

**2010-2017 UNIFORMED FIRE ALARM DISPATCHERS BENEVOLENT ASSOCIATION  
MEMORANDUM OF AGREEMENT**

**MEMORANDUM OF AGREEMENT** entered into this 18<sup>th</sup> day of January 2017, (“*2010-2017 Uniformed Fire Alarm Dispatchers Benevolent Association MOA*”, or “*2010-2017 UFADBA MOA*”) by and between the undersigned Uniformed Fire Alarm Dispatchers Benevolent Association (the “Union”, or “UFADBA”); and the City of New York (the “City”).

**WHEREAS**, the undersigned parties desire to enter into collective bargaining agreements, including this *2010-2017 UFADBA MOA* and an agreement successor to that terminating on May 14, 2010 (“*Successor Separate Unit Agreement*”) to cover the employees represented by the Union (“Employees”);

**WHEREAS**, the undersigned parties intend by this *2010-2017 UFADBA MOA* to cover all economic and non-economic matters and to incorporate the terms of this *2010-2017 UFADBA MOA* into the *Successor Separate Unit Agreement*, covering the periods from May 15, 2010 to December 31, 2017.

**WHEREAS**, the undersigned parties intend by this *2010-2017 UFADBA MOA* to continue all of the same terms and conditions specified in the *Separate Unit Agreement*, including applicable side letters, terminating on May 14, 2010, except as modified or amended below,

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

1. Term: The term of this Agreement shall be from May 15, 2010 through December 31, 2017.
2. General Wage Increases
  - a. The general increases, effective as indicated, shall be:
    - i. Effective November 15, 2011, Employees shall receive a general increase of 1.00%.
    - ii. Effective November 15, 2012, Employees shall receive a general increase of 1.00%.
    - iii. Effective November 15, 2013, Employees shall receive a general increase of 1.00%.
    - iv. Effective November 15, 2014, Employees shall receive a general increase of 1.50%.
    - v. Effective November 15, 2015, Employees shall receive a general increase of 2.50%.
    - vi. Effective November 15, 2016, Employees shall receive a general increase of 3.00%.
  - b. Part-time per annum, per session, hourly paid and part-time per diem Employees (including seasonal appointees) and Employees whose normal work year is less than a full calendar year shall receive the increases provided in Section 2(a) above on the basis of computations heretofore utilized by the parties for all such Employees.
  - c. The general increase provided for in Section 2(a)(i) above shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on November 14, 2011.

- d. The general increase provided for in Section 2(a)(ii) above shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on November 14, 2012.
  - e. The general increase provided for in Section 2(a)(iii) above shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on November 14, 2013.
  - f. The general increase provided for in Section 2(a)(iv) above shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on November 14, 2014.
  - g. The general increase provided for in Section 2(a)(v) above shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on November 14, 2015.
  - h. The general increase provided for in Section 2(a)(vi) above shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on November 14, 2016.
3. Conditions of Payment. The general increases pursuant to Section 2(a)(i)-(vi) above shall be payable as soon as practicable upon ratification of this *2010-2017 UFADBA MOA*.
4. Class A uniforms
- a. Effective May 15, 2017, the Fire Department shall be required to provide one (1) Class A uniform to all employees in titles represented by this Agreement.
  - b. The uniform shall consist of one (1) of each of the following items:
    - dress coat
    - dress cap
    - belt
    - tie clasp
    - dress trousers
    - dress footwear
    - short-sleeve dress shirt
    - long-sleeve dress shirt
    - Neck tie
    - White gloves
  - c. The uniform shall be provided on a one-time basis to each member of the Union, except in the case of circumstances meriting replacement of one or more uniform items, at the discretion of the Fire Department.
5. Additional work-duty apparel. Effective May 15, 2017, the Fire Department shall be required to provide each year the following additional work-duty apparel items, as specified below:
- a. To all employees in the Fire Alarm Dispatcher title:
    - Two (2) work duty pants
    - Two (2) short-sleeve golf shirts
    - Two (2) long-sleeve shirts

