

# 40012

WHEREAS, the undersigned parties desire and intend to enter into collective bargaining agreements, including a 2000 - 2003 Uniformed Forces Coalition Economic Agreement and agreements successor to existing unit agreements expiring on: May 22, 2000 (USA); May 31, 2000 (UFA); June 30, 2000 (UFOA, MBA); July 31, 2000 (COBA); September 30, 2000 (SBA); November 30, 2000 (SBA, LBA, ADW/DWA, CCA); April 30, 2001 (CEA); and June 21, 2001 (DEA), respectively, and the unit agreement to be entered into with the Uniformed Sanitation Chiefs Association ("Predecessor Separate Unit Agreements") to cover the employees represented by the Unions ("Employees"); and WHEREAS, the undersigned parties intend to enter into a 2000 - 2003 Uniformed Forces Coalition Economic Agreement to cover all cost-related matters and to incorporate the terms of this 2000 - 2003 Uniformed Forces Coalition Economic Agreement into the Successor Separate Unit Agreements; and

WHEREAS, the parties hereto, the Uniform Forces Coalition have reached agreement on the economic terms to be incorporated into a 2000 - 2003 Uniformed Forces Coalition Economic Agreement and now wish to memorialize that agreement pending completion of that 2000 - 2003 Uniformed Forces Coalition Economic Agreement.

NOW THEREFORE:

CCA (I)

1. Term of 2000 - 2003 Uniformed Forces Coalition Economic Agreement. The term of the 2000 - 2003 Uniformed Forces Coalition Economic Agreement shall be twenty-four (24) months with two (2) three-month extensions.

2. General Increase. The general increases, effective as indicated, shall be:  
a. Effective on the first day of the applicable Successor Separate Unit Agreement, Employees shall receive a rate increase of 5%.  
b. Effective on the first day of the second year of the applicable Successor Separate Unit Agreement, Employees shall receive an additional rate increase of 5%.

3. Calculation of General Increase. The increases provided for in paragraph "2," above shall be calculated as follows:

a. the increase in paragraph "2(a)" shall be based upon the base rates (which shall include salary or incremental schedules) of the applicable titles in effect on the last day of the applicable Predecessor Separate Unit Agreement; and  
b. the increases in paragraph "2(b)" shall be based upon the base rates (which shall include salary or incremental schedules) of the applicable titles in effect on the last day of the first year of the first year of the applicable Successor Separate Unit Agreement.

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7. This Agreement is subject to the internal ratification procedures of each of the signatory Unions. The undersigned Union representatives and the other bargaining representatives agree to present in accordance with applicable law the terms of this Agreement to their respective membership, or other board or committee which approves collective bargaining agreements.

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.

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.

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 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 each affected union of its intent to pay such additional compensation and the individuals to be compensated.

6. 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.

5. Continuation of Terms. The terms of the Predecessor Separate Unit Agreements shall be continued in full force and effect except as modified pursuant to the *2000 - 2003 Uniformed Forces Coalition Economic Agreement* and Appendices and the separate Successor Unit Agreement.

4. Additional Compensation Funds. Effective the first day of the twenty-eighth month of the *Successor Separate Unit Agreement*, each bargaining unit shall have available funds of 1.5% in rate to purchase recurring benefits, mutually agreed to by the parties, other than to enhance the general wage increases set forth in Section 2. The funds available shall be based on the payroll, including spinoffs and pensions, as of the December 31, 1999 payroll.

d. The funding for 1% of the General Increase provided for in paragraph "2(b)" is generated through a contract extension.

c. The increases provided in paragraph "2" shall be applied to the base rates and salary grades fixed for the applicable titles, except as may be modified in the separate Unit Agreement (other than basic maximum salary).



8. Term of This Agreement. It is expressly understood and agreed that the parties intend to enter into the 2000 - 2003 Uniformed Forces Coalition Economic Agreement and separate Successor Unit Agreement as soon as practicable. Payment and terms of any payment of any increases set forth in this Agreement shall be set forth in that 2000 - 2003 Uniformed Forces Coalition Economic Agreement and there shall be no obligation to pay any amount until that Agreement is executed.

9. Dispute Resolution. Any dispute, controversy, or claim concerning or arising out of the execution, application, interpretation or performance of any of the terms or conditions of this 2000 - 2003 Uniformed Forces Coalition Interim Agreement shall be submitted to arbitration upon written notice thereto by any of the parties to this 2000 - 2003 Uniformed Forces Coalition Interim Agreement to the party with whom such dispute or controversy exists. The matter submitted for arbitration shall be submitted to an arbitration panel consisting of Marlene Gold, George Nicolau, and Daniel Collins, or a mutually agreed to successor, pursuant to Title 61 of the Rules of the City of New York. Any award in such an arbitration proceeding shall be final and binding and shall be enforceable pursuant to Article 75 of the CPLR.

10. Savings Clause. The failure of any Union to ratify this 2000 - 2003 Uniformed Forces Coalition Interim Agreement, the 2000 - 2003 Uniformed Forces Coalition Economic Agreement, or the successor Unit Agreement, whichever is placed for ratification, shall not impair the validity and enforceability of this 2000 - 2003 Uniformed Forces Coalition Interim Agreement with regard to any Union ratifying.

WHEREFORE, we have hereunto set our hands and seals this 26<sup>th</sup> day of July 2001.

FOR THE CITY OF NEW YORK  
By: James F. Hanley  
JAMES F. HANLEY  
Commissioner of Labor Relations

FOR THE CORRECTION OFFICERS BENEVOLENT ASSOCIATION  
By: Norman Seabrook  
NORMAN SEABROOK  
President

FOR THE UNIFORMED FIREFIGHTERS ASSOCIATION  
By: Kevin E. Gallagher  
KEVIN E. GALLAGHER  
President



FOR THE ASSISTANT DEPUTY  
WARDENS/ DEPUTY WARDENS  
ASSOCIATION  
President  
SIDNEY SCHWARTZBAUM

By:

FOR THE CORRECTION CAPTAINS  
ASSOCIATION  
President  
PETER D. MERINGOLO

By:

FOR THE SANITATION OFFICERS  
ASSOCIATION  
President  
JOSEPH MANNION

By:

FOR THE MARINE ENGINEERS  
BENEFICIAL ASSOCIATION  
Director  
JAMES LARIVIERE

By:

FOR THE UNIFORMED SANITATION  
CHIEFS ASSOCIATION  
President  
PETER KELLY

By:

FOR THE UNIFORMED FIRE  
OFFICERS ASSOCIATION  
President  
PETER GORMAN

By:



FOR THE SERGEANTS  
BENEVOLENT ASSOCIATION

By: *[Signature]*  
 ANTHONY J GARVEY  
 President

FOR THE LIEUTENANTS  
BENEVOLENT ASSOCIATION

FOR THE CAPTAINS ENDOWMENT  
ASSOCIATION

By: *[Signature]*  
 JOHN F. DRISCOLL  
 President

FOR THE DETECTIVES  
ENDOWMENT ASSOCIATION

By: *[Signature]*  
 THOMAS J. SCOTTO  
 President

FOR THE UNIFORMED  
SANITATIONMEN'S ASSOCIATION

By: *[Signature]*  
 PETER SCARLATOS  
 President

FOR THE SERGEANTS  
BENEVOLENT ASSOCIATION

By: *[Signature]*  
 BERNARD POUND  
 President

