



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

**JAMES F. HANLEY**  
*Commissioner*  
**PAMELA S. SILVERBLATT**  
*First Deputy Commissioner*

TO: HEADS OF CONCERNED CITY DEPARTMENTS AND AGENCIES  
FROM: JAMES F. HANLEY, COMMISSIONER *James F. Hanley*  
SUBJECT: EXECUTED CONTRACT: EMS CHIEFS  
TERM: JANUARY 1, 2003 TO FEBRUARY 18, 2007

Attached for your information and guidance is a copy of the executed contract entered into by the Commissioner of Labor Relations on behalf of the City of New York and the EMS Superior Officers Association on behalf of the incumbents of positions listed in Article I of said contract.

The contract incorporates terms of an agreement reached through collective bargaining negotiations and related procedures.

DATED: APR 28 2006

OFFICE OF LABOR RELATIONS	
REGISTRATION	
OFFICIAL	CONTRACT
NO: <u>06023</u>	DATE: <u>APR 28 2006</u>

EMS CHIEFS AGREEMENT

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AGREEMENT entered into this 28<sup>th</sup> day of April, 2006 by and between the City of New York ("Employer"), and the EMS Superior Officers Association ("Union"), for the period from January 1, 2003 to February 18, 2007.

**WITNESSETH:**

WHEREAS, the parties hereto have entered into collective bargaining and desire to reduce the results thereof to writing,

NOW, THEREFORE, it is mutually agreed as follows:

**ARTICLE I - UNION RECOGNITION AND UNIT DESIGNATION**

**Section 1.**

The Employer recognizes the Union as the sole and exclusive collective bargaining representative for the covered positions in the bargaining unit as defined in Board of Certification Decision No. 10-2001 dated December 5, 2001, as corrected by Board of Certification Decision No. 4-2002 dated July 9, 2002, and in any successor title(s) that may be certified by the Board of Certification of the Office of Collective Bargaining to be part of the unit herein for which the Union is the exclusive collective bargaining representative:

5305E                      Supervising Emergency Medical Service Specialist, detailed as Deputy Chief, and Supervising Emergency Medical Service Specialist, detailed as Division Commander

**Section 2.**

The terms "Employee" and "Employees" as used in this Agreement shall mean only those persons in the unit described in Section 1 of this Article.

**ARTICLE II - DUES CHECKOFF**

**Section 1.**

a. The Union shall have the exclusive right to the checkoff and transmittal of dues in behalf of each Employee in accordance with the Mayor's Executive Order No. 98, dated May 15, 1969, entitled "Regulations Relating to the Checkoff of Union Dues" and in accordance with the

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Mayor's Executive Order No. 107, dated December 29, 1986 entitled "Procedures for Orderly Payroll Checkoff of Union Dues and Agency Shop Fees."

b. Any Employee may consent in writing to the authorization of the deduction of dues from the Employee's wages and to the designation of the Union as the recipient thereof. Such consent, if given, shall be in a proper form acceptable to the City, which bears the signature of the Employee.

## Section 2.

The parties agree to an agency shop to the extent permitted by applicable law, as described in a supplemental agreement hereby incorporated by reference into this Agreement.

## ARTICLE III - SALARIES

### Section 1.

a. This Article III is subject to the provisions, terms and conditions of the Alternative Career and Salary Pay Plan Regulations, dated March 15, 1967, as amended, except that the specific terms and conditions of this Article shall supersede any provisions of such Regulations inconsistent with this Agreement subject to the limitations of applicable provisions of law.

b. All salary provisions of this Agreement, including minimum and maximum salaries, are based upon a normal work week of 35 hours. In accordance with Article IX, Section 24 of the 1995-2001 Citywide Agreement, an Employee who works on a full-time, per-diem basis shall receive his or her base salary (including salary increment schedules) and/or additions-to-gross payment in the same manner as a full-time per-annum employee. An Employee who works on a part-time per-annum basis and who is eligible for any salary adjustments provided in this Agreement shall receive the appropriate pro-rata portion of such salary adjustment computed on the relationship between the number of hours regularly worked each week by such Employee and the number of hours in the said normal work week, unless otherwise specified.

c. Employees who work on a part time per diem or hourly basis and who are eligible for any salary adjustment provided in this Agreement shall receive the appropriate pro-rata portion of such salary adjustment computed as follows, unless otherwise specified:

**Per Diem Rate** - 1/261 of the appropriate minimum basic salary

**Hourly Rate** - 35 hour week basis - 1/1827 of the appropriate minimum basic salary.

d. The maximum salary for a title shall not constitute a bar to the payment of any salary adjustment or pay differentials provided for in this Agreement, but the said increase above the maximum shall not be deemed a promotion.

**Section 2.**

A. Employees assigned to the following details on or after October 25, 2005 shall be paid the following specified annualized salaries:

Supervising Emergency Medical Service Specialist, detailed as Deputy Chief

	1/1/03	1/1/04	1/1/05	2/7/06
Maximum	\$70,000	\$72,100	\$73,542	\$75,932
2 <sup>nd</sup> Step	\$69,000	\$71,070	\$72,491	\$74,847
1 <sup>st</sup> Step	\$68,000	\$70,040	\$71,441	\$73,763

Supervising Emergency Medical Service Specialist, detailed as Division Commander

	1/1/03	1/1/04	1/1/05	2/7/06
Maximum	\$90,000	\$92,700	\$94,554	\$97,627
2 <sup>nd</sup> Step	\$89,000	\$91,670	\$93,503	\$96,542
1 <sup>st</sup> Step	\$88,000	\$90,640	\$92,453	\$95,458

b. An Employee shall advance one step annually, dating from the anniversary date of the assignment of the detail.

