

**“2018 – 2022” Uniformed Officers Coalition Economic Agreement (“UOCEA”)**

**MEMORANDUM OF ECONOMIC AGREEMENT** made this ~~18<sup>th</sup>~~ day of December, 2019, (“2018 – 2022” *Uniformed Officers Coalition Economic Agreement*”) by and between the undersigned Unions (“the Unions”) and the City of New York (“the Employer”);

**WITNESSETH**

**WHEREAS**, the undersigned parties desire to enter into collective bargaining agreements, including this *UOCEA* and agreements successor to existing unit agreements expiring on: March 19, 2018 (UFOA); October 31, 2018 (LBA); December 31, 2018 (USCA); February 28, 2019 (COBA); April 30, 2019 (CEA); August 15, 2019 (CCA); July 1, 2019 (SOA); and January 31, 2020 (ADW/DWA) respectively, to cover the employees represented by the Unions (“Employees”); and

**WHEREAS**, the undersigned parties intend by this *UOCEA* to cover all cost-related matters and to incorporate the terms of this *UOCEA* into the Separate Unit Agreements,

**NOW, THEREFORE**, it is jointly agreed as follows:

**Section 1.**      **Term.**

The term of each Separate Unit Agreement shall be thirty-six (36) months from the expiration date of the Predecessor Separate Unit Agreements.

**Section 2.**      **Continuation of Terms.**

All terms of the Predecessor Separate Unit Agreements shall be continued except as modified pursuant to this *UOCEA*.

### Section 3. General Wage Increases

- a. The general increases, effective as indicated, shall be:
  - (i) Effective on the first day of the applicable Successor Separate Unit Agreement, Employees shall receive a rate increase of 2.25%.
  - (ii) Effective on the first day of the 13th month of the applicable Successor Separate Unit Agreement, Employees shall receive an additional rate increase of 2.5%.
  - (iii) Effective on the first day of the 25th month of the applicable Successor Separate Unit Agreement, Employees shall receive an additional rate increase of 3%.
- b. The increases provided for in this Section 3 a. shall be calculated as follows:
  - (i) The increases in Section 3a. (i) shall be based upon the base rates (which shall include salary or incremental schedules) of the applicable titles in effect on the last day<sup>1</sup> of the prior Agreement.
  - (ii) The increases in Section 3a. (ii) 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 12<sup>th</sup> month of the applicable Successor Separate Unit Agreement.
  - (iii) The increases in Section 3a. (iii) 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 24<sup>th</sup> month of the applicable Successor Separate Unit Agreement.
- c. The increases provided in this Section 3 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).

### Section 4. Health Savings and Welfare Fund Contributions

The June 28, 2018 Letter Agreement regarding health savings and welfare fund contributions between the City of New York and the Municipal Labor Committee, will be attached as an Appendix, and is deemed part of this *UOCEA* and incorporated in each Successor Separate Unit Agreement.

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<sup>1</sup> March 19, 2018 (UFOA); October 31, 2018 (LBA); December 31, 2018 (USCA); February 28, 2019 (COBA); April 30, 2019 (CEA); August 15, 2019 (CCA); July 1, 2019 (SOA); and January 31, 2020 (ADW/DWA)

## Section 5. Unit Bargaining

- A. Each member of the Uniformed Officers' Coalition and each employing agency shall have a committee to discuss each individual unit's unique issues (both employer and employee). The parties may mutually agree to additional savings needed to fund any additional economic proposals, other than to enhance the general wage increases set forth in Section 3. The source of these savings may include, but not be limited to, contract extension, annuity fund/401a contributions, welfare fund contributions, uniform allowance, an additional workday, and/or a delay in wage increases.
- B. Any terms and conditions of employment which are the subject of proposals made in Unit Bargaining which are not mutually agreed by the parties shall remain unchanged from the prior Agreement, and any economic demands may not be submitted to binding interest arbitration. The parties may mutually agree to waive this Section 5(B) and submit any proposal(s) to binding interest arbitration upon mutual consent. Any dispute about whether a demand has an economic cost may be submitted to impartial arbitration by either party under the rules of the Office of Collective Bargaining. In such case, the arbitration must be resolved before any interest arbitration panel is established.
- C. The City agrees that the issue of the impact of equipping members of the Police Department and Department of Correction with body-worn cameras shall be addressed in unit bargaining with COBA, CCA, ADW/DWA, LBA, and CEA, respectively.
- D. The parties agree to commence Unit Bargaining as soon as practicable after the execution of this *UOCEA*, and intend to complete Unit Bargaining within six (6) months. The parties may mutually agree to bifurcate unit bargaining to address issues of immediate concern, while continuing to bargain on other issues.

## Section 6. Conditions of Payment.

The general wage increases provided for in Section 3 of the *UOCEA* shall be payable as soon as practicable upon ratification of the *UOCEA* and after the effective date of such increases.

## Section 7. Approval of Agreements.

This *UOCEA* and the separate unit agreements are subject to union ratification in accordance with each union's rules and bylaws and subject to approval in accordance with applicable law.

Section 8. Incorporation of Certain Provisions into Other Agreements.

All applicable provisions of this *UOCEA* shall be incorporated into the *Successor Separate Unit Agreements*.

Section 9. Savings Clause.

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

The failure of any Union to ratify this *UOCEA*, or the successor Unit Agreement, whichever is placed for ratification, shall not impair the validity and enforceability of this *UOCEA* with regard to any Union ratifying.

This *UOCEA* sets out the parties' complete agreement on all subjects on which the parties bargained or could have bargained, and codifies all agreements and understandings as between the City and the *UOC*.

**WHEREFORE**, we have hereunto set our hands and seals this 18<sup>th</sup> day of December 2019.

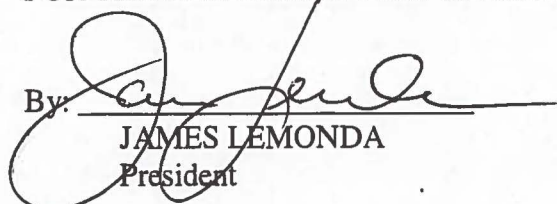
FOR THE CITY OF NEW YORK

By:   
RENEE CAMPION  
Commissioner of Labor Relations

FOR THE CORRECTION OFFICERS BENEVOLENT ASSOCIATION

By:   
ELIAS HUSAMUDEEN  
President

FOR THE UNIFORMED FIRE OFFICERS ASSOCIATION

By:   
JAMES LEMONDA  
President

FOR THE CAPTAINS ENDOWMENT ASSOCIATION

By: 

ROY T. RICHTER  
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FOR THE SANITATION OFFICERS ASSOCIATION

By: 

JOSEPH MANNION  
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FOR THE LIEUTENANTS BENEVOLENT ASSOCIATION

By: 

LOUIS TURCO  
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FOR THE CORRECTION CAPTAINS ASSOCIATION

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FOR THE ASSISTANT DEPUTY WARDENS/  
DEPUTY WARDENS ASSOCIATION

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JOSEPH RUSSO  
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