

EMS Memorandum of Agreement
August 6, 2021

WHEREAS, the undersigned parties desire to enter into a collective bargaining agreement, including this 2018-2022 Memorandum of Agreement (“MOA”), covering the period of June 29, 2018 through July 28, 2022;

WHEREAS, the undersigned parties intend by this 2018-2022 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 2018-2022 MOA to continue all of the same terms and conditions, except as amended below;

1. General Wage Increases¹

(All Titles)	
<u>Effective Date</u>	<u>Increase</u>
6/29/18	2%
6/29/19	2.25%
7/29/20	3%
9/12/21	4%

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

2. Workweek

Effective on September 12, 2021, the contractual workweek for all titles shall be increased to 40 hours, i.e. 2088 hours per annum. All contractual benefits including annual salaries shall be computed on the basis of a 40 hours per week and 2088 hours per annum.

3. Work Schedule

- a. Effective on September 12, 2021, the Fire Department shall create the following scheduling configurations to meet the annual hours described in Section 2:
 - 1. 12-hour schedules consistent with the parties’ existing 12-hour work chart and pay rules, which shall be codified as a permanent work schedule in the parties’ collective bargaining agreement;
 - 2. Eight hour and forty-minute (8:40) tours under the existing 5/2/5/3 EMS schedule
 - 3. Five 8-hour tours per week, i.e. “Platoon D”; and
 - 4. Four 10-hour tours per week

- b. The following personnel shall only work 12-hour schedules consistent with Section 3(a)(1) above:
 - 1. EMTs and Paramedics assigned to 24-hour ambulance units;

¹ Note: the newly accreted Administrative Fire Protection Inspector title was managerial for part of this contract period and received managerial wage increases. As such, only the 7/29/20 and 9/12/21 general wage increases apply to this title.

2. Officers assigned to EMS Stations; and
3. Lieutenants assigned to Emergency Medical Dispatch.

- c. The following personnel may work 12-hour or 8:40 schedules consistent with Sections 3(a)(1) and 3(a)(2) above:
 1. EMTs and Paramedics assigned to other (i.e. non 24-hour) ambulance units;
 2. Staff assigned to dedicated mental health response, as described in Section 8 below.
 3. Staff assigned to Emergency Medical Dispatch, except for Lieutenants described in Section 3(b)(3) above.
 - d. All non-field members and other offline personnel not delineated in Sections 3(b) and 3(c) may work any of the following scheduling configurations described in Section 3(a) to meet the annual hours described in Section 2.
 - e. All assignments to work locations and tours will be made consistent with existing scheduling practices.
4. Longevity Differential
Effective on September 12, 2021, the 5-year longevity for EMTs, Paramedics, and Officers shall be a total of \$2,500 per annum.
- Effective on September 12, 2021, the 7-year longevity for Fire Protection Inspectors, Associate Fire Protection Inspectors, and Administrative Fire Protection Inspectors shall be a total of \$7,500 per annum.
5. Salary Schedule
Effective June 20, 2022, the basic maximum salary for EMT, Paramedic, Lieutenant, and Captain shall be increased by \$3,000.
6. Annuity
Effective on June 20, 2022, the current annuity contribution shall be eliminated and the new annuity shall be \$1,044 per annum on behalf of those employees who have completed five or more years of City service, and the per-day contribution shall be pro-rated based on the employee's schedule.
- As soon as practicable after the ratification of this agreement, the City shall make a one-time contribution to the annuity fund of \$2,237,535, which shall be allocated as \$476.58 per active bargaining unit member.
7. Uniform Allowance
Effective July 1, 2021, the per annum uniform allowance shall be increased by \$500 per employee for all titles.
8. Mental Health Response Unit ("MHRU")
The parties' Memorandum of Agreement dated April 1, 2021 (the "MHRU MOA") shall remain in full force and effect except as modified herein.

The parties recognize that FDNY has the right to assign EMS personnel to the mental health training program and assign them to respond to low acuity mental health related calls without the presence of the NYPD and provide transport if necessary, which may include additional geographic areas and/or staffing configurations including Mental Health Professionals and EMTs, Paramedics, and/or Officers .

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 pursuant to Paragraph 5 of the MHRU MOA 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 staff 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.

Effective upon the ratification of this agreement, the notice period under Paragraph 8 of the MHRU MOA shall be at least sixty (60) days. If the MHRU program is terminated pursuant to Paragraph 8 of the MHRU MOA, or for any other reason, 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.

9. Retroactive Pay

All employees who left the EMS titles for reasons other than retirement and death, e.g. promotion to Firefighter, resignation, termination, shall not receive retroactive pay under the parties' agreement.

10. Battalion-Based Differential

Effective on September 12, 2021, an Officer who works at least 2 hours within a tour (whether the full tour is 8 hours, 8:40, 10 hours, or 12 hours, as may be applicable) with no other Officer on

duty in the assigned station (i.e. "Battalion Based") shall receive a differential equivalent to 15% of the employee's base salary based on the number of hours worked Battalion-based.

11. Resolution of Litigation

The parties recognize that the bargaining obligation identified in BCB Case No. 11 OCB2d 10 regarding fly cars is resolved by this agreement. Should the Department wish to reinstate the fly car program, the Department shall provide the Union with at least 60 days' written notice and the City recognizes the obligation to bargain the prospective impact of implementation pursuant to that decision.

12. Health Savings and Welfare Fund Contributions

The wage increases listed in Paragraph 1 are predicated on the health savings agreed upon with the Municipal Labor Committee. The June 28, 2018 letter with the MLC is deemed part of this MOA and will be appended to the contract.

Effective September 12, 2021, the welfare fund contribution shall be increased by \$50 per full-time employee (active and retiree) per year.

13. 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.

14. Duration

This agreement shall be effective from June 29, 2018 through July 28, 2022.

15. Ratification

This agreement is subject to ratification by the Union.

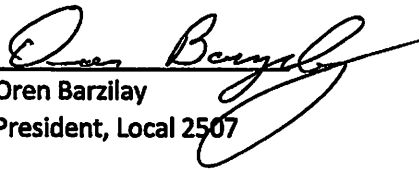
AGREED AND ACCEPTED:



**Renee Campion
Commissioner, Office of Labor Relations**



**Henry Garrido
Executive Director, DC 37**



**Oren Barzilay
President, Local 2507**

Vincent Variale

**Vincent Variale
President, Local 3621**