- b. To all employees in the Supervising Fire Alarm Dispatcher title, at Levels 1 and 2:
  - Two (2) work duty pants
  - Two (2) short-sleeve button-down shirts
  - Two (2) long-sleeve shirts

The apparel items set forth in Section 5(a) and 5(b) above shall be in addition to what Employees covered by this Agreement are currently issued by the Fire Department. The *Successor Separate Unit Agreement* shall include a complete list of the work-duty apparel issued to Fire Alarm Dispatchers and Supervising Fire Alarm Dispatchers.

- 6. Service Increment. Effective May 15, 2017, the service increments provided for under Article III, Section 6 of the 2006-2010 UFADBA Unit Agreement shall be modified as follows:
  - a. The 15-year service increment shall increase by \$105, to \$1,055 (a total of \$1,319).
  - b. The 20-year service increment shall increase by \$105, to \$928 (a total of \$2,247).

The Union's *Successor Separate Unit Agreement* shall reflect the service increments at these higher amounts.

- 7. Additional Release Time. Effective May 15, 2017, 47 additional 12-hour days per year (564 hours) of paid release time will be available for use by designated Union representatives. The release time days shall be used in a manner consistent with Mayoral Executive Order 75, and approval for the use of these days shall be subject to the operational needs of the employing agency. A Union member working a 12-hour schedule who is approved for a full day of release time shall be charged for twelve (12) hours of release time. Use of release time for less than a full 12-hour tour will be charged hour for hour.
- 8. Restoration of annual leave schedule for employees hired on or after Sept. 1, 2004.

Effective July 1, 2016, the annual leave allowance for Employees covered by this agreement who were hired on or after September 1, 2004 shall accrue as follows:

<b>Years of Service</b>	<b>Monthly Accrual</b>	<b>Annual Allowance</b>
Beginning with 17th Year	18:00 hours	216:00 hours
Beginning with 16th Year	18:00 hours	216:00 hours
Beginning with 15th Year	18:00 hours	216:00 hours
Beginning with 14th Year	16:40 hours	200:00 hours
Beginning with 13th Year	16:40 hours	200:00 hours
Beginning with 12th Year	16:40 hours	200:00 hours
Beginning with 11th Year	16:40 hours	200:00 hours
Beginning with 10th Year	16:40 hours	200:00 hours
Beginning with 9th Year	16:40 hours	200:00 hours
Beginning with 8th Year	16:40 hours	200:00 hours
Beginning with 7th Year	13:20 hours	160:00 hours
Beginning with 6th Year	13:20 hours	160:00 hours
Beginning with 5th Year	13:20 hours	160:00 hours
First Year	10:00 hours	120:00 hours

The Union's *Successor Separate Unit Agreement* shall reflect these annual leave accrual rates for employees hired on or after September 1, 2004. The annual leave accrual rates for all other employees covered by this agreement shall not change.

9. Prohibition on Further Economic Demands

No party to this agreement shall make additional economic demands during the term of this *2010-2017 UFADBA MOA* or during the negotiations for the applicable *Successor Separate Unit Agreement*.


10. Health Savings

The May 5, 2014 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 to be part of this *2010-2017 UFADBA MOA*.

11. This Memorandum of Agreement is subject to ratification by the Union.

**FOR THE CITY OF NEW YORK**

**FOR THE UNIFORMED FIRE ALARM  
DISPATCHERS BENEVOLENT ASSOCIATION**

BY:   
ROBERT W. LINN  
Commissioner of Labor Relations

BY:   
FAYE SMYTH  
President

DATE: 1/18/17

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THE CITY OF NEW YORK  
**OFFICE OF LABOR RELATIONS**  
40 Rector Street, New York, NY 10006-1705  
<http://nyc.gov/olr>

**ROBERT W. LINN**  
*Commissioner*

May 5, 2014

Harry Nespoli  
Chair, Municipal Labor Committee  
125 Barclay Street  
New York, NY 10007

