

MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT (hereinafter referred to as the "Agreement") entered into this 23rd day of December, 2021, by and between the City of New York (the "City"), and the Uniformed Firefighters Association of Greater New York, (the "Union").

WHEREAS, the undersigned parties desire to enter into a collective bargaining agreement, including this Memorandum of Agreement, modifying the collective bargaining agreements that expired on July 31, 2017 and July 27, 2018, to cover employees represented by the Union ("Employees") in the titles Firefighter, Fire Marshal, Wiper (F), Pilot, and Marine Engineer (Uniformed- Fire Department);

WHEREAS, the undersigned parties desire that the economic terms of the Agreement conform to the uniformed settlement pattern;

IN WITNESS THEREOF NOW, THEREFORE, it is mutually agreed as follows:

1. Duration

The term of the agreement shall be from August 1, 2017 through July 31, 2020 (for Firefighters, Fire Marshals, and Wipers) and July 28, 2018 through July 27, 2021 (for Pilots and Marine Engineers).

2. Continuation of Terms

The terms of the prior collective bargaining agreements shall continue, except as modified pursuant to this Memorandum of Agreement and side letters.

3. Wages

a. For Firefighters, Fire Marshals, and Wipers:

i. Effective August 1, 2017, Employees shall receive a general wage increase of two and a quarter percent (2.25%).

ii. Effective August 1, 2018, Employees shall receive a general wage increase of two and a half percent (2.5%).

iii. Effective August 1, 2019, Employees shall receive a general wage increase of three percent (3%).

b. For Pilots and Marine Engineers (Uniformed- Fire Department):

i. Effective July 28, 2018, Employees shall receive a general wage increase of two and a quarter percent (2.25%).

ii. Effective July 28, 2019, Employees shall receive a general wage increase of two and a half percent (2.5%).

iii. Effective July 28, 2020, Employees shall receive a general wage increase of three percent (3%).

c. The increases provided for in Section 3 shall be calculated as follows:

- i. The general increases provided for in Section 3a and 3b above shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on the day prior to the general increase, e.g. the general increase provided for in Section 3 a.i shall be based on the base rates (including salary or incremental salary schedules) of the applicable titles in effect on July 31, 2017, and the general increase provided for in Section 3 b.i shall be based on the base rates (including salary or incremental salary schedules) of the applicable titles in effect on July 27, 2018.
- ii. The general increases shall apply to the CFR-D and Chauffeur/Tillerman Differentials.

4. Salary Schedule

For Firefighters hired on or after April 1, 2022, the salary schedule shall be as follows:

6th Grade (1st 1.5 years of service):	\$47,394
5th Grade (after 1.5 years):	\$49,728
4th Grade (after 2.5 years):	\$54,163
3rd Grade (after 3.5 years):	\$59,580
2nd Grade (after 4.5 years):	\$65,674
1st Grade (after 5.5 years):	\$92,073

5. Service Differential

Effective April 1, 2022, the parties agree that employees will be provided a differential for title service, as follows:

- a. For employees in the Firefighter title, after 5.5 years of service as Firefighter, members shall be eligible for a service differential in the amount of \$691 per annum.

- b. Bargaining unit employees in titles other than Firefighter, irrespective of the length of service, shall be eligible for a service differential in the following amounts:

<u>Title</u>	<u>Per Annum Amount</u>
Fire Marshal	\$773
Pilot	\$858
Marine Engineer (with license)	\$836
Marine Engineer (without license)	\$762
Wiper	\$716

- c. This differential shall be pensionable, subject to applicable law and rules concerning wages, and shall increase with future general wage increases.

