




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

TO: HEADS OF CONCERNED CITY DEPARTMENTS AND AGENCIES
FROM: RENEE CAMPION, COMMISSIONER 
SUBJECT: EXECUTED CONTRACT: SANITATION WORKERS
TERM: JANUARY 20, 2019 TO DECEMBER 27, 2022

Attached for your information and guidance is a copy of the executed contract entered into by the Commissioner of Labor Relations on behalf of the City of New York and the Uniformed Sanitationmen's Association, Local 831, International Brotherhood of Teamsters on on behalf of the incumbents of positions listed in Article I of said contract.

The contract incorporates terms of an agreement reached through collective bargaining negotiations and related procedures.

DATED:

December 21st, 2021



AGREEMENT entered into this 6th day of December 2021, by and between the City of New York (hereinafter referred to as the "Employer"), and the Uniformed Sanitationmen's Association, Local 831, International Brotherhood of Teamsters (hereinafter referred to as the "Union"), for the period from January 20, 2019 to December 27, 2022.

WITNESSETH:

WHEREAS, the parties hereto have entered into collective bargaining and desire to reduce the results thereof to writing, NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE I - UNION RECOGNITION AND UNIT DESIGNATION

Section 1.

The Employer recognizes the Union as the sole and exclusive collective bargaining representative for the bargaining unit set forth below, consisting of Employees of the Employer, wherever employed in the below listed title, and in any successor title(s) that may be certified by the Office of Collective Bargaining to be part of the unit herein for which the Union is the exclusive bargaining representative.

SANITATION WORKER

Section 2.

(a) The terms "Employee" and "Employees" as used in this Agreement shall mean, except as otherwise used in Article IV, Sections 1 and 3, only those persons in the unit described in Section 1 of this Article who were and still are employed by the Employer under the title of Sanitation Worker on the date of the signing of the Waiver and Release required by Article XII of this Agreement. This shall include, but not be limited to, all Sanitation Workers assigned to the Permit Inspection Unit, Environmental Police Unit, Sanitation Police Unit, Medical Division, SWM Headquarters, SWM Export Contract Management Unit, SWM Fresh Kills Plant, SWM Staten Island Transfer Station, SWM MTS 59th Street, MTS North Shore, BCC Headquarters and the Division of Safety & Training.

ARTICLE II - DUES CHECKOFF

Section 1.

(a) The Union shall have the exclusive right to the checkoff and transmittal of dues on behalf of each Employee in accordance with the Mayor's Executive Order No. 98, dated May 15, 1969, entitled "Regulations Relating to the Checkoff of Union Dues" and in accordance with the Mayor's Executive Order No. 107, dated December 29, 1986, entitled "Regulations Governing Procedures for Orderly Payroll Checkoff of Union Dues" or any successor(s) thereto.

(b) Any Employee may consent in writing to the authorization of the deduction of dues from the Employee's wages and to the designation of the Union as the recipient thereof. Such consent, if given, shall be in a proper form acceptable to the City, which bears the signature of the Employee.

Section 2.

The parties agree to an agency shop to the extent permitted by applicable law, as described in a supplemental agreement hereby incorporated by reference into this Agreement.

ARTICLE III - SALARIES

Section 1.

The Employer agrees to employ each of the Employees for the period of this Agreement for 261 (8 hour) working days per annum at the respective annual compensations set forth as follows:

(a) Sanitation Workers

Hired on or after January 1, 2006* shall be subject to the following seven-step salary schedule:

Step	1/20/19	1/20/20	1/20/21
Upon completion of 5 ½ Years (Basic)	\$79,058	\$81,034	\$83,465
Upon completion of 4 ½ Years	\$65,409	\$67,044	\$69,055
Upon completion of 3 ½ Years	\$51,302	\$52,585	\$54,163
Upon completion of 2 ½ Years	\$45,658	\$46,799	\$48,203
Upon completion of 1 ½ Years	\$42,710	\$43,778	\$45,091
Upon completion of 6 months	\$41,738	\$42,781	\$44,064
First 6 months of employment (annualized)	\$38,477	\$39,439	\$40,622

* Employees hired **before** January 1, 2006 are at the maximum salary step.

(b) Annual salary adjustments as enumerated above shall accrue from the date of appointment of each of the Employees and shall be payable on the regular first pay period following annual anniversary date of such appointment.

Section 2. Longevity

(a) Sanitation Workers who have completed 5, 10, 15, or 20 years of service shall receive an annual longevity differential payment according to the following schedule:

Longevity Differential Payment

Years of Service	Effective 1/20/19
Five	\$2,000
Ten	\$2,495
Fifteen	\$3,395
Twenty	\$5,000

(b) These salary adjustments shall be computed as salary for pension purposes under the following conditions. The five and ten year steps are pensionable after 20 years of service and the 15 and 20 years steps are pensionable after 25 years of service. In the event this provision is declared invalid under the law, the parties shall reopen negotiations to resolve the issue of the increased cost of changing the effective date of the pensionability of the above adjustments. Such negotiations will be commenced forthwith. If no agreement is reached, pursuant to the New York City Collective Bargaining Law, an impasse may be declared and subsequent mediation and the impasse proceeding, if any, shall in all respects be conducted on an expedited basis.

(c) Calculation of night shift differential payments shall be based upon the old longevity amount of \$200 after five years of service.

(d) ITHP and pension benefit calculations shall only include the amount of the annual longevity payment that is pensionable.

Section 3. Uniforms

(a) Effective January 20, 2019, a per annum Uniform Allowance of \$1,000 shall continue to be provided pursuant to provisions of the appropriate certificate of the Director of Management and Budget.

(b) Dress Uniform. Bargaining unit employees shall have the option to purchase a dress uniform to represent the Department at certain ceremonial functions. Representatives of Labor and Management shall meet and confer concerning all aspects of the uniform, and the Department shall retain the right to issue policies and regulations related to the wearing of the dress uniform.

Section 4.

The Employer also agrees to compensate any of the Employees for the period of this Agreement, for services rendered and to be rendered, as follows:

(a) Sunday Work - to be paid for at double time (2x) the respective pro-rated daily rate. This provision shall be likewise applicable to snow removal activities performed on Sundays.

Saturday Work - to be paid for at straight time (1x) for the first six (6) hours and thereafter at time and one-half (1-1/2x) for the next two (2) hours at the respective pro-rated daily rate.

Chart Day - work performed on chart days to be paid for at double time (2x) the respective pro-rated daily rate. This provision shall not be applicable to snow removal activities performed on Chart Days.

(b) Snow Removal Activities - in accordance with the respective budget certificates relating thereto; it being understood that, should any of the Employees be required to report for legal emergencies and/or snow work, on other than the Employee's regularly scheduled tours, the Employee shall be guaranteed and paid a minimum of eight (8) hours pay at time and one-half (1-1/2x) the pro-rated daily rate if the Employee reports for such work.

(c) Holiday Work - in addition to the compensations referred to herein, the Employer hereby also agrees to provide additional payment to each Employee of one and one-half (1-1/2) day's pay for each eight (8) hour day actually worked by the Employee on the following holidays:

New Year's Day	Independence Day	Veterans Day
Martin Luther King, Jr.'s Birthday	Labor Day	Thanksgiving Day
Lincoln's Birthday	Columbus Day	Christmas Day
Washington's Birthday	Election Day	
Memorial Day		

(d) Night Differential - in addition to all other compensations referred to herein, the Employer agrees to pay each affected Employee who is required actually to work a night shift, the sum not to exceed ten percent (10%) of the Employee's daily rate computed on the basis of the respective annual compensation set forth in Section 1 hereof. For these purposes a night shift shall be any shift in which four (4) or more hours of the shift fall after 3:00 p.m., except, that work performed on snow removal for which additional compensation is provided in accordance with Section 4(b) above and for which additional compensation is also provided in accordance with Sections 4(a) and 4(c) above, and all other excused or unexcused absences with or without pay shall be excluded from this provision.

Section 5. General Wage Increase

- (a)
 - (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 2.50%.
 - (iii) Effective on January 20, 2021, Employees shall receive an additional rate increase of 3.00%.
- (b) The increases provided for in Section 5(a) above shall be calculated as follows:
 - (i) the increases in Section 5a. (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 5a. (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 5a. (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 general increase provided in Section 5(a) shall be applied to the base rates and salary grades herein fixed for the applicable titles.

Section 6. 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.

ARTICLE IV - HEALTH AND WELFARE BENEFITS

Section 1.

(a) Security Benefits Fund & Retiree Fund- Effective January 20, 2019, the Employer agrees to continue to provide the annual amount of \$1,644* for each incumbent Employee, or the pro-rata share thereof for each Employee employed during the term of this Agreement for a period less than the full term of this Agreement, for the purpose of furnishing certain supplementary benefits for the period of employment of such Employee by the Employer during the term of this Agreement, all as provided for in a supplemental Agreement to be approved as to form by the Corporation Counsel. Effective January 20, 2019, the Employer agrees to continue to provide the annual amount of \$1,844* for each retiree, or the pro-rata share thereof all as provided for in a supplemental Agreement to be approved as to form by the Corporation Counsel.

The payments as above indicated shall be remitted by the Employer to the Uniformed Sanitationmen's Association Administrative Fund for allocation to the Uniformed Sanitationmen's Association Security Benefits Fund and the Retiree's Fund, , subject to the said supplemental Agreements to be entered into between the Employer and the Union for the benefit of each Employee and each Retiree and further subject to periodic audit by the Comptroller of the City of New York.

(b) Effective January 20, 2019, Employees who have been separated from service subsequent to December 31, 1970, and who were covered by the Uniformed Sanitationmen's Association Security Benefits Fund at the time of such separation pursuant to a separate agreement between the Employer and the Union shall continue to be so covered, subject to the provisions of Section 1(a) hereof. Contributions shall be made only for such time as said individuals are eligible to be primary beneficiaries of the New York City Health Insurance Program and are entitled to benefits paid for by the Employer through such

Program.

(c) The Union agrees to provide welfare fund benefits to domestic partners of covered Employees in the same manner as those benefits are provided to spouses of married covered Employees.

***Includes a \$23 per annum increase that was effective 8/20/09 and a \$113 per annum increase that was effective 8/21/09**

Section 2.

As additional compensation to each Employee, the City shall, during the term of this Agreement, pay into the Uniformed Sanitationmen's Association Compensation Accrual Fund (formerly or currently known as the Uniformed Sanitationmen's Association Annuity Fund) the following amounts per Employee for each working day for which such Employee is paid by the City, but not to exceed an aggregate of the per annum amount shown below per Employee, for the purpose of furnishing certain additional benefits to each Employee. The Compensation Accrual 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.

For employees with less than fifteen (15) years of service

<u>Effective Date</u>	<u>Daily Amount</u>	<u>New Portion</u> Adjusted by GWI	<u>Total</u>	<u>Per Annum Amount</u>
1/20/19	\$5.25	\$5.21	\$10.46	\$2,730.06
1/20/20	\$5.25	\$5.34	\$10.59	\$2,763.99
4/20/20	\$5.25	\$6.34	\$11.59	\$3,024.99
1/20/21	\$5.25	\$6.53	\$11.78	\$3,074.58

For employees with fifteen (15) or more years of service, only, in lieu of the above rates:

<u>Effective Date</u>	<u>Daily Amount</u>	<u>New Portion</u> Adjusted by GWI	<u>Total</u>	<u>Per Annum Amount</u>
1/20/19	\$10.46	\$2.45	\$12.91	\$3,369.51
1/20/20	\$10.59	\$2.51	\$13.10	\$3,419.10
4/20/20	\$11.59	\$2.51	\$14.10	\$3,680.10
1/20/21	\$11.78	\$2.59	\$14.37	\$3,750.57

Section 3. Supplemental Annuity Fund for those Sanitation Workers, represented by the Uniformed Sanitationmen's Association ("USA"), who have attained a normal service retirement after twenty (20) years of service:

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 lump sum supplemental annuity contributions shall be as follows:

<u>Effective Date</u>	<u>Annual amount</u>
1/20/2019	\$522.53
1/20/2020	\$535.59
1/20/2021	\$551.66

The parties further agree that, as soon as practicable after the ratification of the 2019-2022 Sanitation Workers Memorandum of Economic Agreement dated May 5, 2020, the City shall make a one-time lump-sum contribution of \$2,178,133 into the Supplemental Annuity Fund.

The annual lump-sum amounts to be contributed shall be adjusted by any future across-the board wage increases and shall be predicated upon 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 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.