**Section 3. Wage Increases**

**A. Lump Sum Cash Payment**

- i. Effective upon ratification, a lump sum cash payment in the amount of \$1,000 shall be paid in accordance with the established eligibility guidelines contained in attached Letter of Agreement.
- ii. Part-time per annum, part-time per diem (including seasonal appointees), per session and hourly paid Employees whose normal work year is less than a full calendar year shall receive a pro-rata portion of the lump sum cash payment set forth in Section 3. A. i. on the basis of computations heretofore utilized by the parties for all such Employees.
- iii. The lump sum cash payment provided in Section 3. A. shall be pensionable, consistent with applicable law, and shall be paid as soon as practicable upon ratification.
- iv. The lump sum cash payments provided for in this Section shall not become part of the Employee's basic salary rate nor be added to the Employee's basic salary for the calculation of any salary based benefits including the calculation of future collective bargaining increases.

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**B. General Wage Increases**

a. The general increases, effective as indicated, shall be:

- (i) Effective January 1, 2004, All Employees shall receive a general increase of 3%.
- (ii) Effective January 1, 2005, All Employees shall receive an additional general increase of 2%.
- (iii) Effective February 7, 2006, All Employees shall receive an additional general increase of 3.25%.

b. The general increases provided for in this Section 3 shall be calculated as follows:

- (i) The increase in Section 3 B. a.(i) shall be based upon the base rates (which shall include salary or incremental schedules) of the applicable titles in effect on December 31, 2003; and
- (ii) The rate increase in Section 3 B. a.(ii) shall be based upon the base rates (which shall include salary or incremental schedules) of the applicable titles in effect on December 31, 2004; and
- (iii) The rate increase in Section 3 B. a. (iii) shall be based upon the base rates (which shall include salary or incremental schedules) of the applicable titles in effect on February 6, 2006.

- c.
- i. The general increases provided for in this Section 3 B. a. shall also be applied to the base rates, and the minimum "hiring rates", minimum "incumbent rates" and maximum rates (including levels), if any, fixed for the applicable titles.
  - ii. The general increases provided for in this Section 3 B. a.i. and 3 B. a. ii, only, shall be applied to the following "additions to gross:" uniform allowance.
  - iii. The general increases provided for in this Section 3 B. a.i., 3 B. a. ii and 3 B. a. iii. shall be applied to the recurring increment payment.

**Section 3. Recurring Increment Payment (RIP)**

a. Full-time per-annum Employees in the titles Supervising Emergency Medical Service Specialist, detailed as Deputy Chief and Supervising Emergency Medical Service Specialist, detailed as Division Commander, with 15 years of City service (including service at the NYC Health & Hospitals Corporation) shall be eligible to receive a Recurring Increment Payment (RIP) as specified below:

	<b>1/1/03</b>	<b>1/1/03</b>
<b>Years of City Service</b>	Increment	Total RIP
<b>After 15 years</b>	\$664	\$664
	<b>1/1/04</b>	<b>1/1/04</b>
<b>Years of City Service</b>	Increment	Total RIP
<b>After 15 years</b>	\$684	\$684
	<b>1/1/05</b>	<b>1/1/05</b>
<b>Years of City Service</b>	Increment	Total RIP
<b>After 15 years</b>	\$698	\$698
	<b>2/7/06</b>	<b>2/7/06</b>
<b>Years of City Service</b>	Increment	Total RIP
<b>After 15 years</b>	\$721	\$721

b. The rules for eligibility for the RIP described above shall be set forth in the Appendix to this Agreement and are incorporated by reference herein.

**Section 4. Quartermaster**

The Employees shall continue to be part of the FDNY Quartermaster program.

**Section 5. Uniform Allowance**

a. A uniform maintenance allowance in the amount specified below shall continue for the titles Supervising Emergency Medical Service Specialist, detailed as Deputy Chief and Supervising Emergency Medical Service Specialist, detailed as Division Commander.

1/1/03	1/1/04	1/1/05
\$120/annum	\$124/annum	\$126/annum

b. There shall not be any duplication of payment of the uniform maintenance allowance; specifically, an Employee shall not receive two payments for the same fiscal year.

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c. The maintenance allowance will be issued free from Federal and New York State withholding taxes to those employees who file an affidavit with the New York City Fire Department in which they attest that the funds received are to reimburse them for expenses incurred in cleaning and maintaining their uniforms.

#### ARTICLE IV – LINE OF DUTY BENEFITS

a. Line of Duty Injury (LODI) benefits shall be granted in accordance with the following: Upon determination by the Employer that an Employee of the Emergency Medical Service in the title of Supervising Emergency Medical Service Specialist, detailed as Deputy Chief or Division Commander has been physically disabled as the result of an injury arising out of and in the course of the Employee's official duties, including assaults, and through no fault of the Employee, the Employer will grant the disabled Employee a leave of absence with pay not to exceed twelve (12) months.

