

**2019 – 2022 Sanitation Workers Memorandum of Economic Agreement**

**MEMORANDUM OF ECONOMIC AGREEMENT** made this 5<sup>th</sup> day of May, 2020, 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 January 19, 2019; 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 January 20, 2019 to December 27, 2022.

**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 January 20, 2019, Employees shall receive a rate increase of 2.25%.
  - (ii) Effective on January 20, 2020, Employees shall receive an additional rate increase of 2.5%.
  - (iii) Effective on January 20, 2021, Employees shall receive an additional rate increase of 3%.

- 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 January 19, 2019.
  - (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 January 19, 2020.
  - (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 January 19, 2021.
- 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.      Labor/Management Committees

A.

The Department of Sanitation and the Union recognize that the nature of refuse/recycling collection has evolved over the years. Changes in collection materials, packaging and digital commerce have influenced the amount and character of material in the waste stream. Environmental goals to re-capture organics is a matter of heightened interest. Whether there should be changes in truck design to more efficiently collect material, or changes in the process for allocation of trucks or routes, raise complex concerns. Recognizing the constraints in what could be accomplished during this period of collective bargaining, this confirms that the Department and the Union will engage in Labor/Management meetings to consider modifications to the current program to reflect the changing nature of collection of refuse and recycling with the concomitant issues associated with it.

B.

The Union, the Department of Sanitation, and the City shall form a labor/management committee to discuss transportation-related issues.

Section 6.      Longevity

The parties agree that, effective January 20, 2019 the longevity schedule in Article III, Section 2(a) shall be increased to the following:

<u>Years of Service</u>	<u>Per annum amount</u>
5	\$2,000 (increase of \$405)
10	\$2,495
15	\$3,395
20	\$5,000 (increase of \$705)

**Section 7. Service Differential**

Effective January 20, 2019, after 5 years of service as a Sanitation Worker, members shall be eligible for a differential in the following amounts:

<u>Effective Date</u>	<u>Per annum amount</u>
1/20/2019	\$654
1/20/2020	\$670
1/20/2021	\$690

Effective January 20, 2019, after 5 ½ years of service as a Sanitation Worker, members shall be eligible for a differential in the following amounts:

<u>Effective Date</u>	<u>Per annum amount</u>
1/20/2019	\$791 (an additional \$137)
1/20/2020	\$811 (an additional \$141)
1/20/2021	\$835 (an additional \$145)

This differential shall be pensionable, subject to applicable law and rules concerning wages, and increase with future general wage increases.

**Section 8. Annuity Contribution**

- a. The parties agree that, effective April 20, 2020, the contribution to the Uniformed Sanitationmen's Association Compensation Accrual Fund shall be increased by \$1 per day (\$261 per annum). This increased amount shall be subject to future collective bargaining increases. As such, the per annum annuity contribution shall be:

<u>For employees with less than 15 years of service</u>	
<u>Effective Date</u>	<u>Per annum contribution</u>
1/20/2019	\$2,730.06
1/20/2020	\$2,763.99
4/20/2020	\$3,024.99
1/20/2021	\$3,074.58

For employees with more than 15 years of service	
Effective Date	Per annum contribution
1/20/2019	\$3,369.51
1/20/2020	\$3,419.10
4/20/2020	\$3,680.10
1/20/2021	\$3,750.57

- b. The parties agree that, effective January 20, 2019, the contribution to the Supplemental Annuity Fund shall be increased by \$49 per annum. This increase shall be subject to future collective bargaining increases. As such, the per annum supplemental annuity contribution shall be as follows:

Effective Date	Per annum contribution
1/20/2019	\$473.53
1/20/2020	\$534.37
1/20/2021	\$550.40

- c. The parties agree that, as soon as practicable after the ratification of this agreement, the City shall make a one-time lump-sum contribution of \$2,178,133 into the Supplemental Annuity Fund.

#### Section 9. Terminal Leave Lump Sum Payment

The resolution of the Board of Estimate of the City of New York dated June 27, 1957, states the following:

*Members of the Force shall be granted terminal leave with pay upon retirement not to exceed one month for every ten years of service, pro-rated for a fractional part thereof, provided, however, that no terminal leave shall be granted to an employee against whom departmental disciplinary charges are pending.*

Effective July 20, 2020, the parties agree that such employees as described in the Resolution above and are entitled to terminal leave payment shall now be entitled to voluntarily choose the option of a one-time lump sum payment as their terminal leave benefit in lieu of their current terminal leave benefit prior to retirement. Such payments shall be made as soon as practicable after retirement.

In the event that a change in legislation is needed to effectuate this agreement, the parties agree to jointly support the necessary legislation to implement the terms of this Section 9.

#### Section 10. Line-of-Duty Injuries & Prescription Drugs

The parties recognize that, pursuant to Administrative Code Section 12-127, the City is obligated to pay for the cost of line of duty injury prescription drugs for Sanitation Workers. The parties further recognize that a significant number of Local 831 members

have utilized the union Health and Welfare Fund to pay for these prescription drugs without reimbursement by the City. In consideration of certain economic terms contained herein, the Union agrees to waive any and all claims retroactively and prospectively against the City for the reimbursement of the cost of line of duty prescription drugs.

Section 11. Health Savings

The June 28, 2018 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 and will be incorporated in the Successor Separate Unit Agreement.

Section 12. Conditions of Payment.

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

Section 13. Approval of Agreement.

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

Section 14. Incorporation of Certain Provisions into Unit Agreement.


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

Section 15. Savings Clause.

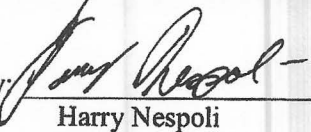
In the event that any provision of this agreement is found to be invalid, such invalidity shall not impair the validity and enforceability of the remaining provisions of this agreement.

**WHEREFORE**, we have hereunto set our hands and seals this \_\_\_ day of March, 2020.

**FOR THE CITY OF NEW YORK**

By:  SB for RC  
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*

**Steven H. Banks**  
*First Deputy Commissioner*  
*General Counsel*

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

May 5, 2020

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

Dear Mr. Nespoli:

The City reaffirms its commitment to the existing parity relationship between the uniformed forces of Police, Fire, Correction, and Sanitation, which is measured at the basic maximum salary.

Very truly yours,

 *SB for RC*  
Renee Campion