Section 4.

The City shall continue to provide a choice of health and hospitalization insurance plans for each Employee, not to exceed 100% of the full cost of HIP-HMO on a category basis. There will be an annual reopening period during the term of this Agreement for active Employees to exercise their choice among medical plans. The May 5, 2014 and June 28, 2018 Letter Agreements 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 5.

Retirees shall have the option of changing their previous choice of Health plans. This option shall be:

- (a) a one time choice;
- (b) shall be exercised only after one year of retirement; and
- (c) can be exercised at any time without regard to contract periods.

The effective date of change to a new plan shall be the first day of the month three (3) months after the month in which the application has been received by the New York City Health Insurance Program.

Effective with the reopener period for Health Insurance subsequent to January 1, 1980 and every two years thereafter, retirees shall have the option of changing their previous choice of health plans. The option shall be exercised in accordance with procedures established by the Employer. The Union will assume the responsibility of informing retirees of this option.

Section 6.

- (a) Effective July 1, 1983 and thereafter, the City's cost for each Employee and each retiree under age 65 shall be equalized at the community rated basic HIP/HMO plan payment rate as approved by the State Department of Insurance on a category basis of individual or family, e.g., the Blue Cross/GHI-CBP payment for family coverage shall be equal to the HIP/HMO payment for family coverage.
- (b) If a replacement plan is offered to Employees and retirees under age 65 which exceeds the cost of the HIP/HMO equalization provided in Section 6(a) hereof, the City shall not bear the additional costs.
- (c) The City shall continue to contribute on a City Employee benefits program-wide basis the additional annual amount of \$30 million to maintain the Health Insurance Stabilization Reserve Fund which shall be used to continue equalization and protect the integrity of health insurance benefits.
- (d) The Health Insurance Stabilization Reserve Fund shall be used: to provide a sufficient reserve; to maintain to the extent possible the current level of health insurance benefits provided under the Blue Cross/GHI-CBP plan; and, if sufficient funds are available, to fund new benefits.
- (e) The Health Insurance Stabilization Reserve Fund shall be credited with the dividends or reduced by the losses attributable to the Blue Cross/GHI-CBP plan.

Section 7. Health Care Flexible Spending Account

- (a) A flexible health care spending account shall be established after July 1993 pursuant to Section 125 of the IRS Code. Those Employees eligible for New York City health plan coverage as defined on page 32, section 4(B) of the 1992 New York City Health Summary Program Description shall be eligible to participate in the account. Participating Employees shall contribute at least \$260 per year up to a maximum of \$5,000 per year. Said contribution minimum and maximum levels may be modified by the MLC Health Advisory Committee based on experience of the plan. Any unfunded balance may be deducted from final salary payments due an Employee.
- (b) Expenses of the account shall include but not be limited to deductibles, co-insurance, co-payments, excess expenses beyond plan limits, physical exams and health related transportation costs for vision, dental, medical and prescription drug plans where the Employee and dependents are covered. In no case will any of the above expenses include those non-deductible expenses defined as non-deductible in IRS Publication 502.
- (c) An administrative fee of \$1.00 per week for the first year shall be charged for participation in the program. An Employee's participation in the account is irrevocable during a plan year. At the close of the plan year any excess balance in an Employee's account will not be refunded.

Section 8. 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.

ARTICLE V - TIME AND LEAVE, DEATH BENEFITS

Section 1.

Sick leave and/or line-of-duty injury benefits shall be granted to Employees in accordance with Chapter 551 of the Laws of 1962 (New York State).

Section 2.

(a) For Employees Hired Prior to July 1, 1988

The Employer agrees to continue to grant to each Employee an annual vacation allowance of twenty-five (25) days. 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. Effective January 1, 2017, employees after their fifteenth year of service shall receive one more additional day of annual leave, or twenty-seven (27) total. The Employer further agrees to continue to grant terminal leave of one (1) month for every ten (10) years of service prior to retirement.

(b) For Employees Hired On or After July 1, 1988

Employees shall accrue an annual vacation allowance at a rate of eighteen (18) days in each of their first four (4) years of service, at a rate of twenty (20) days in their fifth year of service and at a rate of twenty-five (25) days in their sixth year of service. 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. Effective January 1, 2017, employees after their fifteenth year of service shall receive one more additional day of annual leave, or twenty-seven (27) total. The Employer further agrees to continue to grant terminal leave of one (1) month for every ten (10) years of service prior to retirement.

(c) 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 2(c).

Section 3.

Employees shall be entitled to the following days off with pay:

New Year's Day	Independence Day	Veterans Day
Martin Luther King, Jr.'s Birthday	Labor Day	Thanksgiving Day
Lincoln's Birthday	Columbus Day	Christmas Day
Washington's Birthday	Election Day	
Memorial Day		

In the event that another day is officially designated as the day of observance of any of the above-listed holidays, that day shall be considered the holiday for the purpose of this Section.

Section 4.

Employees shall be entitled to four (4) working days off with pay in the event of a death in the immediate family. The family shall be defined for this purpose as spouse; natural, foster, or step-parent; child, brother or sister; father-in-law or mother-in-law; grandchildren; or any relative residing in the household.

Section 5.

In the event an Employee dies because of a line-of-duty injury received during the actual and proper performance of sanitation service and directly resulting from a characteristic hazard of such service, through no fault of his or her own, a payment of \$25,000 shall be made from funds other than those of the Retirement System in addition to any other payment which will be made as a result of such death. Such payment shall be made to the beneficiary designated under the Retirement System or, if no beneficiary is so designated, to the estate of the deceased.

Section 6.

If an Employee dies while employed by the Employer, his beneficiary designated under the Retirement System or, if no beneficiary is so designated, the deceased's estate shall receive payment in cash for the following as a death benefit:

- (i) All unused accrued leave up to a maximum of fifty-four (54) days' credit.
- (ii) All unused accrued compensatory time earned subsequent to January 1, 1971 which is verifiable by official Department records up to a maximum of two hundred (200) hours.

ARTICLE VI - PERSONNEL AND PAY PRACTICES

Section 1. Hours

(a) The work-week shall consist of forty (40) hours, consisting of five (5) eight (8) hour days, exclusive of Sundays.

(b) The Employer shall promulgate a schedule of days off other than Sunday to be known as a chart system and shall post such schedule in each work location. Such chart system shall continue to be based on a "25" week chart cycle in those work locations where the "30" week chart cycle was heretofore in effect. Such "25" week chart cycle shall provide each Sanitation Worker every fifth week a long week-end (3 days) or a short week-end (2 days). The City and the Union may mutually agree in writing to change or modify the then existing chart system.

(c) In the event of an emergency caused by accident, fire, flood, riot or a potential danger to health, life or property, the Employees, when called, shall report to work, and shall be compensated at the premium rate as set forth in Article III hereof. The Employer shall inform the Union of the nature of the emergency and the reason for changing the normal starting time.

(d) In the event a change in the lunch period is deemed necessary, the Employee shall be notified at roll call except in case of a snow or other emergency requiring such change. An entry shall be made in the blotter noting the reasons for the change. Information relating to such changes shall be made available to the Union upon request.

(e) The present practice for granted paid rest periods and/or coffee breaks shall be continued. The first coffee break shall be for a period of fifteen (15) minutes and it shall start two (2) hours after the beginning of the shift. The second coffee break shall be taken one and one half (1-1/2) hours after the lunch period is completed and this one shall be for a period of ten (10) minutes. In the event of overtime, another coffee break or rest period of ten (10) minutes shall be taken one (1) hour after the start of the overtime period. During a normal work day (7:00 a.m. to 3:00 p.m.) the following is an example of the coffee break or rest period that will be taken:

1st period	-	9:00 a.m. to 9:15 a.m.
2nd period	-	1:30 p.m. to 1:40 p.m.
O/T period	-	4:00 p.m. to 4:10 p.m.

(f) In the event a truck is replaced in the field for reasons other than a breakdown, an Employee assigned to such replacement truck will receive a ten (10) minute rest period. In the event the Employer institutes a general relay system whereby trucks are replaced in the field, this subsection (f) may be reopened for negotiation.

(g) Each Employee shall be granted fifteen (15) minutes of paid time for the purpose of washing and changing immediately prior to the end of the shift.

(h) 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 6:00 a.m. for the work force on refuse collection and those cleaning functions as

designated by the Employer.

(i) Sign out sheets shall be made available in ample time for the Employee to sign out prior to the end of the shift. However, no Employee is to leave the Employee's assigned work location prior to the end of the shift. The designated Shop Steward shall be the last person to leave the premises at the conclusion of the assigned shift.

(j) The regular shifts shall be as follows: 12:00 a.m. to 8:00 a.m.; 6:00 a.m. to 2:00 p.m.; 7:00 a.m. to 3:00 p.m.; 8:00 a.m. to 4:00 p.m.; 3:00 p.m. to 11:00 p.m.; 4:00 p.m. to 12:00 a.m.; 7:00 p.m. to 3:00 a.m.; night plow operations – 11:00 p.m. to 7:00 a.m. Other than regular shifts may be established from time to time in special situations as specifically approved by the Director of Operations. The Employer shall inform the Union of the nature of the new shift and the reasons for establishing such shift. Except in an emergency, no shift will overlap into a premium day. An emergency, for these purposes, shall be declared in writing by the Commissioner or the Commissioner's designee who shall be guided generally by the standards fixed by the Health Code and what constitutes an "Act of God." With respect to all night shifts, night picks will be conducted every six (6) months. A night shift, as that term is used in this Agreement, will be any shift in which four (4) or more hours worked by the Employee fall between the hours of 3:00 p.m. and 7:00 a.m.

(k) In accordance with existing practice, the Department will request a list of volunteers in each Sanitation District who would be willing to work on their chart days if the need arises. Available personnel shall be taken from the volunteer list.

Section 2. Premium Pay and Overtime

(a) Premium pay and overtime shall be paid in accordance with the terms and conditions and at the rates set forth in Article III hereof.

(b) Sunday, Chart and Holiday work shall be offered to the Employees on the basis of district seniority and each Employee shall be selected in turn according to the Employee's place in order of rotation previously agreed to by the Employer and the Union. Special Assignments will not be given priority. An exception to the foregoing rotational procedure is when an Employee would be required to work two consecutive shifts. An Employee requesting to be skipped when assigned to work Sundays, Charts or Holidays shall not be re-assigned for such work until the Employee's name is reached again in orderly sequence. There will be no waivers submitted to or accepted by the Employer for Sunday, Chart or Holiday work. When an Employee is transferred from one work location to another work location the Employee's name shall be placed on the Sunday, Chart and Holiday lists in the Employee's proper seniority order immediately. When an Employee is detached for one (1) year or more, the Employee's name will be placed on the Sunday, Chart and Holiday lists, in the Employee's proper seniority order, at the location to which the Employee is detached. The Employee shall at all times work in accord with the needs of the location to which the Employee is detached.

(c) Overtime work shall be offered first on a seniority basis. In the event a sufficient number of Employees have not volunteered, then the Employer will order the required overtime on the basis of inverse seniority. When overtime is deemed necessary by the Employer, except in an emergency, the Employee shall be notified by the Employer by the end of the Employee's lunch period of the day on which the overtime is to be worked. These provisions are not applicable in times of snow emergency and other Acts of God.

(d) There shall be a "Special Emergency List" established in each Sanitation District. Such list shall be used on a priority basis for Employees called in during an emergency. There shall be no less than ten (10) Employees so assigned. Assignments to such a "Special Emergency List" shall be made annually during the month of November, in accordance with this Subsection (d). Such work shall not affect an Employee's position on the regular Sunday and Holiday work rotation list. The Employee who signs for such "Special Emergency List" must call his work location during any snow alert. If the Employee is not at home during a snow alert and the Employer calls his home, whoever answers the call must contact the Employee. Discretion must be used when notifying whoever answers the phone in that a child may not be expected to notify her/his father/mother who is not at home. Messages left on an "answering machine" or a "voicemail system" shall be considered sufficient notification. The Employee will not have the right to refuse to report to work. The provisions of this Subsection (d) shall apply only to those districts having a list of ten (10) or more Employees so assigned. If this number is not obtained, no list shall be posted. The location will then use the regular established Sunday and Holiday list for personnel for emergencies. However, the provisions of this Subsection (d) which pertain to call in and reporting when contacted during emergencies shall apply to the regular list during such emergencies.

Section 3. Vacations

(a) The applicable provisions of the Department's General Order with respect to vacations as promulgated each year shall regulate vacations.