An Employee granted a leave of absence pursuant to this Agreement shall, without charge to the Employee's annual or sick leave balances, receive his/her regular weekly salary subject to an offset for any Workers' Compensation benefits, if applicable. Such Employee shall, as a condition of receiving benefits under this Agreement, agree to examinations by Employer-designated physicians; shall participate in Employer-sponsored or designated rehabilitation programs; and shall execute an assignment of any judgment or settlement of any third-party actions arising from the injury, in the amount that the salary received pursuant to this Agreement and medical disbursements, if any, made by the Employer exceed the amount of such proceeds. Such assignment shall be in the form prescribed by the Corporation Counsel. The disabled Employee shall also agree to undergo such medical examinations as are required by the Employer, and when found fit for duty by the Employer shall return to the Employee's employment.

Benefits provided pursuant to this Agreement shall be in addition to but not concurrent with benefits provided under Sections 7.0 and 7.1 of the Leave Regulations for Employees Who Are Under the Career and Salary Plan.

b. LODI benefits are applicable only to injuries sustained on or after the execution of this Agreement.

c. The parties agree that an injury arising out of and in the course of the Employee's official duties incurred by an Employee while the Employee is on duty shall be eligible for LODI coverage so long as the injury is sustained through no fault of the Employee and the Employee is not under the influence of drugs or alcohol. The term "on duty" shall be defined as the time between when the Employee signs in or clocks in and the time the Employee signs out or clocks out, including any authorized overtime work. If an Employee is on call or asked to standby in his/her home and is then called to work, the Employee shall be eligible for LODI coverage upon the Employee's signing in or clocking in for such assignment, or if the Employee is unable to



sign in or clock in, then upon the arrival of the Employee at the location where the Employee was assigned to report. Eligibility for LODI coverage shall cease when such Employee signs out or clocks out or, if the Employee is unable to sign out or clock out, when the Employee is released from such assignment.

d. Employees must remain in their place of recuperation for eight (8) hours each day in accordance with EMS Operating Guide Procedure 125-02 when implemented. An Employee who is found by EMS on two (2) separate occasions to be in violation of EMS Operating Guide Procedure 125-02 shall be terminated from LODI.

e. An Employee who is terminated from LODI shall have the right to appeal such termination to the FDNY Assistant Commissioner for Human Resources, but such appeal shall not be heard by the same person who initially terminated the Employee's LODI benefits. Should a meeting be necessary to hear the appeal, the Employee shall have the right to bring a Union representative to the appeal hearing. Any further appeal shall be taken directly to Step III of the grievance procedure contained in Article VI of this Agreement.

f. An Employee's request for annual leave when he or she will leave his or her place of recuperation for reasons unrelated to his or her LODI leave of absence shall not be unreasonably denied provided the reason for leaving the place of recuperation is consistent with the Employee's medical condition. An Employee on a leave of absence pursuant to this Agreement shall request annual leave when he or she will be away from his or her place of recuperation for one or more hours, and the reason for leaving the place of recuperation is not related to his or her LODI leave of absence. The use of annual leave by an Employee who is on LODI leave pursuant to this Agreement shall have such time charged to his or her annual leave balance.

1) An Employee on LODI leave of absence pursuant to this Agreement who has or develops a medical condition or requires medical treatment not related to his or her LODI injury shall request sick leave for such purpose. Sick leave requests shall not be unreasonably denied. Sick leave will be granted in increments of one (1) hour. Any use of sick leave by the Employee shall have such time charged to her or his sick leave balance.

2) Use of sick leave or annual leave pursuant to this paragraph shall in all other ways conform to EMS procedures pertaining to sick leave or annual leave including required documentation. However, use of annual leave or sick leave during the LODI period shall not extend the twelve (12) month maximum LODI grant.

g. Where an Employee on LODI is required to participate in unsupervised physical or occupational therapy, the Employer may request a copy of the medical doctor's and/or therapist's prescription for unsupervised physical or occupational therapy. Further, the Employer may require the Employee to certify, on a form acceptable to the Employer, when, where, and for how long the Employee participated in such therapy. The Employer may request such certification for each unsupervised physical or occupational therapy session.

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**h.** An Employee shall accrue annual leave and sick leave only for the first six months while on LODI leave. If an Employee returns to work in a light/limited duty capacity, the Employee shall accrue annual and sick leave during the period of the light/limited duty assignment. However, time spent in a light/limited duty assignment shall not extend the LODI period past the twelve (12) month maximum.

**i.** The parties agree that Employees covered by this Agreement shall not be covered by Article V, Section 10 of the 1995-2001 Citywide Agreement or its successor. The parties further agree that any Employee receiving benefits under this Agreement shall not be covered by Article V, Section 11 of the 1995-2001 Citywide Agreement or its successor.

**j.** An Employee who refuses to accept a light/limited duty assignment shall have his/her LODI terminated, unless the Employer certifies that the Employee is not physically able to perform the light/limited duty assignment. If there is a disagreement about the Employee's ability to perform said assignment between the Employer and the Employee's own physician, the Employer shall request the opinion of a specialist in the area of the injury in question to determine whether the Employee is capable of performing the assignment. The decision of the specialist shall be final and binding and not subject to appeal through the parties' contractual grievance procedure.

**k.** An Employee who has been receiving LODI benefits for more than 60 calendar days shall be required to pick up his/her paycheck at their work location, assuming the Employee is physically able to pick up his/her paycheck.