6. Longevity Differential

- a. Effective April 1, 2022, after 10 years of service, employees shall receive a longevity differential in the following amounts, in addition to the existing schedule of longevity payments:

<u>Title</u>	<u>Per Annum Amount</u>
Firefighter	\$691
Fire Marshal	\$773
Pilot	\$858
Marine Engineer (with license)	\$836
Marine Engineer (without license)	\$762
Wiper	\$716

- b. Effective April 1, 2022, after 15 years of service, employees shall receive a longevity differential in the following amounts, in addition to the existing schedule of longevity payments:

<u>Title</u>	<u>Per Annum Amount</u>
Firefighter	\$1,382
Fire Marshal	\$1,546
Pilot	\$1,716
Marine Engineer (with license)	\$1,672
Marine Engineer (without license)	\$1,524
Wiper	\$1,432

- c. The differential described in this Section 6(a) and 6(b) shall be paid based on the eligibility rules for payment of the existing 10 and 15 year longevity differentials, shall be pensionable in accordance with contractual rules, shall be subject to applicable law and rules concerning wages, and shall increase with future general wage increases. The differential described in this Section 6(a) and 6(b) shall be paid separately from, and in addition to, the service differential described in Section 5.
- d. Effective April 1, 2022, the existing longevity amounts for Pilots and Marine Engineers shall be as follows:

<u>Service</u>	<u>Per annum amount</u>
After 5 years	\$5,996
After 10 years	\$7,198
After 15 years	\$8,403
After 20 years	\$9,606

7. Union Release

Effective on April 1, 2022, the union shall have one (1) additional full-time paid release position pursuant to Mayor's Executive Order No. 75. It is the Union's intent to utilize this position for the Fire Marshal representative on the UFA Board.

8. Welfare Fund Contribution

- a. Effective on April 1, 2022, the City's contribution on behalf of active employees shall be reduced by \$700 per employee per annum.
- b. Effective on April 1, 2022, the City's contribution on behalf of retired employees shall be reduced by \$450 per employee per annum.
- c. The parties shall implement the modifications described in Section 6(a) and 6(b) as a result of this agreement, and shall expeditiously draft and execute new Welfare Fund Agreements for actives and retirees reflecting these modified contribution amounts.

9. Health Insurance

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 Agreement.

10. Approval of Agreement


The terms of this Memorandum of Agreement are subject to agreement by the Mayor and ratification by the Union.

Agreed to this 23rd day of December, 2021:

For the City of New York:

By: 
Renee Campion
Commissioner

For the Union:

By: 
Andrew Ansbro
President



Office of Labor Relations

22 Cortlandt Street, New York, NY 10007
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Renee Campion
Commissioner
Steven H. Banks
First Deputy Commissioner
General Counsel

Claire Levitt
Deputy Commissioner
Health Care Strategy
Georgette Gestely
Director, Employee Benefits Program

December 23, 2021

Andrew Ansbro
President
Uniformed Firefighters Association
204 East 23rd Street
New York, New York 10010

Dear Mr. Ansbro:

This letter is to confirm the parties' discussions with regard to the Building Inspection Pilot Program.

The instant Memorandum of Agreement resolves the 8/1/2017-7/31/2020 agreements for Firefighters, Fire Marshals and Wipers, and the 7/28/2018-7/27/2021 agreement for Marine Engineers and Pilots; however, the parties (including the Fire Department, the City Office of Labor Relations, and the UFA) will continue to collectively discuss the status of the BISP Pilot Program dated March 5, 2015, and related productivity issues applicable to UFA members.

If the above conforms to your understanding, please countersign below.

Very truly yours,

Renee Campion
Commissioner

UNIFORMED FIREFIGHTERS ASSOCIATION
AGREED AND ACCEPTED BY:

Andrew Ansbro



OFFICE OF LABOR RELATIONS

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ROBERT W. LINN
Commissioner

RENEE CAMPION
First Deputy Commissioner

CLAIRE LEVITT
Deputy Commissioner
Health Care Cost Management

MAYRA E. BELL
General Counsel

GEORGETTE GESTELY
Director, Employee Benefits Program

June 28, 2018

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

Dear Mr. Nespoli:

