

EMS Chiefs Memorandum of Agreement
May 4, 2017

WHEREAS, the undersigned parties desire to enter into a collective bargaining agreement, including this 2011-2018 Memorandum of Agreement ("MOA"), covering the period of January 31, 2011 through May 30, 2018;

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

1. General Wage Increases

(All Titles)	
<u>Effective Date</u>	<u>Increase</u>
7/31/2012	1%
7/31/2013	1%
7/31/2014	1%
7/31/2015	1.5%
7/31/2016	2.5%
7/31/2017	3%

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

2. Ratification Bonus

A lump sum cash payment in the amount of \$1,000, prorated for other than full-time employees, shall be payable as soon as practicable upon execution of this Agreement to those bargaining unit members who are on active payroll as of the day of ratification.

The ratification bonus shall be pensionable, consistent with applicable law.

The ratification bonus 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.

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 2 of this 2011-2018 MOA. Such case-by-case interpretations shall not be subject to any dispute resolution procedures as per past practice of the parties.

3. Recurring Increment Payment

Effective January 31, 2018, the 15-year recurring increment payment in Article IV of the collective bargaining agreement shall be further increased by \$447, from \$1,020 to \$1,467.

4. Workweek

Effective July 9, 2017, the workweek for bargaining unit employees shall be 37.5 hours per week. Annual salaries shall be adjusted contemporaneously to reflect 7.14% more work hours (1957.5 hours per year). Covered employees will continue to receive a one hour unpaid lunch break.

Employees recalled to duty during their lunch break to respond to an active incident shall receive compensatory time on a minute-for-minute basis for time worked (rounded to the nearest fifteen minutes). This provision supersedes all prior agreements between the parties regarding work performed during the lunch break.

The Department and the Union agree to jointly discuss individual work schedules with start times which deviate up to thirty minutes from current schedules, e.g. 5:30am in lieu of 6am. All schedules shall continue to be established and distributed on a monthly basis. The Department retains the non-reviewable discretion to approve and establish work schedules.

5. On-Call Assignments

It is understood that the annual compensation for bargaining unit employees includes rotating on-call assignments which may be scheduled at the Department's discretion. Employees called to physically appear at work shall continue to be guaranteed compensation of at least four (4) hours.

The union and the Department shall convene a labor/management committee to discuss the scheduling of on-call assignments on regular days off.

Notwithstanding the above, the Department schedule for any calendar month shall not include more than five (5) 24-hour on-call assignments (or 120 hours on-call) for Division Commanders and shall not include more than four (4) 24-hour on-call assignments (or 96 hours on-call) for Deputy Chiefs.

6. Mutuals

The Department's Operating Guide Procedure will be amended, as it applies to Chief Officers, to allow for mutual exchanges within the same two week pay period.

7. Annual Leave

Effective as soon as practicable after the execution of this agreement, vacation picks shall be determined by seniority and shall include a maximum of two weeks per employee for summer vacation and a maximum of two weeks per employee for winter vacation (November through February).

8. Uniform

Effective January 31, 2018, the uniform allowance shall be \$200 per annum.

9. 14-Day Notice

Whenever the Department intends to alter an existing policy or program or to establish a new policy or program, the Department shall give the union at least fourteen (14) days notice of the intended change or new implementation, except in situations when the Department must act more quickly because of emergency or other good cause. The Department shall use its best efforts to notify the union of the intended change between the hours of 9:00 a.m. to 5:00 p.m., and shall endeavor to provide said notice electronically. This shall not affect the Department's

right to implement or change such policies or programs nor the union's right to oppose such policies or programs.

10. Health Savings

The May 5, 2014 letter agreement regarding health savings and welfare fund contributions between the Municipal Labor Committee and the City will be attached as an Appendix and is deemed to be part of this MOA.

11. Duration

This agreement shall be effective from January 31, 2011 to May 30, 2018.

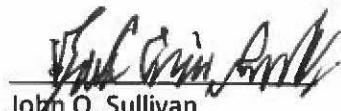
12. Ratification

This agreement is subject to ratification by the Union.

AGREED AND ACCEPTED:



Renee Campion
First Deputy Commissioner, Office of Labor Relations



John Q. Sullivan
President, EMS Superior Officers Association