(b) In the event that a Sanitation Worker is hospitalized due to illness or injury while on vacation, the Chief Medical Examiner shall terminate the Sanitation Worker's vacation and place the Employee on sick leave. The Union may file a grievance at Step 5 of the Grievance Procedure, when claiming a violation of this Subsection (b), without resort to prior steps in the Grievance Procedure.

(c) After hospitalization, an Employee who is seriously disabled and submits proof of such disability satisfactory to the Department which shall properly exercise its discretion therein, may have such leave time charged to sick leave and not to annual leave provided that the Employee's annual leave is not, under such circumstances, carried over to the next vacation year, except that upon good cause shown, the Commissioner may grant such extension.

Section 4. Seniority and Assignments

(a) (i) Seniority as used in this Section shall be the date of the most recent appointment to the title as set forth in Article I, Section 1 of this Agreement.

(ii) Seniority shall be applied as follows: in the Bureau of Cleaning and Collection: by district; in the Bureau of Waste Disposal: by work location, defined as the physical work location to which an Employee is permanently assigned.

(b) (i) Seniority as defined and applied in this Section shall be the basis for temporary or permanent transfer; vacation period choice; or desired work shift.

(ii) Seniority as defined and applied in this Section shall be the basis for permanent special assignments within the Bureau of Cleaning and Collection and transfer to the Bureau of Waste Disposal, except that the Employer reserves the right to establish:

- (1) Minimum qualifications for such assignments; and
- (2) a four-week training and evaluation period.

Shop Stewards, designated by the Union in Accordance with Article X, Section 1(b) of this Agreement shall be considered the most senior Employee in their respective work location in the Bureau of Cleaning and Collection and the Bureau of Waste Disposal, for purposes of this provision, for such period during which they retain such designation.

(iii) When it becomes necessary to assign any Employees to a location other than the Employee's regular work location, the assignment will be offered on a seniority basis. In the event a sufficient number of Employees have not volunteered, the Employer will order the required change on the basis of inverse seniority, the Shop Steward to exercise the right as the most senior Employee. The provisions of this Subsection (b)(iii) shall also apply to transfers between sections that are ordered prior to the beginning of the shift.

(iv) Out-of-Town work means work done out of zone. There will be four (4) hours of time in the book for the first day that such work is performed in each zone. In the event the instances of such work occur at times other than after holidays, more than occasionally, the Union will seek to negotiate similar compensation with the Commissioner. If that proves unsuccessful, the issue shall be taken to binding arbitration. The parties recognize that this provision applies to employees assigned to the Lot Cleaning Unit, in the same manner as it has been applied to employees in collection.

(c) The following assignments in the Bureau of Cleaning and Collection shall be deemed permanent special assignments for the purpose of this Article:

Large Wrecker	Mechanical Brooms
Garage Utility	EZ Pack
Hoist Fitted Chassis	Greaser
Gas and Oil Worker	Offal Truck
Roll-on/Roll-off	House Truck (Where a full time house truck is
Skid Steer (Bobcat) (eff. 11/21/15)	approved by Chief of Staff)

Employees assigned to special equipment may be given other assignments by the Department when the special equipment is not available or when the needs of the Department do not require the use of the above-listed special functions.

(d) The procedure for filling a permanent vacancy in an assignment enumerated in Subsection (c) of this Section shall be as follows:

(i) The District Superintendent in the District in which vacancy occurs shall assign the senior qualified Employee requesting such duty.

(ii) If there are no volunteers for a special duty assignment, the District Superintendent shall assign the least senior qualified Employee.

(iii) A senior Employee, desiring such duty but deemed not qualified, shall be given a reasonable opportunity to acquire the skills required for the assignment. In the event a senior Employee desiring such duty is passed over because of failure to meet the minimum qualifications, the Employee and/or the Union

may file a grievance in accordance with the applicable provisions of this Agreement.

(iv) Training will be offered to Employees seeking assignment to special equipment in accordance with the terms of this Agreement and the needs of the Employer.

(e) The following rules shall apply to the filling of vacancies in the permanent special assignments enumerated in Subsection (c) of this Section:

(i) Temporary vacancies, due to Employees being sick, on compensation, on vacation, compensatory time off, on chart, etc. shall be filled by the Garage Shop Steward if the Steward elects to assume such temporary assignment. Should the Garage Shop Steward elect to fill such assignment, the Steward's starting time, whenever practicable, shall be the same as that of the majority of the Employees the Steward represents. In the event the Garage Shop Steward does not so elect, the temporary vacancy shall be filled by assignment by the District Superintendent, provided, however, that such selection shall not result in a more senior Employee being required to go on the night shift or out of location.

(ii) An Employee assigned to a permanent special assignment may request a transfer to any other such assignment. Such request shall be processed in accordance with Section 4(d) of this Article.

(iii) Employees newly transferred into a District may not be assigned to a permanent special assignment for a period of one (1) year from the date of physical transfer.

(iv) An Employee assigned to a permanent special assignment may not be displaced by a senior Employee.

(v) Any other special assignment, now in force or to be created hereafter in a District, shall be filled in accordance with the provisions of this Section.

(f) The Department shall review and act upon requests for transfers no less frequently than every six (6) months.

Section 5. Health and Safety

(a) The Employer shall provide the following equipment, maintained at all times in good working order and in proper quantity: clean lavatory facilities; shower and wash basin facilities with hot and cold running water; heating facilities; proper ventilation; proper lighting and ample supplies of soap, other cleansers, paper towels, paper tissue and other clean-up materials.

The Employer and the Union shall conduct periodic inspection of all facilities which house Employees in order to insure that all such facilities are adequately maintained and provide sanitary working conditions. Where deficiencies are found and/or repair necessary, the Employer will take steps to make such repairs immediately. Since there is a large backlog of needed repairs, the Employer will proceed on a priority basis.

The Union reserves the right to challenge the Employer's priority list.

In the event it is beyond the Employer's capacity to make such repairs, the Employer, where possible, will seek additional funds to effectuate such repairs.

In the event that repairs cannot be made or funds to effectuate such repairs are not available, and the conditions at the location are such that they constitute a hazard to the life, health or safety of Employees, the Employer will take immediate steps to transfer all Employees to a more suitable location.

In the event the Union holds the Employer to be in default of this Subsection (a), the Union shall present the issue to the arbitrator for decision within forty-eight (48) hours, without resort to the other steps of the Grievance Procedure.

(b) Two (2) qualified Sanitation Workers shall respond to any call for a large wrecker in cases involving arterial highways. One (1) of these will operate the wrecker to the scene, the other shall operate a back-up vehicle to the scene for safety purposes and then assist the wrecker operator. On all other calls where a back-up vehicle is not required one (1) Employee may respond to the call.

(c) The Employer shall maintain complete medical records on injured Employees.

(d) The Employer will endeavor to minimize and reduce accidents and injuries by maintaining its equipment and facilities in good working order. Each Employee shall make every effort to perform the duties in a safe and efficient manner commensurate with the requirements of the Employer. Complaints involving the safety of equipment or working conditions may be processed as grievances.

(e) All new employees shall be trained in CPR first aid as part of the initial training regimen.

Section 6. Rights of Employees

(a) When an Employee has completed the respective work shift, and has been notified of his or her assignment for the next work day, the Employee will not be called at home for any change out of his or her district. He or she may only be called when it involves reporting to a location within his or her own district, or when it involves change of shift. The above provisions shall not apply in the event of snow emergency or Act of God. The Employee will be responsible to report by roll call to the location within the district where he or she is scheduled to work.

(b) Whenever an Employee is called to the Main Office of the Department or called by any other agency of Government for interrogation, the Employee shall be notified of the right to counsel or union representation. Such Employee shall be given ample time to secure such representation, if the Employee so elects.

(c) The Employee when summoned to the Department shall be called whenever possible during ordinary working hours. In the event the proceedings in the Department go beyond the ordinary working hours, the Employee shall be paid time and one-half (1-1/2x) in accordance with the provisions of this Agreement.

(d) Following signout from any day shift, an Employee may be recalled if the night city superintendent has been contacted and a determination is made that the position must be filled.

Section 7.

Effective July 1, 1978, any Employee applying for either ordinary or line-of-duty disability

retirement shall begin to receive his accrued time, including accrued vacation, compensatory time, terminal leave and any other accrued leave, as of the date he submits the disability retirement application, provided that the time taken does not extend beyond the effective date of retirement.

Section 8. Interest

(a) Interest on wage increases shall accrue at the rate of three percent (3%) per annum from one-hundred-twenty (120) days after the execution of this Agreement or one-hundred-twenty (120) days after the effective date of the increase, whichever is later, to the date of actual payment.

(b) Interest on shift differentials, holiday and overtime pay, shall accrue at the rate of three percent (3%) per annum from one-hundred-twenty (120) days following their earning or one-hundred-twenty (120) days after the execution of this Agreement, whichever is later, to the date of actual payment.

(c) Interest accrued under (a) or (b) above shall be payable only if the amount due to an individual Employee exceeds five dollars (\$5.00).

Section 9.

A laid-off Employee who has returned to service in the Employee's former title or in a comparable title from a preferred list shall receive the basic salary rate that would have been received by the Employee had the Employee never been laid-off up to a maximum of two (2) years of general salary increases.

Section 10. Performance Compensation

The City acknowledges that each of the uniformed forces performs an important service that reflects the diverse missions of the City's uniformed agencies. In order to reward service of an outstanding, exceptional nature, each of the uniformed agencies will establish a performance compensation program to recognize and reward such service, tailored to the unique missions of the individual uniformed agency.

The parties agree that additional compensation may be paid to Employees performing outstanding, exemplary, difficult and/or unique assignments. The City will notify and discuss with the Union of its intent to pay such additional compensation and the individuals to be compensated.

The criteria for the granting of performance-based compensation shall be based upon outstanding performance in the work assigned, and/or performance of unique and difficult work.

The performance-based compensation payments provided for in this section shall be one-time, non-recurring cash payments subject to applicable pension law. An Employee can receive no more than one payment annually.

This provision shall not affect any existing productivity programs covered in any existing collective bargaining agreements. Nor shall this provision be construed to waive any obligation of the City to negotiate over future productivity programs as required by applicable law.

22009

ARTICLE VII - REFUSE/RECYCLING COLLECTION

Section 1. Refuse Collection

(a) The Employer and the Union recognize that the Employer has the unilateral right to set and establish refuse collection routes.

The Employer and the Union enter this Agreement without prejudice to, and without waiver of, any rights that they may have under law, rule, regulation or contract in that regard.

(b) Effective upon the date of execution of this Agreement, if the Employer determines that a Sanitation Worker has not completed the refuse collection route designated by the Employer, the Sanitation Worker shall not receive the "1980 Two Worker Truck differential", described herein, for the period of time which the Sanitation Worker failed to complete the designated refuse collection route. The implementation of this provision shall be consistent with Section 3 of this Article.

(c) If a situation arises whereby the amount of refuse exceeds that which was originally presented to the Union upon the execution of this Agreement, then the Union shall have the right to present that situation to the Labor-Management Committee designated in Article VIII, Section 1 of this Agreement.

Section 2. Recycling Collection

(a) The Employer and the Union recognize that the Employer has the unilateral right to set and establish recycling collection routes.

The Employer and the Union enter this Agreement without prejudice to, and without waiver of, any rights that they may have under law, rule, regulation or contract in that regard.

(b) Effective upon the date of execution of this Agreement, if the Employer determines that a Sanitation Worker has not completed the recycling collection route, as designated by the Employer, the Sanitation Worker shall not receive the "1980 Two Worker Truck differential", described herein, for the period of time which the Sanitation Worker failed to complete the designated recycling collection route. The implementation of this provision shall be consistent with Section 3 of this Article.

(c) If a situation arises whereby the amount of recycling exceeds that which was originally presented to the Union upon the execution of this Agreement, then the Union shall have the right to present that situation to the Labor-Management Committee designated in Article VIII, Section 1 of this Agreement.