**l.** The Employer agrees that employees' medical files and records concerning LODI will be kept confidential.

## ARTICLE V-WELFARE FUND

### Section 1.

**a.** In accordance with the election by the Union pursuant to the provisions of Article XIII, Section 1(a) of the 1995-2001 Citywide Agreement as amended between the City of New York and related public employers and District Council 37, AFSCME, AFL-CIO, the Welfare Fund provisions of that Citywide Agreement, as amended, or any successor(s) thereto shall apply to Employees covered by this Agreement.

**b.** When an election is made by the Union pursuant to the provisions of Article XIII, Section 1(b), of the 1995-2001 Citywide Agreement, as amended, between the City of New York and related public employers and District Council 37, AFSCME, AFL-CIO, the provisions of Article XIII, Section 1(b) of the 1995-2001 Citywide Agreement, as amended or any successor(s) thereto, shall apply to Employees covered by this Agreement, and when such election is made, the Union hereby waives its right to training, education and/or legal services contributions

provided in this Agreement, if any. In no case shall the single contribution provided in Article XIII, Section 1(b) of the 1995-2001 Citywide Agreement, as amended, or any successor agreements thereto, exceed the total amount that the Union would have been entitled to receive if the separate contributions had continued.

c. The payments shall be remitted by the Employer to the *Organization of Staff Analysts Welfare Fund* subject to the said supplemental agreement to be entered into between the Employer and the Union for the benefit of each Employee and further subject to periodic audit by the Comptroller of the City of New York.

### Section 2.

The Union agrees to provide welfare fund benefits to domestic partners of covered Employees in the same manner as those benefits are provided to spouses of married covered Employees.

### Section 3.

In accordance with the Health Benefits Agreement dated January 11, 2001, each welfare fund shall provide welfare fund benefits equal to the benefits provided on behalf of an active Employee to widow(er)s, domestic partners and/or children of any Employee who dies in the line of duty as that term is referenced in Section 12-126(b)(2) of the New York City Administrative Code. The cost of providing this benefit shall be funded by the Stabilization Fund.

## ARTICLE VI - PRODUCTIVITY AND PERFORMANCE

### Introduction

Delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance to the Employer and the Union. Such achievement is recognized to be a mutual obligation of both parties within their respective roles and responsibilities. To achieve and maintain a high level of effectiveness, the parties hereby agree to the following terms:

### Section 1. Performance Levels

a. The Union recognizes the Employer's right under the New York City Collective Bargaining Law to establish and/or revise performance standards or norms notwithstanding the existence of prior performance levels, norms or standards. Such standards, developed by usual work measurement procedures may be used to determine acceptable performance levels, prepare work schedules and to measure the performance of each Employee or group of Employees. Notwithstanding the above, questions concerning the practical impact that decisions on the above matters have on Employees are within the scope of collective bargaining. The Employer will give the Union prior notice of the establishment and/or revision of performance standards or norms hereunder.

b. Employees who work at less than acceptable levels of performance may be subject to disciplinary measures in accordance with applicable law.

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**Section 2. Supervisory Responsibility**

a. The Union recognizes the Employer's right under the New York City Collective Bargaining Law to establish and/or revise standards for supervisory responsibility in achieving and maintaining performance levels of supervised employees for Employees in supervisory positions listed in Article I, Section 1 of this Agreement. Notwithstanding the above, questions concerning the practical impact that decisions on the above matters have on Employees are within the scope of collective bargaining. The Employer will give the Union prior notice of the establishment and/or revision of standards for supervisory responsibility hereunder.

b. Employees who fail to meet such standards may be subject to disciplinary measures in accordance with applicable law.

**Section 3. Performance Compensation**

The Union acknowledges the Employer's right to pay additional compensation for outstanding performance.

The Employer agrees to notify the Union of its intent to pay such additional compensation.

**ARTICLE VII - GRIEVANCE PROCEDURE**

**Section 1.**

DEFINITION: The term "Grievance" shall mean:

- a. A dispute concerning the application or interpretation of the terms of this Agreement;
- b. A claimed violation, misinterpretation or misapplication of the rules or regulations, written policy or orders of the Employer applicable to the agency which employs the grievant affecting terms and conditions of employment; provided, disputes involving the Personnel Rules and Regulations of the City of New York shall not be subject to the grievance procedure or arbitration;
- c. A claimed assignment of employees to duties substantially different from those stated in their job specifications.

**Section 2.**

The Grievance Procedure shall be as follows:

Employees may at any time informally discuss with their supervisors a matter which may become a grievance. If the results of such a discussion are unsatisfactory, the employees may present the grievance at **Step I**.

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All grievances must be presented in writing at all steps in the grievance procedure. For all grievances as defined in Section 1 c, no monetary award shall in any event cover any period prior to the date of the filing of the Step I grievance unless such grievance has been filed within thirty (30) days of the assignment to out-of-title work.

No monetary award for a grievance alleging a miscalculation of salary rate resulting in a payroll error of a continuing nature shall be issued unless such grievance has been filed with the time limitation set forth in Step I below for such grievances; if the grievance is so filed, any monetary award shall in any event cover only the period up to six years prior to the date of the filing of the grievance.

