Contract Database Metadata Elements

Title: Islip Resource Recovery Agency (IRRA) and Islip Resource Recovery Agency Unit, International Brotherhood of Teamsters (IBT), Local 237 (2008) (MOA)

Employer Name: Islip Resource Recovery Agency

Union: Islip Resource Recovery Agency Unit, International Brotherhood of Teamsters (IBT)

Local: 237

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AGREEMENT made between the Islip Resource Recovery Agency (herein referred to as the "Agency"), and the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, Local 237, IRRA Unit (hereinafter referred to as the "Union").

The parties herewith agree that said agreement which expired December 31, 2007, shall be modified to the extent set forth herein. Except for changes in language to said agreement made necessary by the following agreement, the provisions of said contract shall remain unchanged. No agreement on individual provisions unless there is total agreement.

1. Term of Agreement:

   72 months - January 1, 2008 through December 31, 2013.

2. Wages:

   a. For 2008, all full time employees who were actively and continuously employed from January 1, 2008 through December 31, 2009, will receive a lump sum, non-pensionable cash payment of $800 to be paid on July 1, 2010. There will be no pro-rata payments. Those employees who were laid off on November 6, 2009 will be eligible for the lump sum payment as if they were on payroll until December 31, 2009.

   b. For 2009, all full time employees who were actively and continuously employed from January 1, 2009 through December 31, 2009, will receive a lump sum, non-pensionable cash payment of $800 to be paid on July 1, 2011. There will be no pro-rata payments. Those employees who were laid off on November 6, 2009 will be eligible for the lump sum payment as if they were on payroll until December 31, 2009.

   c. Effective January 1, 2010, the salary schedules that were in effect on December 31, 2007, will be increased by 2.0%.

   d. Effective January 1, 2011, the salary schedules that were in effect on December 31, 2010, will be increased by 1.25%.

   e. Effective July 1, 2011, the salary schedules that were in effect on June 30, 2011, will be increased by 1.25%.

   f. Effective January 1, 2012, the salary schedules that were in effect on December 31, 2011, will be increased by 1.50%.

   g. Effective July 1, 2012, the salary schedules that were in effect on June 30, 2012, will be increased by 1.25%.

   h. Effective January 1, 2013, the salary schedules that were in effect on December 31, 2012, will be increased by 1.25%.

   i. Effective July 1, 2013, the salary schedules that were in effect on June 30, 2013, will be increased by 1.75%.
4. **Night Differential:**

   Effective January 1, 2010, night differential will be based on 10% of the hourly rates in effect on December 31, 2007 during the term of this agreement. Effective January 1, 2014, night differential will revert to 10% of rates in effect on January 1, 2014.

5. **Sick Leave:**

   Effective January 1, 2010, all employees hired on or after January 1, 2010, who subsequently voluntarily resign or retire prior to the completion of five years of continuous service will not receive a lump sum payment for unused sick leave until the completion of five years of service.

6. **Holidays:**

   a. Effective January 1, 2010, Election day holiday will be eliminated from IRRA’s 2010 holiday schedule. In 2011, the Lincoln’s birthday holiday will be eliminated.

   b. Incumbent employees, hired prior to January 1, 2010, will receive one (1) additional personal leave day added to their one personal leave day bank for a total of two (2) personal leave days. In 2011, incumbent employees will receive another personal leave day for the elimination of the Lincoln’s Birthday holiday for a total of three (3) personal leave days.

   c. Those employees hired on or after January 1, 2010 will not receive their annual allotment of one (1) personal leave day until the January 1, of any given year, following the completion of one year of service.

7. **Vacation:**

   Effective January 1, 2010, the vacation benefit for those employees hired on or after January 1, 2010 will be modified, as follows:

   - 1 year of service: 10 days
   - 3 years of service or more: 15 days
   - 5 years of service or more: 20 days
8. Health Insurance:

a. All full time employees hired on or after the date of ratification of this Agreement will be required to contribute each year 5% of healthcare premiums applicable to them if their base annual salary is less than $30,000, 10% of premiums if their base annual salary is from $30,000 up to $50,000 and 15% of premiums if their salary is $50,000 and above. Changes in an employee’s base annual salary will subject him/her to a change in their premium contributions.

b. Effective January 1, 2010, all employees hired on or after January 1, 2010, cannot be enrolled as both an employee and dependent of another member whose benefits are administered by the Town. Employees can either be enrolled as a dependent or carry their own coverage. The opt out bonus does not apply to an employee claiming to be a dependent under the New York State Health Insurance Program.

c. Effective January 1, 2010, all employees hired on or after January 1, 2010, who opt out or withdraw from health insurance coverage will receive the following premium payment following the completion of one full year without health insurance coverage after the date of withdrawal from health insurance eligibility. The premium payments will be 50% of the least expensive health care premium payments available up to a maximum of $5,000 for family coverage and $2,500 for single coverage.

d. Effective January 1, 2010, all incumbent employees hired prior to January 1, 2010, who opt out or withdraw from health insurance coverage will receive the following premium payment following the completion of one full year without health insurance coverage after the date of withdrawal from health insurance eligibility. The premium payments will be 50% of the least expensive health care premium payments in effect on January 1, 2009. The opt-out bonus payment will be frozen at the 2009 premium rate levels (individual and family) during the term of this agreement.

9. Welfare Fund:

a. Effective December 1, 2009, the parties agree to suspend monthly payments to the Union’s Welfare Fund.

b. The Agency shall make no payment to the Welfare Fund until such time as the fund has been reduced to sustain benefits for one year; i.e. has a one year reserve. There shall be quarterly reevaluation of the fund to insure that a one year reserve is maintained. Should the Welfare Fund fall below the one year reserve, the Agency shall make payments on a monthly basis to the Welfare Fund in a dollar amount necessary to maintain a one year reserve.

10. The provisions of this Stipulation are subject to ratification by the membership of the bargaining unit and the Agency Board.

11. All of the members of the respective Negotiating Committees who have signed this Memorandum agree to recommend to their respective constituencies that the terms of this Memorandum of Understanding be ratified and approved by the membership of the bargaining unit.
April 8, 2010 – IRRA Unit

12. The provisions of the expired collective bargaining agreement shall continue except as modified in this Memorandum of Agreement.

Teamsters Local #237

Richard Hendershot, Executive Vice President
Wayne Kessler, IRRA Shop Stewart
John Sandoval, Assistant Director
Robin Bahnsen, Business Agent

Agency

Christopher Andrade, President
Robert H. P. Ennegan, Director, Labor Relations and Personnel