1. This is to confirm the parties' mutual understanding concerning the health care agreement for Fiscal Years 2019 – 2021:
 - a. The MLC agrees to generate cumulative healthcare savings of \$1.1 billion over the course of New York City Fiscal Years 2019 through 2021. Said savings shall be generated as follows:
 - i. \$200 million in Fiscal Year 2019;
 - ii. \$300 million in Fiscal Year 2020;
 - iii. \$600 million in Fiscal Year 2021, and
 - iv. For every fiscal year thereafter, the \$600 million per year savings on a citywide basis in healthcare costs shall continue on a recurring basis.
 - b. Savings will be measured against the projected FY 2019-FY 2022 City Financial Plan (adopted on June 15, 2018) which incorporates projected City health care cost increases of 7% in Fiscal Year ("FY") 2019, 6.5% in FY 2020 and 6% in FY 2021. Non-recurring savings may be transferrable within the years FY 2019 through FY 2021 pursuant only to 1(a)(i), 1(a)(ii), 1(a)(iii) above. For example:
 - i. \$205 million in FY 2019 and \$295 million in FY 2020 will qualify for those years' savings targets under 1(a)(i) and 1(a)(ii).
 - ii. \$210 million in FY 2019, \$310 million in FY 2020, and \$580 million in FY 2021 will qualify for those years' savings targets under 1(a)(i), 1(a)(ii), 1(a)(iii).
 - iii. In any event, the \$600 million pursuant to 1(a)(iv) must be recurring and agreed to by the parties within FY 2021, and may not be borrowed from other years.

- c. Savings attributable to CBP programs will continue to be transferred to the City by offsetting the savings amounts documented by Empire Blue Cross and GHI against the equalization payments from the City to the Stabilization Fund for FY 19, FY 20 and FY 21, unless otherwise agreed to by the City and the MLC. In order for this offset to expire, any savings achieved in this manner must be replaced in order to meet the recurring obligation under 1(a)(iv) above.
 - d. The parties agree that any savings within the period of FY 2015 - 2018 over \$3.4 billion arising from the 2014 City/MLC Health Agreement will be counted towards the FY 2019 goal. This is currently estimated at approximately \$131 million but will not be finalized until the full year of FY 2018 data is transmitted and analyzed by the City's and the MLC's actuaries.
 - e. The parties agree that recurring savings over \$1.3 billion for FY 2018 arising under the 2014 City/MLC Health Agreement will be counted toward the goal for Fiscal Years 2019, 2020, 2021 and for purposes of the recurring obligation under 1(a)(iv) above. This is currently estimated at approximately \$40 million but will not be finalized until the full year of FY 2018 data is transmitted and analyzed by the City's and the MLC's actuaries. Once the amount is finalized, that amount shall be applied to Fiscal Years 2019, 2020, 2021 and to the obligation under 1(a)(iv).
2. After the conclusion of Fiscal Year 2021, the parties shall calculate the savings realized during the 3 year period. In the event that the MLC has generated more than \$600 million in recurring healthcare savings, as agreed upon by the City's and the MLC's actuaries, such additional savings shall be utilized as follows:
 - a. The first \$68 million will be used by the City to make a \$100 per member per year increase to welfare funds (actives and retirees) effective July 1, 2021. If a savings amount over \$600 million but less than \$668 million is achieved, the \$100 per member per year (actives and retirees) increase will be prorated.
 - b. Any savings thereafter shall be split equally between the City and the MLC and applied in a manner agreed to by the parties.
 3. Beginning January 1, 2019, and continuing unless and until the parties agree otherwise, the parties shall authorize the quarterly provision of the following data to the City's and MLC's actuaries on an ongoing quarterly basis: (1) detailed claim-level health data from Emblem Health and Empire Blue Cross including detailed claim-level data for City employees covered under the GHI-CBP programs (including Senior Care and Behavioral Health information); and (2) utilization data under the HIP-HMO plan. Such data shall be provided within 60 days of the end of each quarterly period. The HIP-HMO utilization data will also be provided to the City's and MLC's actuaries within 60 days of the execution of this letter agreement for City Fiscal Year 2018 as baseline information to assess ongoing savings. The HIP-HMO data shall include: (i) utilization by procedure for site of service benefit changes; (ii) utilization by disease state, by procedure (for purposes of assessing Centers of Excellence); and (iii) member engagement data for the Wellness program, including stratifying members by three tranches (level I, II and III). The data shall include baseline data as well as data regarding the assumptions utilized in determining expected savings for comparison. The data described in this paragraph shall be provided pursuant to a data sharing agreement entered into by the City and MLC, akin to prior data agreements, which shall provide for the protection of member privacy and related concerns, shall cover all periods addressed by this Agreement (i.e., through June 30, 2021 and thereafter), and shall be executed within thirty days of the execution of this letter agreement.