**STEP I** The Employee and/or the Union shall present the grievance in the form of a memorandum to the person designated for such purpose by the agency head no later than 120 days after the date on which the grievance arose except that grievances alleging a miscalculation of salary rate resulting in a payroll error of a continuing nature shall be presented no later than 120 days after the first date on which the grievant discovered the payroll error. The Employee may also request an appointment to discuss the grievance and such request shall be granted. The person designated by the Employer to hear the grievance shall take any steps necessary to a proper disposition of the grievance and shall issue a determination in writing by the end of the third work day following the date of submission.

**STEP II** An appeal from an unsatisfactory determination at **STEP I** where applicable, shall be presented in writing to the agency head or the agency head's designated representative who shall not be the same person designated in **STEP I**. The appeal must be made within five (5) working days of the receipt of the **STEP I** determination. The agency head or designated representative, if any, shall meet with the Employee and/or the Union for review of the grievance and shall issue a determination in writing by the end of the tenth work day following the date on which the appeal was filed.

**STEP III** An appeal from an unsatisfactory determination at **STEP II** shall be presented by the Employee and/or the Union to the Commissioner of Labor Relations in writing within ten (10) working days of the receipt of the **STEP II** determination. The grievant or the Union should submit copies of the **STEP I** and **STEP II** grievance filings and any agency responses thereto. Copies of such appeal shall be sent to the agency head. The Commissioner of Labor Relations or the Commissioner's designee shall review all appeals from **STEP II** determinations and shall issue a determination on such appeals within fifteen (15) working days following the date on which the appeal was filed.

**STEP IV** An appeal from an unsatisfactory determination at **STEP III** may be brought solely by the Union to the Office of Collective Bargaining for impartial arbitration within fifteen (15) working days of receipt of the **STEP III** determination. In addition, the Employer shall have the right to bring directly to arbitration any dispute between the parties concerning any matter defined herein as a "grievance." The Employer shall commence such arbitration by submitting a written request therefor to the Office of Collective Bargaining. A copy of the notice requesting impartial arbitration shall be forwarded to the opposing party. The arbitration shall be conducted in accordance with the Consolidated Rules of the Office of Collective Bargaining. The costs and fees of such arbitration shall be borne equally by the Union and the Employer.

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The arbitrator's decision, order or award (if any) shall be limited to the application and interpretation of the Agreement, and the arbitrator shall not add to, subtract from or modify the Agreement. The arbitrator's award shall be final and binding and enforceable in any appropriate tribunal in accordance with Article 75 of the Civil Practice Law and Rules. The arbitrator may provide for and direct such relief as the arbitrator deems necessary and proper, subject to the limitations set forth above and any applicable limitations of law.

### Section 3.

As a condition to the right of the Union to invoke impartial arbitration set forth in this Article, the Employee or Employees and the Union shall be required to file with the Director of the Office of Collective Bargaining a written waiver of the right, if any, of the Employee and the Union to submit the underlying dispute to any other administrative or judicial tribunal except for the purpose of enforcing the arbitrator's award.

### Section 4.

A grievance concerning a large number of Employees and which concerns a claimed misinterpretation, inequitable application, violation or failure to comply with the provisions of this Agreement may be filed directly at **STEP III** of the grievance procedure. Such "group" grievance must be filed no later than 120 days after the date on which the grievance arose, and all other procedural limits, including time limits, set forth in this Article shall apply. All other individual grievances in process concerning the same issue shall be consolidated with the "group" grievance.

### Section 5.

If a determination satisfactory to the Union at any level of the Grievance Procedure is not implemented within a reasonable time, the Union may re-institute the original grievance at **STEP III** of the Grievance Procedure; or if a satisfactory **STEP III** determination has not been so implemented, the Union may institute a grievance concerning such failure to implement at **STEP IV** of the Grievance Procedure.

### Section 6.

If the Employer exceeds any time limit prescribed at any step in the Grievance Procedure, the grievant and/or the Union may invoke the next step of the procedure, except that only the Union may invoke impartial arbitration under **STEP IV**.

### Section 7.

The Employer shall notify the Union in writing of all grievances filed by Employees, all grievance hearings, and all determinations. The Union shall have the right to have a representative present at any grievance hearing and shall be given forty-eight (48) hours' notice of all grievance hearings.

### Section 8.

Each of the steps in the Grievance Procedure, as well as time limits prescribed at each step of this Grievance Procedure, may be waived by mutual agreement of the parties.

**Section 9.**

The grievance and the arbitration procedure contained in this Agreement shall be the exclusive remedy for the resolution of disputes defined as "grievances" herein. This shall not be interpreted to preclude either party from enforcing the arbitrator's award in court. This Section shall not be construed in any manner to limit the statutory rights and obligations of the Employer under Article XIV of the Civil Service Law.