Dear Mr. Nespoli:

This is to confirm the parties' mutual understanding concerning the following issues:

1. Unless otherwise agreed to by the parties, the Welfare Fund contribution will remain constant for the length of the successor unit agreements, including the \$65 funded from the Stabilization Fund pursuant to the 2005 Health Benefits Agreement between the City of New York and the Municipal Labor Committee.
2. Effective July 1, 2014, the Stabilization Fund shall convey \$1 Billion to the City of New York to be used to support wage increases and other economic items for the current round of collective bargaining (for the period up to and including fiscal year 2018). Up to an additional total amount of \$150 million will be available over the four year period from the Stabilization Fund for the welfare funds, the allocation of which shall be determined by the parties. Thereafter, \$ 60 million per year will be available from the Stabilization Fund for the welfare funds, the allocation of which shall be determined by the parties.
3. If the parties decide to engage in a centralized purchase of Prescription Drugs, and savings and efficiencies are identified therefrom, there shall not be any reduction in welfare fund contributions.
4. There shall be a joint committee formed that will engage in a process to select an independent healthcare actuary, and any other mutually agreed upon additional outside expertise, to develop an accounting system to measure and calculate savings.

5. The MLC agrees to generate cumulative healthcare savings of \$3.4 billion over the course of Fiscal Years 2015 through 2018, said savings to be exclusive of the monies referenced in Paragraph 2 above and generated in the individual fiscal years as follows: (i) \$400 million in Fiscal Year 2015; (ii) \$700 million in Fiscal Year 2016; (iii) \$1 billion in Fiscal Year 2017; (iv) \$1.3 billion in Fiscal Year 2018; and (v) for every fiscal year thereafter, the savings on a citywide basis in health care costs shall continue on a recurring basis. At the conclusion of Fiscal Year 2018, the parties shall calculate the savings realized during the prior four-year period. In the event that the MLC has generated more than \$3.4 billion in cumulative healthcare savings during the four-year period, as determined by the jointly selected healthcare actuary, up to the first \$365 million of such additional savings shall be credited proportionately to each union as a one-time lump sum pensionable bonus payment for its members. Should the union desire to use these funds for other purposes, the parties shall negotiate in good faith to attempt to agree on an appropriate alternative use. Any additional savings generated for the four-year period beyond the first \$365 million will be shared equally with the City and the MLC for the same purposes and subject to the same procedure as the first \$365 million. Additional savings beyond \$1.3 billion in FY 2018 that carry over into FY 2019 shall be subject to negotiations between the parties.

6. The following initiatives are among those that the MLC and the City could consider in their joint efforts to meet the aforementioned annual and four-year cumulative savings figures: minimum premium, self-insurance, dependent eligibility verification audits, the capping of the HIP HMO rate, the capping of the Senior Care rate, the equalization formula, marketing plans, Medicare Advantage, and the more effective delivery of health care.

7. Dispute Resolution

- a. In the event of any dispute under this agreement, the parties shall meet and confer in an attempt to resolve the dispute. If the parties cannot resolve the dispute, such dispute shall be referred to Arbitrator Martin F. Scheinman for resolution.
- b. Such dispute shall be resolved within 90 days.
- c. The arbitrator shall have the authority to impose interim relief that is consistent with the parties' intent.
- d. The arbitrator shall have the authority to meet with the parties at such times as the arbitrator determines is appropriate to enforce the terms of this agreement.
- e. If the parties are unable to agree on the independent health care actuary described above, the arbitrator shall select the impartial health care actuary to be retained by the parties.
- f. The parties shall share the costs for the arbitrator and the actuary the arbitrator selects.

If the above accords with your understanding and agreement, kindly execute the signature line provided.

Sincerely,



Robert W. Linn  
Commissioner

Agreed and Accepted on behalf of the Municipal Labor Committee

BY:   
\_\_\_\_\_  
Harry Nespoli, Chair