4. The parties agree that the Welfare Funds will receive two \$100 per member one-time lump-sum payments (actives and retirees) funded by the Joint Stabilization Fund payable effective July 1, 2018 and July 1, 2019.
5. The parties recognize that despite extraordinary savings to health costs accomplished in the last round of negotiations through their efforts and the innovation of the MLC, and the further savings which shall be implemented as a result of this agreement, that the longer term sustainability of health care for workers and their families, requires further study, savings and efficiencies in the method of health care delivery. To that end, the parties will within 90 days establish a Tripartite Health Insurance Policy Committee of MLC and City members, chaired by one member each appointed by the MLC and the City, and Martin F. Scheinman, Esq. The Committee shall study the issues using appropriate data and recommend for implementation as soon as practicable during the term of this Agreement but no later than June 30, 2020, modifications to the way in which health care is currently provided or funded. Among the topics the Committee shall discuss:
 - a. Self-insurance and/or minimum premium arrangements for the HIP HMO plan.
 - b. Medicare Advantage- adoption of a Medicare Advantage benchmark plan for retirees
 - c. Consolidated Drug Purchasing- welfare funds, PICA and health plan prescription costs pooling their buying power and resources to purchase prescription drugs.
 - d. Comparability- investigation of other unionized settings regarding their methodology for delivering health benefits including the prospect of coordination/cooperation to increase purchasing power and to decrease administrative expenses.
 - e. Audits and Coordination of Benefits- audit insurers for claims and financial accuracy, coordination of benefits, pre-65 disabled Medicare utilization, End Stage Renal Disease, PICA, and Payroll Audit of Part Time Employees.
 - f. Other areas- Centers of Excellence for specific conditions; Hospital and provider tiering; Precertification Fees; Amendment of Medicare Part B reimbursement; Reduction of cost for Pre-Medicare retirees who have access to other coverage; Changes to the Senior Care rate; Changes to the equalization formula.
 - g. Potential RFPs for all medical and hospital benefits.
 - h. Status of the Stabilization Fund.

The Committee will make recommendations to be considered by the MLC and the City.

6. The joint committee shall be known as the Tripartite Health Insurance Policy Committee (THIPC) and shall be independent of the existing "Technical Committee." The "Technical Committee" will continue its work and will work in conjunction with the THIPC as designated above to address areas of health benefit changes. The Technical Committee will continue to be supported by separate actuaries for the City and the MLC. The City and the MLC will each be responsible for the costs of its actuary.
7. In the event of any dispute under sections 1-4 of 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 Martin Scheinman for resolution consistent with the dispute resolution terms of the 2014 City/MLC Health Agreement:
 - a. Such dispute shall be resolved within 90 days.

- b. The arbitrator shall have the authority to impose interim relief that is consistent with the parties' intent.
- c. The arbitrator shall have the authority to meet with the parties as such times as is appropriate to enforce the terms of this agreement.
- d. The parties shall share the costs for the arbitrator (including Committee meetings).

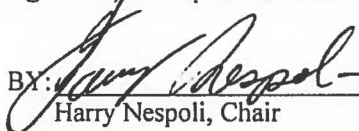
If the above conforms to your understanding, please countersign below.

Sincerely,



Robert W. Linn

Agreed and Accepted on behalf of the Municipal Labor Committee

BY: _____
Harry Nespoli, Chair