**Section 10. Expedited Arbitration Procedure**

- a. The parties agree that there is a need for an expedited arbitration process which would allow for the prompt adjudication of the grievances as set forth below.
- b. The parties voluntarily agree to submit matters to final and binding arbitration pursuant to the New York City Collective Bargaining Law and under the jurisdiction of the Office of Collective Bargaining. An arbitrator or panel of arbitrators, as agreed to by the parties, will act as the arbitrator of any issue submitted under the expedited procedure herein.
- c. The selection of those matters which will be submitted shall be made pursuant to mutual agreement by the parties. The following procedures shall apply:
  - i. **SELECTION AND SCHEDULING OF CASES:**
    - (1) The Deputy Chairperson for Disputes of the Office of Collective Bargaining shall propose which cases shall be subject to the procedures set forth in Section 10 and notify the parties of proposed hearing dates for such cases.
    - (2) The parties shall have ten business days from the receipt of the Deputy Chairperson's proposed list of cases and hearing schedule(s) to raise any objections thereto.
    - (3) If a case is not proposed by the Deputy Chairperson for expedited handling, either party may, at any time prior to the scheduling of an arbitration hearing date for such case, request in writing to the other party and to the Deputy Chairperson of Disputes of the Office of Collective Bargaining that said case be submitted to the expedited procedure. The party receiving such request shall have ten business days from the receipt of the request to raise any objections thereto.
    - (4) No case shall be submitted to the expedited arbitration process without the mutual agreement of the parties.



ii. **CONDUCT OF HEARINGS:**

- (1) The presentation of the case, to the extent possible, shall be made in the narrative form. To the degree that witnesses are necessary, examination will be limited to questions of material fact and cross examination will be similarly limited. Submission of relevant documents, etc., will not be unreasonably limited. Submission of relevant documents, etc., will not be unreasonably limited and may be submitted as a "packet" exhibit.
- (2) In the event either party is unable to proceed with hearing a particular case, the case shall be rescheduled. However, only one adjournment shall be permitted. In the event that either party is unable to proceed on a second occasion, a default judgment may be entered against the adjourning party at the Arbitrator's discretion absent a good cause shown.
- (3) The Arbitrator shall not be precluded from attempting to assist the parties in settling a particular case.
- (4) A decision will be issued by the Arbitrator within two weeks. It will not be necessary in the Award to recount any of the facts presented. However, a brief explanation of the Arbitrator's rationale may be included. Bench decisions may also be issued by the Arbitrator.
- (5) Decisions in this expedited procedure shall not be considered as precedent for any other case nor entered into evidence in any other forum or dispute except to enforce the Arbitrator's award.
- (6) The parties, shall whenever possible, exchange any documents intended to be offered in evidence at least one week in advance of the first hearing date and all endeavor to stipulate to the issue in advance of the hearing date.

**ARTICLE VIII - BULLETIN BOARDS; EMPLOYER FACILITIES**

The Union may post notices on bulletin boards in places and locations where notices usually are posted by the Employer for the employees to read. All notices shall be on Union stationery, and shall be used only to notify employees of matters pertaining to Union affairs. Upon request to the responsible official in charge of a work location, the Union may use Employer premises for meetings during employees' lunch hours, subject to availability of appropriate space and provided such meetings do not interfere with the Employer's business.

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### ARTICLE IX - NO STRIKES

In accordance with the New York City Collective Bargaining Law, as amended, neither the Union nor any Employee shall induce or engage in any strikes, slowdowns, work stoppages, mass absenteeism, or induce any mass resignations during the term of this Agreement.

### ARTICLE X - CITYWIDE ISSUES

This Agreement is subject to the provisions, terms and conditions of the Agreement which has been or may be negotiated between the City and the Union recognized as the exclusive collective bargaining representative on City-wide matters which must be uniform for specified Employees, including the employees covered by this Agreement.

Employees in Rule X titles shall receive the benefits of the City-wide Agreement unless otherwise specifically excluded herein.

### ARTICLE XI - UNION ACTIVITY

Time spent by Employee representatives in the conduct of labor relations with the City and on Union activities shall be governed by the terms of Executive Order No. 75, as amended, dated March 22, 1973, entitled "Time Spent on the Conduct of Labor Relations between the City and Its Employees and on Union Activity" or any other applicable Executive Order.

### ARTICLE XII - FINANCIAL EMERGENCY ACT

The provisions of this Agreement are subject to applicable provisions of law, including the New York State Financial Emergency Act for the City of New York, as amended.

### ARTICLE XIII - APPENDICES

The Appendix attached hereto and initialed by the undersigned shall be deemed a part of this Agreement as if fully set forth herein.

### ARTICLE XIV - SAVINGS CLAUSE

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

WHEREFORE, we have hereunto set our hands and seals this 28<sup>th</sup> day of April, 2006.

CITY OF NEW YORK AND RELATED  
PUBLIC EMPLOYERS AS  
DEFINED HEREIN

EMS SUPERIOR OFFICERS  
ASSOCIATION

BY:

James F. Hanley  
JAMES F. HANLEY  
Commissioner  
Office of Labor Relations

BY:

Joel Friedman  
JOEL FRIEDMAN  
President

APPROVED AS TO FORM:

BY:

Paul T. Rephen  
PAUL T. REPHEN  
Acting Corporation Counsel

BY:

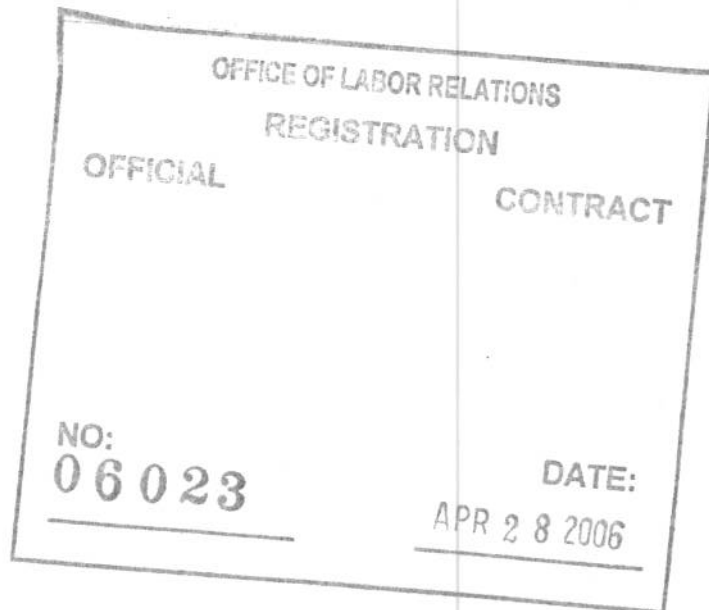
Joan Stern Kiok  
JOAN STERN KIOK  
General Counsel