Section 3. Impartial Chair/Appeal Procedure

Any Sanitation Worker who may not receive the "1980 Two Worker Truck differential" pursuant to this Article, shall have the right to appeal the Employer's determination to a Tripartite Dispute Resolution Panel for a hearing to be held within forty-eight (48) to seventy-two (72) hours of the Department's notification to the Sanitation Worker. The Tripartite Resolution Dispute Panel shall be made up of a representative designated by the Employer, a representative designated by the Union and an Impartial Chair selected by the parties' two representatives. The standards governing the determination of the panel shall include those set forth in the Kelly Impasse Award referenced in the "Two Worker Truck Agreement"

attached hereto and made a part hereof. A claim by the Sanitation Worker that the design or length of the refuse/recycling collection route prevented the Sanitation Worker from completing the collection route shall not constitute good cause. The decision of the Tripartite Dispute Resolution Panel shall be final and binding and not subject to any further appeal.

ARTICLE VIII - LABOR-MANAGEMENT COMMITTEE

Section 1.

The Employer and the Union, having recognized that cooperation between management and Employees is indispensable to the accomplishment of sound and harmonious labor relations, shall jointly maintain and support the following Labor-Management committees.

There shall be one general Labor-Management Committee to consider and recommend to the Commissioner changes in working conditions of the Employees within the agency who are covered by this Agreement. Matters subject to the Grievance Procedure shall not be appropriate items for consideration by the Labor-Management Committee. This Labor-Management Committee shall consist of six (6) members who shall serve for the term of this Agreement. The Union's three (3) members shall be the Union President, the Union Vice President and one other executive board member. The Department's three (3) members shall be the Commissioner, the First Deputy Commissioner and one other deputy commissioner. Vacancies shall be filled by the appointing party for the balance of the term served. Each member may designate one (1) alternate. The Committee shall select a chair from among its members at each meeting. The chair of the Committee shall alternate between the members designated by the Department and the members designated by the Union. The Committee shall make its recommendations to the Commissioner and the Union in writing. This Committee shall meet at the call of either the Union or the Employer at times mutually agreeable to both parties. At least one week in advance of a meeting the party calling the meeting shall provide to the other party a written agenda of matters to be discussed. Minutes shall be kept and copies supplied to all members of the Committee.

There shall be separate Labor-Management committees established to review the following issues:

Section 2. Trial Room

(a) A Labor-Management Committee shall be established to study the current trial room. This committee shall complete its work within ninety (90) days of the execution of this Agreement.

(b) The committee defined in 2(a) shall be comprised of three (3) representatives of the Union and three (3) representatives of the Employer. This committee shall set forth its recommendations to the Union and the Employer at the conclusion of the ninety (90) day period.

Section 3. Gainsharing/Productivity

(a) A Labor-Management committee shall be established to discuss the feasibility of programs to improve the efficiency with which services are delivered by the Department. These discussions shall include, among other things, the feasibility of establishing Department Employee incentive programs such as the sharing of savings between the City, as employer, and its Employees, as represented by the Union,

realized by programs involving intensified efficiency, the application of new technology or methods of cleaning, collection and disposal, the intensified utilization of equipment, the improvement of routings and scheduling and attrition of staff, without reduction of services.

(b) The committee defined in 3(a) shall be comprised of three (3) representatives of the Union and three (3) representatives of the Employer. This committee shall make recommendations to the Union and the Employer.

Section 4. Recycling Program

(a) A Labor-Management committee shall be established to study various aspects of the City's recycling program, including the utilization of new technologies and equipment.

(b) The committee defined in 4(a) shall be comprised of three (3) representatives of the Union and three (3) representatives of the Employer. This committee shall make recommendations to the Union and the Employer.

Section 5. Special 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 gainsharing allocation and the possible expansion of the program.

Section 6. Transportation issues

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

Section 7. Labor Management Committee

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.

ARTICLE IX - PRODUCTIVITY PROGRAMS

New productivity programs have been instituted by the Employer which involve the Union's input and cooperation. In the event the Employer may consider other alternatives of service delivery, including

managed competition, such consideration may include a review of the Department's cost effectiveness and work performed by private carters in New York City and other municipalities.

ARTICLE X - GRIEVANCES

Section 1. Grievance Representation

(a) Any grievance of any Employees within the bargaining unit shall be processed and presented solely by the duly designated representatives of the Union.

To meet with, aid or encourage any non-certified minority organization and/or group representing Employees in the civil service title of Sanitation Worker for purposes of collective bargaining or processing of grievances shall be regarded as an infringement of this Agreement.

(b) One (1) Shop Steward shall be duly designated by the Union for the following work shifts and job locations:

(i) Bureau of Cleaning and Collection: Days - One (1) Steward for each section, garage, and any other field location.

Nights - One (1) Steward for each district.

(ii) Bureau of Waste Disposal: One (1) Steward for each shift at each field location.

(c) An agreed number of Borough Grievance Representatives duly designated by the Union shall have the right, without loss of pay, to investigate grievances in the bargaining unit, within their prescribed borough, and to process these grievances in all levels from the officer in charge of the given job location to the Borough Superintendent's level in the Bureau of Cleaning and Collection, or the Division Head level in the Bureau of Waste Disposal.

The Union Borough Grievance Representatives, while engaged in duties as the Union's Representative, shall, when reporting to a job location, sign the prescribed time sheet and shall keep a daily record of time spent and location visited.

Section 2. Grievance Procedure

(a) The term "grievance" shall mean a dispute concerning the application or interpretation of the terms and provisions of this Agreement or of the terms of a personnel order of the Mayor.

(b) The grievance procedure shall be as follows:

Step 1. - The Shop Steward and the grievant shall have the right to present the grievance to the supervisor in charge of the location either before Roll Call or at the end of the lunch period of that shift. Roll Call shall not be delayed or interrupted because of the presentation of grievances. The Shop Steward shall have the right to avail himself of the services of the Borough Grievance Representative of the Union or any duly designated officer of the Union for the purpose of processing the grievance. The grievance must be presented within one hundred twenty (120) days after the grievance was discovered or reasonably should have been discovered.

Step 2. - If a grievance remains unresolved at the job location (Step 1) for three (3) working days after its presentation, the Union representative shall have the right to present the matter in dispute to the appropriate Department representative at the Borough level in the Bureau of Cleaning and Collection, or the Division level in the Bureau of Waste Disposal. Such presentation must take place within five (5) working days after the grievance was first presented in the job location.

Step 3. - If a grievance remains unresolved at the Borough level (Step 2) in the Bureau of Cleaning and Collection or the Division level (Step 2) in the Bureau of Waste Disposal within three (3) working days after its presentation, the duly designated officers and/or staff of the Union shall have the right to present the unresolved grievance to the respective Bureau head involved.

Step 4. - If a grievance has not been resolved within three (3) working days after its presentation to the Bureau head (Step 3), the duly designated officers and/or staff of the Union shall have the right to process the grievance with the Director of Operations or the Director's duly designated representative.

Step 5. - If the grievance has not been resolved at Step 4 within five (5) working days after its presentation, the President of the Union and/or the President's duly designated representative shall have the right to process the grievance with the Commissioner of Department of Sanitation and/or the Commissioner's duly designated representative.

Step 6. - In the event the grievance remains unresolved within fifteen (15) working days after all the steps in the procedure stipulated above have been executed the Union shall have the sole right to invoke arbitration. The arbitration shall be conducted consistent with the procedures developed by the parties under applicable law. The costs and fees of such arbitration shall be borne equally by the Union and the Employer. The decision or award of the arbitration shall be final and binding in accord with applicable law. As a condition to the right of the Union to invoke impartial arbitration as set forth in this Article, the Employee or Employees and the Union shall be required to file with the Director of the Office of Collective Bargaining a written waiver of the rights, if any, of the Employee or Employees and/or the Union to submit the underlying dispute to any other administrative or judicial tribunal except for the purpose of enforcing the arbitrator's award.

(c) Any grievance of a general nature affecting a group of several or more Employees shall be filed at the option of the President of the Union at Step 5 of the grievance procedure without resort to previous grievance steps.

(d) The City shall have the same right and the same obligation as the Union to bring to arbitration any dispute between the parties concerning any matter defined as a "grievance" herein. It is expressly understood that, notwithstanding any provision to the contrary in this Article, the City and the Union shall have identical rights and obligations with respect to arbitration.

(e) If the Employer exceeds any time limit prescribed at any step in the grievance procedure, the Union may invoke the next step of the procedure and only the Union may invoke impartial arbitration under Step 6.

(f) The Employer shall notify the Union in writing of all grievances filed by the Employees, all grievance hearings and all grievance determinations. The Union shall have the right to have a representative present at each step of the grievance procedure and shall be given forty-eight (48) hours advance notice of

all grievance hearings.

(g) Each of the steps in the grievance procedure, as well as time limits prescribed at each step thereof, may be waived by mutual agreement of the parties.

(h) The grievance and arbitration procedure contained in this Agreement shall be the exclusive remedy for the resolution of disputes defined as "grievances" herein. The sole remedy for alleged violations of this Agreement shall be a grievance pursuant to this Article. This Section shall not be construed in any manner to limit the statutory rights and obligations of the Employer under Article XIV of the Civil Service Law.

(i) In the event an officer in a job location seeks to suspend a Sanitation Worker summarily, the officer cannot do so of his own accord. He must refer the recommendation to the Officer-in-charge of the Borough Office. That Officer must then try to resolve the dispute with both parties - the officer recommending the suspension and the Sanitation Worker, together with the Union representative - before ordering the suspension. The only exception to the foregoing is when there is an immediate threat of life, limb or property or an imminent violation of civil or criminal law.

ARTICLE XI - NO STRIKES

Neither the Union nor any Employee shall induce or engage in any strikes, slowdowns, work stoppages, or mass absenteeism, or induce any mass resignations during the term of this Agreement.

ARTICLE XII - APPLICATION OF CONTRACT

It is specifically understood and agreed that the terms and provisions of this Agreement and the benefits granted thereunder shall be applicable as of the effective date of this Agreement to each Employee who was and still is employed by the Employer in the title of Sanitation Worker on the date of the signing of the Waiver and Release required by this Agreement and who executes the following instruments and complies with the provisions of such instruments:

(a) A Waiver of any rights such Employee may have under Section 220 of the Labor Law in a form and manner approved by the Corporation Counsel's Office for such purposes (see: Appendix "A"); and

(b) A Release to the City of New York in the form now used by the City for such purposes (see: Appendix "B").

ARTICLE XIII - FINANCIAL EMERGENCY ACT

The provisions of this Agreement are modified by and subject to any applicable provisions of law, including the New York State Financial Emergency Act for the City of New York, as amended.

ARTICLE - XIV APPENDICES

The Appendix or Appendices, if any, attached hereto and initialed by the undersigned shall be deemed a part of this Agreement as if fully set forth herein.

ARTICLE XV - SAVINGS CLAUSE

Section 1.

In the event that any provisions of this Agreement are found to be invalid, such invalidity shall not impair the validity and enforceability of the remaining provisions thereof.

Section 2.

This Agreement expresses all agreements and understandings between the parties and no other agreement, understanding or practice shall be of any force or effect.

ARTICLE XVI - CAPTIONS

Captions and Table of Contents are included for purposes of indexing.

WHEREFORE, we have hereunto set our hands and seals this 6th day of December 2021.

CITY OF NEW YORK:

UNIFORMED SANITATIONMEN'S
ASSOCIATION, LOCAL 831,
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS:

BY: 

RENEE CAMPION
Commissioner of
Labor Relations

BY: 

HARRY NESPOLI
President

APPROVED AS TO FORM:

BY: 

ERIC EICHENHOLZ
ACTING CORPORATION COUNSEL

UNIT: Sanitation Worker

TERM: January 20, 2019 through December 27, 2022

OFFICE OF LABOR RELATIONS	
REGISTRATION	
OFFICIAL	CONTRACT
	
NO: 22009	DATE: <u>December 21, 2021</u>

AGREEMENT made this 6th day of December 2021 by and between the Uniformed Sanitationmen's Association, Local 831, IBT and the City of New York for the period January 20, 2019 to December 27, 2022.

WHEREAS, it is the desire and intent of the parties to continue the two-worker collection program

NOW, THEREFORE, it is agreed as follows:

1. That the following shift differentials shall be paid by shift per individual for the operation of collection vehicles manned by two workers:

		<u>Effective Date</u>		
		<u>1/20/19</u>	<u>1/20/20</u>	<u>1/20/21</u>
A.	Side loading collection vehicles when engaged in regular collection functions	\$42.90	\$43.97	\$45.29
B.	Rear loading "20 yd ³ " collection vehicles when engaged in side loading collection districts.	\$42.90	\$43.97	\$45.29
C.	Rear loading "20 yd ³ " collection vehicles when engaged in regular collection operations	\$42.90	\$43.97	\$45.29
D.	Rear loading "25 yd ³ " collection vehicles when engaged in regular collection operations.	\$51.52	\$52.81	\$54.39
E.	Cut down" collection vehicles engaged in bulk collection; Rear loading vehicles assigned to "basket" collection	\$0.00	\$0.00	\$0.00
F.	"EZ Pack" collection vehicles, when engaged in paper/cardboard and metal/glass/plastic recycling operations.	\$29.15	\$29.88	\$30.78
G.	"Route Extension" Differential under previous contract	\$15.08	\$15.46	\$15.92

2. That the collection shift differential be paid on those shifts a Sanitation Worker actually performs collection functions on a collection vehicle manned by two workers which excludes payment for such days not worked as holidays, annual leave, sick and terminal leave.

