

EMS Chiefs Memorandum of Agreement
September 7, 2023

WHEREAS, the undersigned parties desire to enter into a collective bargaining agreement, including this 2018-2021 Memorandum of Agreement ("MOA"), covering the period of May 31, 2018 through December 30, 2021;

WHEREAS, the undersigned parties intend by this 2018-2021 MOA to cover all economic matters and to incorporate the terms of this MOA into a collective bargaining agreement;

WHEREAS, the undersigned parties intend by this 2018-2021 MOA to continue all of the same terms and conditions of the February 19, 2007 to January 30, 2011 collective bargaining agreement and the 2011-2018 Memorandum of Agreement, dated May 4, 2017, except as amended below;

1. General Wage Increases

(All Titles)	
<u>Effective Date</u>	<u>Increase</u>
5/31/2018	2%
5/31/2019	2.25%
6/30/2020	3%

All increases will be compounded, as per the practice of the parties.

2. Workweek

Effective October 15, 2023, the contractual workweek for bargaining unit employees shall be increased to 40 hours per week (2088 hours per annum). Annual salaries shall be increased by 4% contemporaneously to reflect the increased workweek. All contractual benefits including annual salaries shall be computed on the basis of 40 hours per week and 2088 hours per annum.

3. Mental Health Response Unit (MHRU) Differential

Effective upon ratification of this MOA, EMS Chiefs assigned to the MHRU Program will receive an annual differential amount equal to 6% of their base salary while assigned to the Program. This assignment differential shall be incorporated into the employee's regular salary for all purposes including overtime compensation and shall be pensionable in accordance with applicable law.

The parties recognize that FDNY has the right to assign EMS Chiefs to the mental health training program and assign them to respond to low acuity mental health related calls without the presence of the NYPD.

Any employee who has successfully completed at least one module of mental health training is available to be assigned to respond to low acuity mental health calls without the presence of the NYPD and upon completion of at least one module, is thus entitled to the MHRU assignment differential, provided that any members are assigned to respond to low acuity mental health

calls without the presence of the NYPD. The Department reserves the right to assign employees to additional training beyond the first module at its discretion, with the goal of having all members eventually trained in all the relevant modules. The Department intends to offer this first training module to all active EMS Chiefs within one year from the ratification of this Agreement. Any member who has made themselves available for the first training module and has not received the first training module, due to no fault of their own, 18 months after ratification of this Agreement shall be considered "available to be assigned" within the meaning of this Paragraph and entitled to begin receiving the MHRU differential so long as the Program remains active. The Department reserves the right to assign the applicable training at its discretion, even if the differential is in place. The parties agree that members can be assigned to respond to a mental call without the presence of the NYPD with only 1 module of training completed, but no member shall be assigned to a dedicated MHRU unit until completing all the training modules. The Department reserves the right to determine and/or modify the length of the training modules.

Due to the changed roles and responsibilities, the parties will jointly request that the mental health duties be defined as a new task and standard and reflected in the DCAS title specifications.

The City reserves the right to terminate the Program upon at least 60 day's written notice to the Union. If the MHRU program is terminated, the parties agree to bargain over alternative savings (e.g. additional new duties added to the job specifications) that are equivalent in value to the MHRU differential. The parties shall negotiate in good faith and make best efforts to reach an agreement within 60 days of the written notification. If the parties cannot reach an agreement in 60 days and the duties do not place the members in imminent risk to safety and health, the department may implement the new duties in lieu of eliminating the differential and the parties shall continue to negotiate up to and including impasse.

4. Recurring Increment Payment

Effective March 31, 2020, the 15-year recurring increment payment in Article IV of the collective bargaining agreement shall be further increased by \$142.

Effective October 15, 2023, the 15-year recurring increment payment in Article IV of the collective bargaining agreement shall be further increased by \$2,230.

5. Health Savings and Welfare Fund Contributions

The May 5, 2014 and June 28, 2018 letter agreements regarding health savings between the City of New York and the Municipal Labor Committee (MLC) will be attached as an Appendix, and are deemed to be part of this MOA.

Effective March 31, 2020, the welfare fund contribution shall be increased by \$250 per full-time employee (active and retiree) per year.

6. Direct Deposit

Effective the day after this agreement is ratified, the Employer may require that all newly hired employees be paid exclusively through direct deposit or electronic funds transfer. For employees on direct deposit, the employer may provide pay stubs electronically except where the employee has requested in writing to receive a printed pay stub.

Further, the parties shall work together regarding incumbent employees' enrollment in direct deposit, with the objective of 100% of employees being paid electronically.

7. Duration

This agreement shall be effective from May 31, 2018 to December 30, 2021.

8. Ratification

This agreement is subject to ratification by the Union.

AGREED AND ACCEPTED:



Renee Campion
Commissioner, Office of Labor Relations



Kathleen Knuth
President, EMS Superior Officers Association