DATE SUBMITTED TO THE FINANCIAL CONTROL BOARD:

\_\_\_\_\_, 2006.

UNIT: EMS CHIEFS

TERM: January 1, 2003 to February 18, 2007



## Appendix

The following rules shall govern the eligibility of Employees for the Recurring Increment Payment (RIP) provided for in Article III, Section 4 of the 2003-2007 EMS SOA Unit Agreement.

1. Only service in pay status shall be used to calculate the qualifying years of service. A continuous year of service shall be a full year of service without a break of more than 31 days. Where the regular and customary work year for a title is less than a twelve month year, such as a school year, such regular and customary year shall be credited as a continuous year of service counting towards the qualifying years of service. If the normal work year for an employee is less than the regular and customary work year for the employee's title, it shall be counted as a continuous year of service if the Employee has customarily worked that length work year and the applicable agency verifies that information.
2. Part-time Employees shall be ineligible to receive RIPs, but prior part-time service shall be credited to full-time employees on a pro rata basis, provided all other terms and conditions set forth herein are met.
  - a. An Employee must have regularly worked at least one half the regular hours of full time Employees in the same title or if no full-time equivalent title exists then at least 17-1/2 hours for white collar positions or 20 hours for blue collar positions.
  - b. Such part time service shall be prorated by dividing the number of hours worked per week by a part-time Employee by the number of hours worked per week by a full-time employee in the same title. If no full-time equivalent title exists then the divisor shall be 35 hours for white collar positions or 40 hours for blue collar positions.
3. Service in pay status prior to a break in service of more than one year shall *not* be used to calculate the qualifying years of service.
4. The following time in which an Employee is not in pay status shall not constitute a break in service, but such time shall *not* be used to calculate the qualifying years of service:
  - a. time on a leave approved by the proper authority which is consistent with the Personnel Rules and Regulations of the City of New York or the appropriate personnel authority of a covered organization,
  - b. time prior to a reinstatement,
  - c. time on a preferred or recall list, and
  - d. time not in pay status of 31 days or less.

5. RIPS shall be considered a salary adjustment for the purposes of Article III, Section 1 (d) of this Agreement and the maximum salary of an eligible title shall not constitute a bar to the payment thereof.

6. Once an Employee has qualified for a RIP and is receiving it, the RIP shall become part of the Employee's base rate and included in calculating all salary-based payments, except as provided in paragraph 7 below. Any future negotiated general increases shall be applied to RIPS.

7. A RIP shall not become pensionable until two years after the Employee begins to receive such RIP.



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

**JAMES F. HANLEY**  
*Commissioner*  
**PAMELA S. SILVERBLATT**  
*First Deputy Commissioner*

**Lump Sum Cash Payment Guidelines**

March 27, 2006

Joel Friedman, President  
EMS Superior Officers Association  
P.O. Box 562  
Maspeth, NY 11378

Re: 2003-2007 EMS SOA Agreement

Dear Mr. Friedman:

This is to confirm the understanding and agreement of the parties concerning the guidelines for receipt of the lump sum cash payment provided in Section 3. A. of the *2003-2007 EMS SOA Agreement*.

A. Eligibility Guidelines

The following categories of Employees shall be eligible to receive a lump sum cash payment in the amount of \$1,000, or a pro-rata portion thereof, in accordance with the further provisions of paragraph C, below.

- i. Employees who are in active pay status between March 27, 2006 and the date of ratification of the *2003-2007 EMS SOA Agreement*.
- ii. Employees who worked the full period from January 1, 2003 through December 31, 2003 and who retired on or after December 31, 2003.

- iii. Employees who had at least one year of service and who had been in service during the period from January 1, 2003 through December 31, 2003 and who were laid-off/terminated for economic reasons.
- iv. Employees on active Military Duty pursuant to "Operation Enduring Freedom."
- v. Employees who are in pay status between March 27, 2006 and the date of ratification of the *2003-2007 EMS SOA Agreement*, albeit on approved leave without pay, will receive the applicable lump sum payment upon their return to work.

Note: Employees who were terminated for cause or who resigned shall not be eligible for the lump sum cash payment.

B. Proration of Lump Sum Cash Payment

- i. Full-time per annum and full-time per diem Employees shall receive a lump sum cash payment in the amount of \$1,000.
- ii. Part-time per annum, part-time per diem, per session, hourly paid and per diem Employees (including seasonal appointees) and Employees whose normal work year is less than a full calendar year shall receive a pro-rata portion of the lump sum cash payment on the basis of computations heretofore utilized by the parties for all such Employees.

C. The lump sum cash payments shall not become part of the Employee's basic salary rate nor be added to the Employee's basic salary for the calculation of any salary based benefits including the calculation of future collective bargaining increases.