Further, it is agreed that the foregoing standard shall be implemented in accordance with the "Agreed Upon Productivity Standard" described in the Memorandum of Robert Shrank to Bruce McIver and

22009

Jack Bigel dated June 30, 1981. Consistent with current policy the standards will be established for the Districts and may be reviewed by the parties at regular quarterly intervals after the implementation of the program in the District.

3. That, effective March 1, 1992, collection shift differential earned in the previous year shall be pensionable and shall be treated for pension purposes in the same manner as the night shift differential. Deductions for pension contributions will be made on all shift differential payments.
4. That from the date of implementation of this agreement through January 19, 2019, the collection shift differential shall be included in the rate for all purposes (except as otherwise provided in paragraphs 2, 3(a) and 3(b) above) and, as of July 1, 1982 shall be increased by any general wage increases negotiated on or after that date.
5. That the Tripartite Dispute Resolution Panel formed pursuant to the Kelly Impasse Award dated December 10, 1980, except as modified in the 1991-95 collective bargaining agreement, shall continue and shall hear and decide any and all disputes arising out of the implementation of this two-worker sanitation collection vehicle program.
6. The City will continue to utilize its best efforts to maintain the sanitation cleaning and collection workforces so that adequate levels of service can be provided. The City recognizes that the workforce engaged in collection will be at a reduced level after full implementation of current productivity programs. The City within the context of its fiscal condition will seek to maintain an adequate workforce for purposes of cleaning and collection. The City will meet and discuss with the Uniformed Sanitationmen's Association when the net uniform attrition of Employees engaged in cleaning and collection in the Sanitation Department is anticipated to be more than the Citywide average in any fiscal year. Such discussions will include an explanation of the reasons for such action, an examination of the workload impact on the remaining uniform workforce, and possible alternative actions. Furthermore, there will be no layoffs at any time as a result of implementation of the extension of the two-worker truck program to the entire department.

Further, it is the understanding of the parties that while the foregoing paragraph on Workforce indicates the City's intent regarding cleaning and collection, it does not give rise to any rights or liabilities that are not already contained in contract or law.

7. In converting each District to two-worker operation the Department has used equipment of the same type as that used previously. The Department has, however, reserved the right to deploy trucks of different types in circumstances such as holiday weeks, snow and the like. In the event the Department seeks to deploy trucks of different type in other circumstances and cannot obtain the consent of the District Labor-Management Committee, the issue shall be presented for expeditious resolution by the Tripartite Committee. The parties understand and agree that the foregoing shall not limit the Department in the deployment of bulk and alley trucks with two men and with the payment of a differential equal to that applicable to the side loading vehicle.
8. That there shall be established a joint health committee that shall call upon a mutually agreed upon industrial health specialist to examine and report on health and safety issues relating to the two-worker operation of sanitation collection vehicles.
9. The parties shall continue to operate Labor-Management committees at the district level to deal with implementation of the extension of this two-worker collection program. Furthermore, the parties shall continue to utilize the contractual Labor-Management forum to pursue other productivity measures which may be applicable to other areas of the Department.

10. An equipment committee shall be established to assist in the Department's purchase or modification of collection vehicles. This committee shall include an equal number of representatives from the Department and the Union, and such other individuals as shall be mutually agreed upon.
11. This agreement shall constitute part of the collective bargaining agreement entered into between the parties for all purposes.

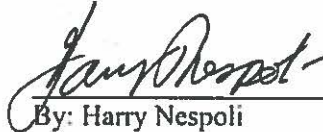
Dated: December 6, 2021 New York, New York

CITY OF NEW YORK,



By: Renee Champion

UNIFORMED SANITATIONMEN'S ASSOCIATION,



By: Harry Nespoli

22009



Office of Labor Relations

22 Cortlandt Street, New York, NY 10007
nycgwr

Renee Campion
Commissioner
Steven H. Banks
First Deputy Commissioner
General Counsel

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

Dear Mr. Nespoli:

This side letter amends the productivity initiatives side letter with regard to the applicable rates at follows:

"Refuse and Recycling" collection vehicles when engaged in regular collection operations under the 10.7/6.2 TTS programs.	<u>Effective Date</u>	<u>Amount</u>
	1/20/2019	\$2.73
	1/20/2020	\$2.80
	1/20/2021	\$2.88
"Dump-on-Shift" when engaged in regular collection and recycling operations.	<u>Effective Date</u>	<u>Amount</u>
	1/20/19	\$6.87
	1/20/20	\$7.04
	1/20/21	\$7.25
"Roll-on/Roll-off" collection vehicles when engaged in one-person collection operations.	<u>Effective Date</u>	<u>Amount</u>
	1/20/19	\$110.07
	1/20/20	\$112.82
	1/20/21	\$116.20

All other provisions of the letter shall remain unchanged.

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

Very truly yours,

Renee Campion
Commissioner

Agreed and Accepted on Behalf of Local 834, IBT

BY:

Harry Nespoli
President

22009



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

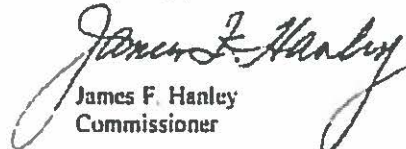
JAMES F. HANLEY
Commissioner
MARGARET M. CONNOR
First Deputy Commissioner

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

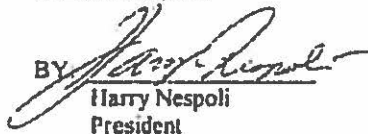
Dear Mr. Nespoli:

This is to confirm that the City of New York, as employer of the bargaining unit Sanitation Workers (the "Employer"), agrees, in accordance with applicable law, that any conversion of the function(s) of the Department of Sanitation to any public authority established by or at the request of the Mayor, City Council or other Governmental body, insofar as such functions pertain to that bargaining unit, shall be conditioned upon the public authority's acceptance of (i) its obligation to recognize and bargain with the Uniformed Sanitationmen's Association, Local 831, IBT (the "Union") and (ii) the terms of the then existing collective bargaining agreement between the Employer and the Union for the remainder of that agreement's effective period.

Very truly yours,


James F. Hanley
Commissioner

Agreed and Accepted on Behalf
of Local 831, IBT

BY 
Harry Nespoli
President

22009



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
MARGARET M. CONNOR
First Deputy Commissioner

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

Dear Mr. Nespoli:

This is to confirm our mutual understanding and agreement regarding the legislation enacted providing Tiers Two and Four Sanitation Workers, represented by the Uniformed Sanitationmen's Association ("USA"), with half pay pension after twenty (20) years of service and the right to vest after fifteen (15) years of service.

Said Sanitation Workers shall be required to make additional pension contributions in the amount of 5.35%, effective July 1, 1992. These additional amounts shall not be subject to social security offset or loans.

There shall also be an additional employee contribution of .55% of payroll to fund the increased cost of health insurance and welfare fund coverage for this new category of retirees. These amounts shall be paid into a separate fund maintained for this purpose.

In no event shall the enabling legislation result in a variation of the agreement between the City and the Uniformed Sanitationmen's Association.

In the event that any provision of the enabling legislation once enacted into law shall for any reason be adjudged to be invalid or unconstitutional by a Court of competent jurisdiction, the above agreement shall cease ipso facto and the parties shall be required to negotiate a new agreement.

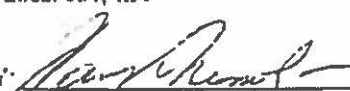
It is further agreed and understood that this legislation shall also apply to Uniformed Sanitation employees outside the bargaining unit.

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

Very truly yours,


James F. Hanley
Commissioner

Agreed and Accepted on Behalf
of Local 831, IBT

BY: 
Harry Nespoli
President

22009



OFFICE OF LABOR RELATIONS

40 Rector Street, New York, N.Y. 10006-1705
nyc.gov/olr

ROBERT W. LINN
Commissioner

RENEE CAMPION
First Deputy Commissioner

CLAIRE LEVITT
Deputy Commissioner
Health Care Cost Management

MAYRA E. BELL
General Counsel

GEORGETTE GESTELY
Director, Employee Benefits Program

February 26, 2016

Harry Nespoli
President
Uniformed Sanitationmen's Association
International Brotherhood of Teamsters, Local 831
25 Cliff Street
New York, New York 10038

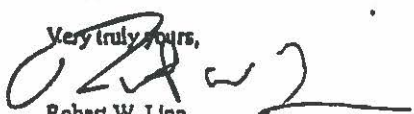
Dear Mr. Nespoli:

This letter is to memorialize what was discussed at the February 11, 2011 meeting with respect to the Work Experience Program ("WEP") participants at the City of New York, Department of Sanitation ("DSNY").

The City of New York shall convert all full-time equivalent (FTE) WEP positions at DSNY (currently 250 FTEs) to the title of Job Training Participant (Per Diem) ("JTP"), Title Code No. 80633, pursuant to the side letter agreement with District Council 37, dated February 16, 2016.

No more than the 250 FTE WEP positions will be converted to JTP positions, and there will be no change in job assignments and duties for these employees. DSNY will operate the program in accordance with its current structure.

Very truly yours,


Robert W. Linn



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

MARGARET M. CONNOR

First Deputy Commissioner

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

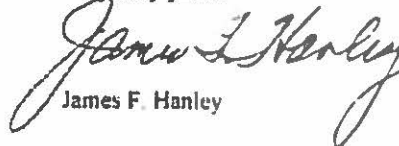
Re Study of Feasibility of DSNY Performing
Commercial Refuse Removal in Residential Buildings

Dear Mr. Nespoli:

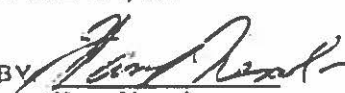
This is to confirm our mutual understanding and agreement that the City and the Union will study the feasibility of the Department of Sanitation's performing commercial refuse removal functions in residential buildings.

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

Very truly yours,


James F. Hanley

Agreed and Accepted on Behalf
of Local 831, IBT

BY 
Harry Nespoli
President

22009



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
MARGARET M. CONNOR
First Deputy Commissioner

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

Dear Mr. Nespoli:

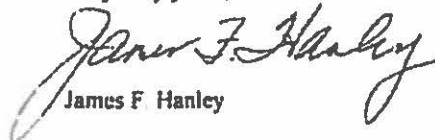
A Labor-Management Pension Committee will be established to investigate pension enhancement legislation for eligible Sanitation Workers.

The Committee will analyze the actual costs and additional contribution rates required to provide this benefit without any cost to the City.

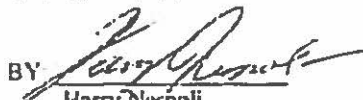
Upon mutual acceptance of the Committee's recommendations, including plan design and costs, the parties agree to jointly support the legislation necessary to implement the benefit changes.

