

2022 – 2028 Sanitation Workers Memorandum of Economic Agreement

MEMORANDUM OF ECONOMIC AGREEMENT made this 26th day of October, 2023, 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 December 27, 2022; 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 December 28, 2022 to February 27, 2028.

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 Increases

a. The general increases, effective as indicated, shall be:

- (i) Effective on December 28, 2022, Employees shall receive a rate increase of 3.25%.
- (ii) Effective on December 28, 2023, Employees shall receive a rate increase of 3.25%.
- (iii) Effective December 28, 2024, Employees shall receive a rate increase of 3.50%.
- (iv) Effective on December 28, 2025, Employees shall receive a rate increase of 3.50%.

- (v) Effective December 28, 2026, Employees shall receive a rate increase of 4%.
- 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 December 27, 2022.
 - (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 December 27, 2023.
 - (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 December 27, 2024.
 - (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 December 27, 2025.
 - (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 December 27, 2026.
- 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 Salary Schedule

Effective December 28, 2025, the following salary schedule shall apply for Sanitation Workers. For purposes of clarity, the 3.5% general wage increase in Section 4(a)(iv) does not apply on top of this schedule. The wage increase in Section 4(a)(v) shall apply on the date specified in that paragraph.

| | |
|----------------|----------|
| First 6 Months | \$47,752 |
| After 6 Months | \$50,321 |
| After 1.5 Yrs | \$52,332 |
| After 2.5 Yrs | \$56,049 |
| After 3.5 Yrs | \$62,853 |
| After 4.5 Yrs | \$78,860 |
| After 5.5 Yrs | \$95,316 |

Section 6. Paid Parental Leave

Effective January 1, 2024, non-birth parents shall be entitled to one week (5 work days) of paid leave for birth of a child or adoption or foster care for a child age 6 or under.

Section 7. Welfare Fund

Effective September 28, 2027 there shall be an increase of \$165 per employee (active and retired) per annum in the City's welfare fund contribution.

Section 8. Uniform Allowance

Effective December 28, 2027 there shall be a \$100 increase in the annual uniform allowance.

Section 9. Juneteenth

Effective 2022, Juneteenth shall be a paid holiday.

Section 10. Tri-Partite Panel

The Tri-Partite Dispute Resolution Panel set forth in Article VII, Section 3 of the Collective Bargaining Agreement shall be reestablished with a representative designated by the Union, a representative designated by the City, and Marlene Gold as impartial chair.

Section 11. Union Business

The following provision shall be added to Article X, Section 1(c) of the Collective Bargaining Agreement:

Any union business during work hours shall not exceed 15 minutes during work hours and shall occur immediately at the beginning or end of the shift, so as not to disrupt Department operations. Union business in excess of 15 minutes during work hours may be permitted at the discretion of the Chief of Department.

Section 12. Contractual Shifts

- a. Article VI, Section 1(j) of the Collective Bargaining Agreement shall be amended to add 11am to 7pm as a regular shift.
- b. Article VI, Section 1(h) of the Collective Bargaining Agreement shall be amended as follows:

Special summer shifts may be established for the period starting with the second Monday in June of each year through the second Saturday in September of each year, conditions permitting, and the day shift shall start

at 5:00 am or 6:00 am for the workforce on refuse collection and those cleaning functions as designated by the Employer.

Section 13. Special Assignments

Article VI, Section 4(c) of the Collective Bargaining Agreement shall be amended to remove Skid Steer (Bobcat) from the list of permanent special assignments and add District Superintendent Operations Assistant to the list of permanent special assignments.

Section 14. Conditions of Payment.

The general wage increase provided for in Section 4(a)(i) shall be payable as soon as practicable after ratification of this agreement. The general wage increases provided for in Section 4(a)(ii)-(v) shall be payable as soon as practicable after the effective date of such increases.

Section 15. Approval of Agreement.

This agreement is subject to approval in accordance with applicable law and ratification by the Union.

Section 16. Incorporation of Certain Provisions into Unit Agreement.

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

Section 17. Savings Clause.

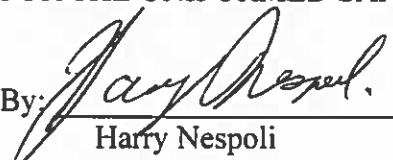
If any provision of this agreement is found to be invalid, such invalidity shall not impair the validity and enforceability of the remaining provisions of this agreement.

WHEREFORE, we have hereunto set our hands and seals this 26th day of October, 2023.

FOR THE CITY OF NEW YORK

By: 
Renee Campion
Commissioner of Labor Relations

FOR THE UNIFORMED SANITATIONMEN'S ASSOCIATION

By: 
Harry Nespoli
President



Office of Labor Relations

22 Cortlandt Street, New York, NY 10007
nyc.gov/olr

Renee Campion
Commissioner
Daniel Pollak
First Deputy Commissioner

Claire Levitt
Deputy Commissioner
Health Care Strategy
Georgette Gestely
Director, Employee Benefits Program

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

Dear Mr. Nespoli:

This side letter amends the productivity initiatives side letters as follows:

The parties agree that citywide start truck targets will be set in April each year based on the average of the actual tonnage from the previous two years and the 8.2 TPTS citywide target, as illustrated by the formula below.

$$\text{Weekly finish trucks} = \frac{\text{Average weekly tons in previous two fiscal years}}{8.2 \text{ TPTS}}$$

It is understood that this new target represents all curbside collection streams to be collected and replaces the separate targets. The new targets will first be set in April 2024.

Individual district goals will continue to be established through the Citywide and district labor management committees, which shall reach agreement on the individual district goals.

The Department will adjust truck allotments when normal operations are disrupted by snow, holiday, or other unusual occurrence that requires a significant department ordered diversion of regular collection activities. In such circumstances, the adjusted number of trucks ordered will not be included in the truck calculations.

The parties acknowledge that, from time to time, the Department may alter its multi-stream collection programs as a result of policy shifts, changes in equipment/technology and/or legislation. Where such change could materially impact the operation of this program, the parties will meet to discuss such impact.

If the above accords with your understanding, please execute the signature line below.

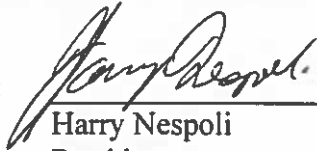
Sincerely,



Renee Campion

Agreed and Accepted on Behalf of Local 831, IBT

By:



Harry Nespoli
President



sanitation

Jessica S. Tisch Commissioner

October 26, 2023

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

Dear Mr. Nespoli:

This letter serves to confirm the Department of Sanitation's assignment practices for the Highway Cleaning Unit. Seniority shall be the basis for permanent assignment to the Highway Cleaning Unit. Employee transfers into or out of the Highway Cleaning Unit will be in accordance with established transfer procedures, wherein seniority shall be the basis for permanent assignment.

The employees of the Highway Cleaning Unit may be assigned on a borough-wide basis when performing highway cleaning functions, including but not limited to: arterial highway main roadway sweeping; arterial on/off ramp sweeping; arterial highway on/off ramp litter removal; and litter removal on arterial highway main roadways. Employees may be required to perform out-of-town work and night shifts within the Highway Cleaning Unit in accordance with established out-of-town and night work procedures.

Sincerely,

A handwritten signature in black ink that reads "Jessica Tisch". The signature is fluid and cursive.

Jessica Tisch