D. The lump sum cash payment shall be pensionable, consistent with applicable law, and shall be paid as soon as practicable upon ratification of the *2003-2007 EMS SOA Agreement*.

E. For circumstances that were not anticipated by the parties, the First Deputy Commissioner of Labor Relations may elect to issue, on a case-by-case basis, interpretations concerning the application of Section 3. A. of the *2003-2007 EMS SOA Agreement*.

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

06023



Very truly yours.

*James F. Hanley*  
JAMES F. HANLEY

AGREED AND ACCEPTED ON BEHALF  
OF EMS SOA

BY: *Joel A. Friedman*  
Joel Friedman

26023



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

**JAMES F. HANLEY**  
*Commissioner*  
**PAMELA S. SILVERBLATT**  
*First Deputy Commissioner*

March 27, 2006

Joel Friedman, President  
EMS Superior Officers Association  
P.O. Box 562  
Maspeth, NY 11378

**Re: 2003 – 2007 EMS SOA Agreement**

Dear Mr. Friedman:

This letter is to confirm certain mutual understandings and agreements regarding the above-captioned agreement.

The parties agree to establish a "Joint Labor Management Committee on Productivity Initiatives" ("*Committee*").

Composition of the Committee

The Committee shall comprise representatives designated by: the Deputy Mayor for Operations, the Law Department, the Office of Labor Relations, the Office of Management and Budget, the Office of Operations, and EMS SOA.

Goals and Objectives

The Committee shall work to identify efficiencies in the administration and delivery of governmental services which shall in turn be utilized to provide additional compensation to employees. This agreement expresses the joint labor and management commitment to associate improved City service and performance with appropriate compensation for the workforce.

The goal of the Committee's work shall be to identify, review, recommend and develop initiatives that generate workplace savings, maximize the potential of the City workforce and ensure the provision of essential services while at the same time improving compensation for the

City workforce. To that end, the parties will seek to identify quantifiable savings while at the same time maintaining or improving City services.

The Committee shall make all reasonable efforts to issue a report or reports which propose initiatives representing meaningful, quantifiable, recurring savings to the City and which generate funding to be utilized to compensate employees. Upon completion and acceptance of all committee members of the report, an additional one percent (1%) increase shall be paid to employees covered by this agreement.

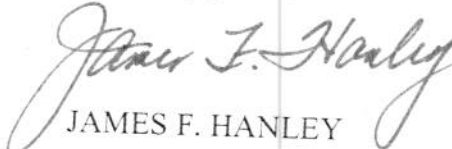
The parties agree to meet and negotiate the application of any additional savings above 1% generated by the programs developed by the Committee.

#### Resolution of Disputes

The initiatives and programs developed pursuant to this Committee must be unanimously agreed upon. In the event there is a dispute as to the amount of savings generated by an initiative or the implementation of a program, or the savings generated by a program are not paid pursuant to this agreement, it shall be submitted to arbitration upon written notice therefore by any of the parties to this Agreement to the party with whom such dispute or controversy exists. The matter submitted for arbitration shall be submitted to an arbitration panel consisting of the three impartial members of the Board of Collective Bargaining pursuant to Title 61 of the Rules of the City of New York. Any award in such arbitration proceeding shall be final and binding and shall be enforceable pursuant to Article 75 of the CPLR.

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

Very truly yours,

  
JAMES F. HANLEY

**AGREED AND ACCEPTED ON BEHALF  
OF EMS SOA**

BY: 

Joel Friedman  
President

06023



THE CITY OF NEW YORK  
**OFFICE OF LABOR RELATIONS**  
 40 Rector Street, New York, NY 10006-1705  
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**JAMES F. HANLEY**  
*Commissioner*  
**PAMELA S. SILVERBLATT**  
*First Deputy Commissioner*

March 27, 2006

Joel Friedman, President  
 EMS Superior Officers Association  
 P.O. Box 562  
 Maspeth, NY 11378

RE: 2003-2007 EMS SOA Agreement

Dear Mr. Friedman:

This is to confirm certain mutual understandings and agreements regarding the above captioned Agreement.

In regard to Article X (Citywide Issues), while the Citywide time and leave modifications effective July 1, 2004 shall not apply to the Employees in this Unit Agreement, the following Citywide modifications do apply as of May 1, 2006:

Annual Leave:

Effective May 1, 2006, All Employees shall accrue annual leave as follows:

New hires	13 days
Beginning 5th Year	18 days
Beginning 8th Year	23 days
Beginning 15th Year	25 days

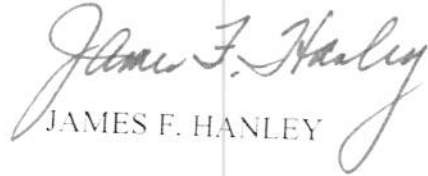
Floating Holiday:

Effective May 1, 2006, the floating holiday for All Employees shall be eliminated.

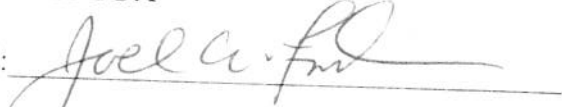
26023

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

Very truly yours,

  
JAMES F. HANLEY

**AGREED AND ACCEPTED ON BEHALF  
OF EMS SOA**

BY: 

Joel Friedman  
President