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

Very truly yours,


James F. Hanley

Agreed and Accepted on Behalf
of Local 831, IBT

BY 
Harry Nespoli
President

22009



OFFICE OF LABOR RELATIONS

40 Rector Street, New York, N.Y. 10006-1705
nyc.gov/olr

ROBERT W. LINN
Commissioner
RENEE CAMPION
First Deputy Commissioner
CLAIRE LEVITT
Deputy Commissioner
Health Care Cost Management

MAYRA E. BELL
General Counsel
GEORGETTE GESTELY
Director, Employee Benefits Program

March
February 3, 2017

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

Dear Mr. Nespoli:

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

"Special Assignment" - CTU

after 6 months	3%
after 12 months	6%
after 18 months	9%
after 24 months	12%

Very truly yours,

Robert W. Linn
Commissioner

Agreed and Accepted on Behalf of Local 831, IBT

BY:
Harry Nespoli
President

22009



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
MARGARET M. CONNOR
First Deputy Commissioner

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

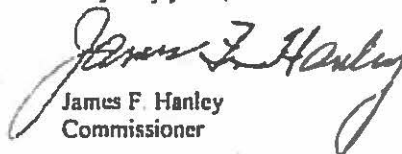
Re Agreement covering the period from March 2, 2007 through September 20, 2011

Dear Mr. Nespoli:

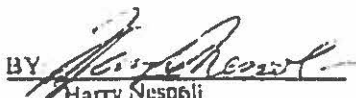
If another uniformed collective bargaining unit has an adjustment made to their salary schedule through the collective bargaining or arbitration process or otherwise during the time period covering March 2, 2007 through September 20, 2011, which results in a greater percentage wage increase, then, at 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
President

22009



OFFICE OF LABOR RELATIONS

40 Rector Street, New York, N.Y. 10006-1705
nyc.gov/olr

ROBERT W. LINN
Commissioner

RENEE CAMPION
First Deputy Commissioner

CLAIRE LEVITT
*Deputy Commissioner
Health Care Cost Management*

MAYRA E. BELL
General Counsel

GEORGETTE GESTELY
Director, Employee Benefits Program

November 21, 2016

RE: Sick Leave Program

Dear Mr. Nespoli:

In light of the successful Sick Leave Pilot Program, regarding reduction of chronic sick leave absenteeism, set out in the June 17, 2009 letter agreement related to Index No. 117281/01, this letter now confirms the parties' agreement to continue the program as part of the Collective Bargaining Agreement as follows:

(1) The Department will not apply or enforce those portions of PAP 2007-04 relating to the "Chronic Sick" category challenged in the above-referenced suit. No Sanitation Worker will be designated as falling within that category for the duration of this program. PAP 2007-04 shall be amended to specify that an employee who abuses sick leave may be subject to discipline up to and including termination. Such amendment shall remain in place for the length of this program.

(2) The Department will create a monthly list of Sanitation Workers who have twelve (12) or more incidents of sick leave use or fifty (50) or more sick days in the trailing twelve-month period. The Department will exclude from the list those Sanitation Workers for whom a meaningful portion of the 12 or more incidents or 50 or more days is related to an identifiable injury or ailment resulting in hospitalization. Additionally, it is agreed that an absence attributable to an injury such as a broken leg or broken arm will not be included in the count of sick days or sick leave incidents for purposes of creating the monthly list pursuant to this paragraph and paragraph (3) of this agreement.

(3) The Department will, each month, provide the Monthly Sick List described in (2) above to the Union along with any information reasonably necessary for the Union to counsel the individuals on the list with regard to their use of sick leave. If the Department provides the Union with medical information regarding a Sanitation Worker, the Sanitation Worker will be asked to sign a release authorizing such medical information to be forwarded to the Union.

22009

(4) The Union will, as part of the program, counsel the individuals on the Monthly Sick List as to appropriate use of sick leave.

(5) Nothing shall prevent the Department's Medical Division from conducting an initial interview with an employee regarding the use of sick leave, provided that the Union is notified of the meeting and the results are documented and sent to the Union.

(6) If an employee whose name appears on a Monthly Sick List utilizes, in the Department's determination, a significant amount of sick leave subsequent to being counseled by the Union, the Department may seek a joint counseling session with the Sanitation Worker and the Union. The Department and the Union shall work together to coordinate the scheduling of such joint sessions.

(7) Any Sanitation Worker who is jointly counseled by the Department and the Union will be provided with and asked to sign a Notice of Counseling form with the parties' understanding that such signature will not constitute an admission of any wrongdoing by the signing Worker. The Notice will provide that the Worker met with the Union and the Department on a particular date to discuss the appropriate use of sick leave and that the Department notified the Worker that should disciplinary charges be brought and a hearing officer ultimately determine that an abuse of sick leave had occurred, the Worker may be subject to discipline up to and including termination.

(8) If an employee who has been jointly counseled utilizes, in the Department's determination, a significant amount of sick leave subsequent to being jointly counseled by the Department and the Union, the Department may seek another joint counseling session with the Sanitation Worker and the Union and/or refer the Sanitation Worker to an appropriate third-party physician on the Medical Panel previously established by the Department and the Union to resolve any disputes between the Medical Division and Sanitation Worker's treating physicians regarding fitness for duty.

(9) The Department and the Union will jointly evaluate the existing makeup of the Medical Panel to determine if an additional doctor in any particular specialty need be added to reasonably effectuate the ongoing program. If so, the Department will suggest such additions to the Panel by providing the credentials of the additional doctor to the Union for evaluation. If the Union believes the credentials of the Third Party Doctor to be inappropriate to his or her designated specialty (understanding that it cannot unreasonably withhold consent), the Union shall so inform the Department in writing and the Department shall select a different Third Party Doctor whose credentials will be subject to the same review and approval by the Union. The parties agree that a Board-Certified physician is presumptively qualified to serve on the Medical Panel in his or her specialty.

(10) The Department shall pay the cost of having the Medical Panel Doctor examine the Sanitation Worker. If the Medical Panel Doctor determines that medical tests are necessary to evaluate the health of the Worker, the Panel Doctor and/or the Department's Medical Division will contact the Worker's treating physician regarding such tests. The treating physician will be asked to perform or arrange for the requested tests. With regard to any such tests, the

22009

Department will, in the first instance, look to the Sanitation Worker's health insurance provider for payment. If the insurer will not agree to pay for all or part of the tests, the Department will determine whether it will. The Sanitation Worker will not be asked or be required to personally pay for part or all of any such tests. Where the Department opts not to pay for the tests, the absence of such tests may not be used to prejudice the position of the Sanitation Worker or the Department.

(11) In conjunction with the referral of any Sanitation Worker to a Medical Panel Doctor, the Sanitation Worker will be requested to provide a Health Insurance Portability and Accountability Act ("HIPPA") compliant release permitting the Medical Panel Doctor to review the Sanitation Worker's medical files maintained by the Department and any doctor who treated the Worker within the past 24 months as well as any other medical file deemed relevant by the Medical Panel Doctor. The Medical Panel Doctor shall provide his or her findings to the Department and the Sanitation Worker will be asked to sign a HIPPA compliant release allowing the Department to forward the findings of the Medical Panel Doctor to the Union. Any such findings will be held as confidential by the Department and the Union, except that should the Department pursue disciplinary charges against the Sanitation Worker for abuse of sick leave, any such findings may be introduced as evidence before the Office of Administrative Trials and Hearings ("OATH"). Counsel for the parties may discuss how any such findings will be released and kept confidential.

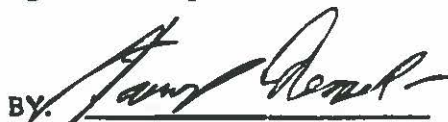
(12) This agreement may not be modified or orally changed and may be amended only by an agreement signed by both parties.

Assuming the above recitation comports with the parties' understandings, please acknowledge agreement as set out below.

Very truly yours,


Robert Linn
Commissioner

Agreed and Accepted on Behalf of Local 831, IBT

BY: 
Harry Nespoli
President

22009

Uniformed Sanitationmen's Association

LOCAL 831
affiliated with
INTERNATIONAL BROTHERHOOD OF TEAMSTERS



August 17, 2016

HARRY NESPOLI
President

DENNIS SCHOCK
Vice-President

MICHAEL BOVE
Secretary-Treasurer

THOMAS BACIGALUPO
Recording-Secretary

WILLIAM CORCORAN
Trustee

JAMES PARKER
Trustee

RONALD PRATTIS
Trustee

Kathryn Garcia
Commissioner
N.Y.C. Department of Sanitation
125 Worth Street
New York, N.Y. 10013

Dear Commissioner Garcia,

GasCard Program Letter

This letter will confirm our understanding regarding the EJWard/WEX Gascard Program and the issuance of Gascard PIN numbers to Sanitation Workers. The use of Gascard PIN numbers shall be limited as follows:

- (1) Gascard PIN numbers shall be utilized solely for purposes of the EJWard/WEX Gascard Program;
- (2) Gascard PIN numbers shall first be issued to all Sanitation Workers assigned to Gas and Oil or Garage Utility Posts, prior to being assigned to Sanitation Workers in other assignments;
- (3) All Sanitation Workers issued a Gascard PIN shall be instructed in proper usage of them;
- (4) Sanitation Workers assigned to Gas and Oil or Garage Utility posts shall continue to be responsible for fueling vehicles in the garages;
- (5) a Sanitation Worker assigned to duties other than Gas and Oil or Garage Utility posts shall only be required to fuel a vehicle when no gas and Oil or Garage Utility personnel are available (for e.g., on certain night shifts), or when such Gas and Oil or Garage Utility personnel are fully engaged in maintenance tasks;
- (6) except in extraordinary circumstances, Sanitation Workers shall not be ordered to fuel vehicles in the field at other than Department of Sanitation facilities, and with the exception of fueling at established CNG locations.

It is further understood that current staffing levels of Gas and Oil and/or Garage Utility posts shall be maintained and the fueling procedures and requirements of the EJWard Fuel/WEX Gascard Program will in no way reduce those numbers.

This letter shall constitute part of the agreement entered into between the parties for all purposes, including without limitation, the grievance procedure.

Sincerely,


Katherine Garcia

Sincerely,


Harry Nespoli

25 CLIFF STREET, NEW YORK, N.Y. 10038-2820 • PHONE (212) 964-8900

22009



sanitation

Kathryn Garcia
Commissioner

Kathryn Garcia
Commissioner
125 Worth Street
7th Floor/Room 720
New York, NY 10013

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

Dear Mr. Nespoli:

The Roll-on/Roll-off trucks will be added to the list of permanent special assignments contained in Article VI, Section 4, of the collective bargaining agreement.

The following procedures are to be implemented when the new productivity program for the Roll-on/Roll-off becomes effective:

The former Auxiliary Field Force employees currently assigned as Roll-on/Roll-off operators and not displaced by the reduction from two workers to one worker pursuant to this program, will be first to operate their assigned vehicles at their location, subject to Article VI, Section 4 of the currently effective collective bargaining agreement. Any available tissue openings at a location shall be filled by seniority.

The most senior available Sanitation Worker who has a Roll-on/Roll-off tissue in a District shall have the opportunity to bid for available Roll-on/Roll-off assignments in that District.

Roll-on/Roll-off truck assignments shall be made first by A.F.F. personnel then by seniority from among the Sanitation Workers assigned to these vehicles.

If a location with an assigned Roll-on/Roll-off truck has no available former A.F.F. crew member to back-fill or replace a Roll-on/Roll-off truck operator, then the provisions of Article VI, Section 4, would be utilized to fill the assignment.

After the foregoing has been complied with, all future permanent special assignments will be filled in accordance with the provisions of Article VI, Section 4, of the collective bargaining agreement.

Completely new members assigned will receive eight (8) days training; five (5) at the Training Division, three (3) on the job.

ROLL-ON/ROLL-OFF ASSIGNMENT PROTOCOL

This letter shall subject to the currently effective collective bargaining agreement between the City of New York and Local 831 IBT and constitute part of the Agreement entered into between the parties.

Very truly yours,


Kathryn Garcia
Commissioner

c: Robert Linn, Commissioner, Office of Labor Relations
Dennis Diggins, First Deputy Commissioner
Dan Hagevik, Director of Labor Relations
Alan M. Klinger, Esq., Counsel for Local 831



sanitation

Kathryn Garcia
Commissioner

Kathryn Garcia
Commissioner
125 Worth Street
7th Floor/Room 720
New York, NY 10013

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


Dear Mr. Nespoli:

This will confirm the Department of Sanitation's intention to apply the following procedure for lunch time truck diversion.

Where the need arises to divert a collection truck and crew to another area at lunch time, seniority will prevail for the loaders. Seniority will not prevail for the operator, unless the truck is diverted out of the district. This procedure shall only apply at the specific lunch location, wherever it is that day, that the officer and crew are present.

This letter shall constitute part of the Agreement entered into between the parties for all purposes, including without limitation, the grievance procedure.

Very truly yours,


Kathryn Garcia
Commissioner

c: Robert Linn, Commissioner, Office of Labor Relations
Dennis Diggins, First Deputy Commissioner
Dan Hagevik, Director of Labor Relations
Alan M. Klinger, Esq., Counsel for Local 831



sanitation

Kathryn Garcia
Commissioner

Kathryn Garcia
Commissioner
125 Worth Street
7th Floor/Room 720
New York, NY 10013

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

Dear Mr. Nespoli:

Please be advised that Sanitation Workers will not be moved between locations to replace Sanitation Workers on the same shift who have been temporarily transferred to another location.

