2017; (iv) \$1.3 billion in Fiscal Year 2018; and (v) for every fiscal year thereafter, the savings on a citywide basis in health care costs shall continue on a recurring basis. At the conclusion of Fiscal Year 2018, the parties shall calculate the savings realized during the prior four-year period. In the event that the MLC has generated more than \$3.4 billion in cumulative healthcare savings during the four-year period, as determined by the jointly selected healthcare actuary, up to the first \$365 million of such additional savings shall be credited proportionately to each union as a one-time lump sum pensionable bonus payment for its members. Should the union desire to use these funds for other purposes, the parties shall negotiate in good faith to attempt to agree on an appropriate alternative use. Any additional savings generated for the four-year period beyond the first \$365 million will be shared equally with the City and the MLC for the same purposes and subject to the same procedure as the first \$365 million. Additional savings beyond \$1.3 billion in FY 2018 that carry over into FY 2019 shall be subject to negotiations between the parties.

6. The following initiatives are among those that the MLC and the City could consider in their joint efforts to meet the aforementioned annual and four-year cumulative savings figures: minimum premium, self-insurance, dependent eligibility verification audits, the capping of the HIP HMO rate, the capping of the Senior Care rate, the equalization formula, marketing plans, Medicare Advantage, and the more effective delivery of health care.

7. Dispute Resolution

- a. In the event of any dispute under this agreement, the parties shall meet and confer in an attempt to resolve the dispute. If the parties cannot resolve the dispute, such dispute shall be referred to Arbitrator Martin F. Scheinman for resolution.
- b. Such dispute shall be resolved within 90 days.
- c. The arbitrator shall have the authority to impose interim relief that is consistent with the parties' intent.
- d. The arbitrator shall have the authority to meet with the parties at such times as the arbitrator determines is appropriate to enforce the terms of this agreement.
- e. If the parties are unable to agree on the independent health care actuary described above, the arbitrator shall select the impartial health care actuary to be retained by the parties.
- f. The parties shall share the costs for the arbitrator and the actuary the arbitrator selects.

If the above accords with your understanding and agreement, kindly execute the signature line provided.

Sincerely,



Robert W. Linn
Commissioner

Agreed and Accepted on behalf of the Municipal Labor Committee

BY: 

Harry Nespoli, Chair