This letter shall constitute part of the agreement entered into between the parties for all purposes, including without limitation, the grievance procedure.

Very truly yours,


Kathryn Garcia
Commissioner

c: Robert Linn, Commissioner, Office of Labor Relations
Dennis Diggins, First Deputy Commissioner
Dan Hagevik, Director of Labor Relations
Alan M. Klinger, Esq., Counsel for Local 831



sanitation

Kathryn Garcia
Commissioner

Kathryn Garcia
Commissioner
125 Worth Street
7th Floor/Room 720
New York, NY 10013

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

Dear Mr. Nespoli:

The Department of Sanitation expects that, except as provided below, there should be no further need for cancellation of chart days off provided that the number of volunteers does not decrease.

Further provided that fifty percent (50%) of the Sanitation Workers scheduled to be off on Mondays as a chart day will be subject to mandatory chart day cancellation.

Further provided that in the event of snow or other emergency, all chart day off cancellations will be on a mandatory basis.

This letter shall constitute part of the Agreement entered into between the parties for all purposes, including without limitation, the grievance procedure.

Very truly yours,


Kathryn Garcia
Commissioner

c: Robert Linn, Commissioner, Office of Labor Relations
Dennis Diggins, First Deputy Commissioner
Dan Hagevik, Director of Labor Relations
Alan M. Klinger, Esq., Counsel for Local 831



sanitation

Kathryn Garcia
Commissioner

Kathryn Garcia
Commissioner
125 Worth Street
7th Floor/Room 720
New York, NY 10013

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

Dear Mr. Nespoli:

This will confirm our understanding that the "minimum qualifications" and "four week training and evaluation period" referred to in Article VI, Section 4 (b)(ii) shall apply only to employees newly transferred to the Bureau of Solid Waste Management and shall not apply to assignments in the Bureau of Cleaning and Collection or to employees presently assigned to the Bureau of Solid Waste Management.

Very truly yours,


Kathryn Garcia
Commissioner

c: Robert Linn, Commissioner, Office of Labor Relations
Dennis Diggins, First Deputy Commissioner
Dan Hagevik, Director of Labor Relations
Alan M. Klinger, Esq., Counsel for Local 831



sanitation

Kathryn Garcia
Commissioner

Kathryn Garcia
Commissioner
125 Worth Street
7th Floor/Room 720
New York, NY 10013

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

Dear Mr. Nespoli:

Please be advised that, notwithstanding the provisions of Article VI, Section 4(b)(iii), work assignments outside of location ordered after the beginning of a shift shall first be offered on a seniority basis to employees who are not presently involved in their assignments and are physically available. If a sufficient number of employees have not volunteered, inverse seniority among employees then available shall be utilized to determine such work assignments.

This letter shall constitute part of the Agreement entered into between the parties for all purposes, including without limitation, the grievance procedure.

Very truly yours,


Kathryn Garcia
Commissioner

c: Robert Linn, Commissioner, Office of Labor Relations
Dennis Diggins, First Deputy Commissioner
Dan Hagevik, Director of Labor Relations
Alan M. Klinger, Esq., Counsel for Local 831



sanitation

Kathryn Garcia
Commissioner

Kathryn Garcia
Commissioner
125 Worth Street
7th Floor/Room 720
New York, NY 10013

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

Dear Mr. Nespoli:

This letter is in response to your inquiry concerning the target for payment of the "Dump-on-Shift" differential prior to the Staten Island Transfer Station becoming operational.

Until the Staten Island Transfer Station becomes operational the target for dump on shift is 44.6%. When the Staten Island Transfer Station becomes operational the target will revert to the contractually required 45.6% for dumping on shift.

Should you have any other questions on the matter please do not hesitate in contacting me.

Very truly yours,


Kathryn Garcia
Commissioner

c: Robert Linn, Commissioner, Office of Labor Relations
Dennis Diggins, First Deputy Commissioner
Dan Hagevik, Director of Labor Relations
Alan M. Klinger, Esq., Counsel for Local 831



sanitation

Kathryn Garcia
Commissioner

Kathryn Garcia
Commissioner
125 Worth Street
7th Floor/Room 720
New York, NY 10013

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

Dear Mr. Nespoli:

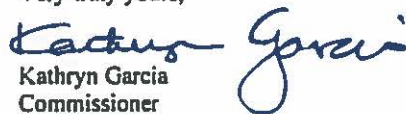
This letter is to confirm our understanding with respect to the Union's position on certain issues raised during collective bargaining on October 7, 2005, between the City of New York and Local 831 IBT.

The language of Article VI, Section 2(d), which provides for an emergency list also states that if there is no emergency list in a district the "... regular established Sunday and Holiday list..." will be used for emergencies and subject to call in and reporting requirements of the subsection.

The issue of a requirement that Sanitation Workers call their assigned work location when an emergency occurs can be satisfied with notification by the Department, through radio and television media, with an announcement that Sanitation Workers are to contact their respective work location for such assignment as may be required. This would be sufficient notice to the employees that they are required to call in.

The letter shall be subject to the currently effective collective bargaining agreement between the City of New York and Local 831 IBT and constitute part of the Agreement entered into between the parties.

Very truly yours,


Kathryn Garcia
Commissioner

c: Robert Linn, Commissioner, Office of Labor Relations
Dennis Diggins, First Deputy Commissioner
Dan Hagevik, Director of Labor Relations
Alan M. Klinger, Esq., Counsel for Local 831



OFFICE OF LABOR RELATIONS

40 Rector Street, New York, N.Y. 10006-1705
nyc.gov/olr

ROBERT W. LINN
Commissioner

RENEE CAMPION
First Deputy Commissioner

CLAIRE LEVITT
*Deputy Commissioner
Health Care Cost Management*

MAYRA E. BELL
General Counsel

GEORGETTE GESTELY
Director, Employee Benefits Program

June 28, 2018

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

Dear Mr. Nespoli:

1. This is to confirm the parties' mutual understanding concerning the health care agreement for Fiscal Years 2019 – 2021:
 - a. The MLC agrees to generate cumulative healthcare savings of \$1.1 billion over the course of New York City Fiscal Years 2019 through 2021. Said savings shall be generated as follows:
 - i. \$200 million in Fiscal Year 2019;
 - ii. \$300 million in Fiscal Year 2020;
 - iii. \$600 million in Fiscal Year 2021, and
 - iv. For every fiscal year thereafter, the \$600 million per year savings on a citywide basis in healthcare costs shall continue on a recurring basis.
 - b. Savings will be measured against the projected FY 2019-FY 2022 City Financial Plan (adopted on June 15, 2018) which incorporates projected City health care cost increases of 7% in Fiscal Year ("FY") 2019, 6.5% in FY 2020 and 6% in FY 2021. Non-recurring savings may be transferrable within the years FY 2019 through FY 2021 pursuant only to 1(a)(i), 1(a)(ii), 1(a)(iii) above. For example:
 - i. \$205 million in FY 2019 and \$295 million in FY 2020 will qualify for those years' savings targets under 1(a)(i) and 1(a)(ii).
 - ii. \$210 million in FY 2019, \$310 million in FY 2020, and \$580 million in FY 2021 will qualify for those years' savings targets under 1(a)(i), 1(a)(ii), 1(a)(iii).
 - iii. In any event, the \$600 million pursuant to 1(a)(iv) must be recurring and agreed to by the parties within FY 2021, and may not be borrowed from other years.

- c. Savings attributable to CBP programs will continue to be transferred to the City by offsetting the savings amounts documented by Empire Blue Cross and GHI against the equalization payments from the City to the Stabilization Fund for FY 19, FY 20 and FY 21, unless otherwise agreed to by the City and the MLC. In order for this offset to expire, any savings achieved in this manner must be replaced in order to meet the recurring obligation under 1(a)(iv) above.
 - d. The parties agree that any savings within the period of FY 2015 - 2018 over \$3.4 billion arising from the 2014 City/MLC Health Agreement will be counted towards the FY 2019 goal. This is currently estimated at approximately \$131 million but will not be finalized until the full year of FY 2018 data is transmitted and analyzed by the City's and the MLC's actuaries.
 - e. The parties agree that recurring savings over \$1.3 billion for FY 2018 arising under the 2014 City/MLC Health Agreement will be counted toward the goal for Fiscal Years 2019, 2020, 2021 and for purposes of the recurring obligation under 1(a)(iv) above. This is currently estimated at approximately \$40 million but will not be finalized until the full year of FY 2018 data is transmitted and analyzed by the City's and the MLC's actuaries. Once the amount is finalized, that amount shall be applied to Fiscal Years 2019, 2020, 2021 and to the obligation under 1(a)(iv).
2. After the conclusion of Fiscal Year 2021, the parties shall calculate the savings realized during the 3 year period. In the event that the MLC has generated more than \$600 million in recurring healthcare savings, as agreed upon by the City's and the MLC's actuaries, such additional savings shall be utilized as follows:
- a. The first \$68 million will be used by the City to make a \$100 per member per year increase to welfare funds (actives and retirees) effective July 1, 2021. If a savings amount over \$600 million but less than \$668 million is achieved, the \$100 per member per year (actives and retirees) increase will be prorated.
 - b. Any savings thereafter shall be split equally between the City and the MLC and applied in a manner agreed to by the parties.
3. Beginning January 1, 2019, and continuing unless and until the parties agree otherwise, the parties shall authorize the quarterly provision of the following data to the City's and MLC's actuaries on an ongoing quarterly basis: (1) detailed claim-level health data from Emblem Health and Empire Blue Cross including detailed claim-level data for City employees covered under the GHI-CBP programs (including Senior Care and Behavioral Health information); and (2) utilization data under the HIP-HMO plan. Such data shall be provided within 60 days of the end of each quarterly period. The HIP-HMO utilization data will also be provided to the City's and MLC's actuaries within 60 days of the execution of this letter agreement for City Fiscal Year 2018 as baseline information to assess ongoing savings. The HIP-HMO data shall include: (i) utilization by procedure for site of service benefit changes; (ii) utilization by disease state, by procedure (for purposes of assessing Centers of Excellence); and (iii) member engagement data for the Wellness program, including stratifying members by three tranches (level I, II and III). The data shall include baseline data as well as data regarding the assumptions utilized in determining expected savings for comparison. The data described in this paragraph shall be provided pursuant to a data sharing agreement entered into by the City and MLC, akin to prior data agreements, which shall provide for the protection of member privacy and related concerns, shall cover all periods addressed by this Agreement (i.e., through June 30, 2021 and thereafter), and shall be executed within thirty days of the execution of this letter agreement.

4. The parties agree that the Welfare Funds will receive two \$100 per member one-time lump-sum payments (actives and retirees) funded by the Joint Stabilization Fund payable effective July 1, 2018 and July 1, 2019.
5. The parties recognize that despite extraordinary savings to health costs accomplished in the last round of negotiations through their efforts and the innovation of the MLC, and the further savings which shall be implemented as a result of this agreement, that the longer term sustainability of health care for workers and their families, requires further study, savings and efficiencies in the method of health care delivery. To that end, the parties will within 90 days establish a Tripartite Health Insurance Policy Committee of MLC and City members, chaired by one member each appointed by the MLC and the City, and Martin F. Scheinman, Esq. The Committee shall study the issues using appropriate data and recommend for implementation as soon as practicable during the term of this Agreement but no later than June 30, 2020, modifications to the way in which health care is currently provided or funded. Among the topics the Committee shall discuss:
 - a. Self-insurance and/or minimum premium arrangements for the HIP HMO plan.
 - b. Medicare Advantage- adoption of a Medicare Advantage benchmark plan for retirees
 - c. Consolidated Drug Purchasing- welfare funds, PICA and health plan prescription costs pooling their buying power and resources to purchase prescription drugs.
 - d. Comparability- investigation of other unionized settings regarding their methodology for delivering health benefits including the prospect of coordination/cooperation to increase purchasing power and to decrease administrative expenses.
 - e. Audits and Coordination of Benefits- audit insurers for claims and financial accuracy, coordination of benefits, pre-65 disabled Medicare utilization, End Stage Renal Disease, PICA, and Payroll Audit of Part Time Employees.
 - f. Other areas- Centers of Excellence for specific conditions; Hospital and provider tiering; Precertification Fees; Amendment of Medicare Part B reimbursement; Reduction of cost for Pre-Medicare retirees who have access to other coverage; Changes to the Senior Care rate; Changes to the equalization formula.
 - g. Potential RFPs for all medical and hospital benefits.
 - h. Status of the Stabilization Fund.

The Committee will make recommendations to be considered by the MLC and the City.

6. The joint committee shall be known as the Tripartite Health Insurance Policy Committee (THIPC) and shall be independent of the existing "Technical Committee." The "Technical Committee" will continue its work and will work in conjunction with the THIPC as designated above to address areas of health benefit changes. The Technical Committee will continue to be supported by separate actuaries for the City and the MLC. The City and the MLC will each be responsible for the costs of its actuary.
7. In the event of any dispute under sections 1-4 of 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 Martin Scheinman for resolution consistent with the dispute resolution terms of the 2014 City/MLC Health Agreement:
 - a. Such dispute shall be resolved within 90 days.

- b. The arbitrator shall have the authority to impose interim relief that is consistent with the parties' intent.
- c. The arbitrator shall have the authority to meet with the parties as such times as is appropriate to enforce the terms of this agreement.
- d. The parties shall share the costs for the arbitrator (including Committee meetings).

If the above conforms to your understanding, please countersign below.

Sincerely,



Robert W. Linn

Agreed and Accepted on behalf of the Municipal Labor Committee

BY: 
Harry Nespoli, Chair



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



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
MARGARET M. CONNOR
First Deputy Commissioner

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

Dear Mr. Nespoli:

The Uniformed Sanitationmen's Association, Local 831, IBT ("the Union") and the City of New York ("the City") (together, the "Parties") mutually understand and agree that the general wage increases, the new supplemental payments to the Uniformed Sanitationmen's Association Compensation Accrual Fund, and the new productivity differentials are funded, in part, through savings to be achieved through increased productivity and other cost-savings mechanisms including the new salary schedule for new hires.

The Parties mutually agree that should the productivity initiatives set forth in the new 10.7 tons refuse and 6.2 tons recycling Tons Per Truck Shift Program and/or the Dumping-on-Shift Program and/or the One-Worker Roll-on/Roll-off Program fail to achieve the savings agreed upon herein to fund the 1.3% wage increases in this and subsequent collective bargaining agreements, the Parties agree to meet and confer to evaluate whether or not operational changes may be made to facilitate achieving the agreed-upon savings. Should such savings not be able to be realized, the Parties agree to consider new or alternative funding mechanisms to address any shortfall(s) in projected savings. In the event that the parties are unable to agree, the matter shall be submitted to the Tripartite Dispute Resolution Panel formed pursuant to the Kelly Impasse Award dated December 10, 1980 (the "Tripartite Panel") for resolution.

The Parties agree that the program will be reviewed periodically after implementation and thereafter excluding the four (4) month break-in period. The Parties will meet to discuss changes in productivity standards and/or shift differentials or other forms of compensation, if the agreed upon standards are exceeded or are not met. Any disagreements, not otherwise precluded by the parties' collective bargaining agreement and/or by prior decision or law, will be determined by the Tripartite Panel.

Refuse and Recycling Targets

In accordance with Section 9 of the Two-Worker Truck Agreement, the Parties have mutually agreed to have the Citywide and local district labor management committees recalibrate the Citywide target average tons per truck shift in the refuse collection and recycling programs to 10.7 tons per truck shift for refuse collection and to 6.2 tons per truck shift for recycling collection, respectively.

Individual district goals will be established for each program after the Sanitation Department (the "Department") and the Union, through the Citywide and district labor management committees, reach agreement on the individual district goals.

The Citywide target may be more (or less) than the 10.7 refuse / 6.2 recycling tons per truck shift subject to the agreement of the Parties, and the number of truck shifts shall be adjusted accordingly.

22009

The Parties agree to eliminate the 4.8, 5.4 and 7.2 targets for recycling and the 10.6 target for refuse. The Parties recognize that there are now two components of the collection productivity differentials, one for the underlying "two-worker truck" program as indicated in the Two-Worker Truck Agreement Paragraphs 1 A. through F), and one for the new 10.7 tons per truck shift for refuse collection and the 6.2 tons per truck shift for recycling collection targets that combines the payment provided under Paragraph G with the supplemental payment to the Uniformed Sanitationmen's Association Compensation Accrual Fund. It is therefore possible for a Sanitation Worker to receive neither component, only the "two-worker truck" component, or both the "two-worker truck" component and the new 10.7/6.2 "combined" component.

The docking trigger for the 10.7/6.2 combined component is 10.7/6.2, and the docking trigger for the "two-worker truck" component, is 10.1/6.0.

The 10.7 tons per truck shift for refuse collection and the 6.2 tons per truck shift for recycling collections, as well as the 45.6% of trucks dumped on shift, are the agreed upon targets to be reached for the new tons per truck shift and dumping-on-shift programs.

It is agreed that the Citywide bank for refuse and recycling will be used to address unexpected circumstances and temporary difficulties in a district. If the district 2% bank is frequently exceeded, then the Department and the Union shall meet promptly to resolve the truck shift issue in the affected district while maintaining the Citywide 10.7 and 6.2 tons per truck shift targets. The number of trucks assigned on a holiday shall have no effect on the bank for that week.

The parties agree to review the adequacy of the "banks" on a district-by-district basis.

The Parties have mutually agreed that the combined differential for the 10.7 and 6.2 collection targets consists of the component indicated in Paragraph 1. G of the Two-Worker Truck Agreement and a separate contribution in the flat amount of \$2.00 per qualifying shift to be paid to the Uniformed Sanitationmen's Association Compensation Accrual Fund (the "Supplemental Payment"). The \$2.00 per shift Supplemental Payment shall be adjusted by future across-the-board increases, if any, but the Supplemental Payment shall not be subject to any premium payments. Eligibility for payment will begin in a district once the district begins the new program. The Supplemental Payment component will be paid on a standard four-week cycle subject to a determination that the standards for receiving the payment have been met.

If the tons per truck shift targets for a given District are unmet, the combined differential shall be paid provided that the District has met its targeted number of truck shifts and the new routes, designed to achieve a Citywide average of 10.7 tons per truck shift for refuse and 6.2 tons per truck shift for recycling, have been completed.

The Supplemental Payment shall not be paid to any member subject to the established docking procedure unless and until the employee appeals such decision and such appeal is upheld.

"Refuse and Recycling" collection vehicles when engaged in regular collection operations under the 10.7/6.2 TTS programs	<u>Effective Date</u>	<u>Amount</u>
	03/02/07	\$2.14
	03/02/08	\$2.23
	08/21/09	\$2.32
	08/21/10	\$2.41

Dumping-on-Shift Targets

The Parties have mutually agreed to a new program for refuse and recycling crews that shall be part of a comprehensive productivity agreement, the purpose of which is to establish new performance measurements for attaining savings to be derived from "dumping on shift" and to provide a differential payment for achieving and maintaining those performance standards.

The Citywide and district targets and cut-off times will be adjusted through labor management committees as is the current practice. The productivity program assumes that a "dumping-on-shift" performance standard of at least 45.6% (combined standard for refuse and recycling) shall be maintained. The Parties agree that payment will be made based on a weekly target of 45.6% of loads dumped on shift as long as a floor of 40% is attained Citywide. The floor of 40% is intended to address circumstances and difficulties that may occur. When the 40% floor is not attained Citywide (excluding non-normal operations, e.g., snow and transfer station issues), the differential payment will not be paid to any employee for that week. The Union may appeal such a decision to the Tripartite Panel.

The Parties have mutually agreed that a new differential in the amount of \$5.00 per qualifying shift will be paid for each dump made on shift (only one payment shall be made for a split-body truck) when the route is cleaned. Eligibility for

22009

payment will begin during the initial monitoring period of four (4) months. During the four month monitoring period, the Parties agree to a trial program in which supervisors in the district, after consultation with the designated shop steward, shall determine which sections and trucks will be sent to the dump site first if they have finished the route.

The dumping-on-shift differential shall not be paid if the route is incomplete except as otherwise provided below. The "dump-on-shift" differential payment shall be paid in all cases where the employee is dispatched to dump by assigned supervision. Payment shall not be made for exigencies such as, but not limited to, longer term operational issues such as a facility being closed for an extended period of time and/or going off-line in which case the program shall be suspended in the affected location(s).

Any Sanitation Worker who has been denied the "dump-on-shift" differential pursuant to this Agreement shall have the right to appeal the denial to a review committee consisting of the First Deputy Commissioner or designee(s) and the President of Local 831, IBT, or designee(s). If the matter is still unresolved, the Union may appeal the Employer's determination to the Tripartite Panel for a hearing to be held within forty-eight (48) to seventy-two (72) hours of the Department's notification to the Sanitation Worker pursuant to the provisions of Article VII of the collective bargaining agreement between the City of New York and the Uniformed Sanitationmen's Association, Local 831, IBT, covering the period from November 23, 2002 to March 1, 2007 (the "Collective Bargaining Agreement").

The standards to be established Citywide and for the Boroughs under the new productivity program shall be reviewed (monitored) at regular quarterly intervals, or at the request of either Party, after the implementation of the program to determine whether or not the agreed upon targets are continuing to be met. The Parties shall promptly meet and make any necessary adjustments to ensure continuing savings are being attained.

The "dumping-on-shift" differential shall not become part of the employee's basic salary rate nor be added to the Employee's basic salary for the calculation of any salary-based benefits. The differential shall be adjusted by future across-the-board collective bargaining increases, if any, and it shall be subject to any premium payments. The differential shall be pensionable consistent with applicable law. Eligibility for the "dumping-on-shift" differential will begin in a District once the District begins the new program.

This agreement shall not supersede the provisions of Article VII, Sections 1 (a), 2 (a) and 3 of the Collective Bargaining Agreement.

"Dumping-on-Shift" when engaged in regular collection and recycling operations	<u>Effective Date</u>	<u>Amount</u>
	03/02/07	\$5.37
	03/02/08	\$5.58
	08/21/09	\$5.80
	08/21/10	\$6.03

Roll-on/Roll-off Program

The parties have mutually agreed to a new program - a "Roll-on/Roll-off" productivity agreement using one Sanitation Worker in place of a two Sanitation Worker crew on certain "Roll-on/Roll-off" vehicles to be determined by the Department, without any reduction in current productivity standards. Any changes will be discussed through the labor-management committee created through the productivity programs (the "Labor-Management Committees").

Current assigned locations shall remain the same unless changed through the Labor-Management Committees.

The Parties have mutually agreed that a new differential in the amount of \$80.00 per qualifying shift will be paid in the same manner as other differentials. Current productivity standards shall be maintained.

The "Roll-on/Roll-off" differential shall not become part of the employee's basic salary rate nor be added to the Employee's basic salary for the calculation of any salary-based benefits. The differential shall be adjusted by future across-the-board collective bargaining increases, if any, and shall be subject to any premium payments. The differential shall be pensionable consistent with applicable law. Eligibility for the "Roll-on/Roll-off" differential will begin in a District once the District begins the new program.

The "Roll-on/Roll-off" vehicles will be added to the list of permanent special assignments contained in Article VI, Section 4 (c) and treated in accordance with the provisions of such Article for all subsequent assignments to such vehicles.

The current side letter concerning "Roll-on/Roll-off" assignments is hereby rescinded and is replaced by the terms of a new side letter (attached).

2009

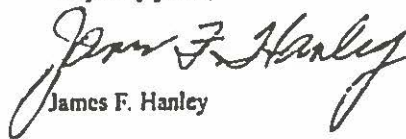
This agreement is subject to the terms of the currently effective collective bargaining agreement between the City of New York and Local 831 of the International Brotherhood of Teamsters.

"Roll-on/Roll-off" collection vehicles when engaged in one-person collection operations.	<u>Effective Date</u>	<u>Amount</u>
	03/02/07	\$85 82
	03/02/08	\$89 25
	08/21/09	\$92 82
	08/21/10	\$96 53

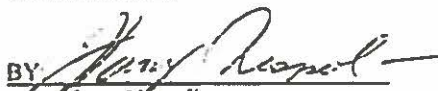
Any dispute, controversy, or claim not otherwise precluded by the parties' collective bargaining agreement and/or by prior decision or law concerning or arising out of the execution, application, interpretation or performance of any of the terms or conditions of this agreement shall be submitted to the Tripartite Panel.

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

Very truly yours,


James F. Hanley

Agreed and Accepted on Behalf
of Local 831, IBT

BY 
Harry Nespoli
President

22009



Office of Labor Relations

22 Corlandt 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
Georgetta 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