

EMS Memorandum of Agreement
June 10, 2016

WHEREAS, the undersigned parties desire to enter into a collective bargaining agreement, including this 2010-2018 Memorandum of Agreement ("MOA"), covering the period of September 6, 2010 through April 5, 2018 (EMS Titles) and March 3, 2010 through April 5, 2018 (FPI Titles);

WHEREAS, the undersigned parties intend by this 2010-2018 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 2010-2018 MOA to continue all of the same terms and conditions, except as amended below;

1. General Wage Increases

(All Titles)	
<u>Effective Date</u>	<u>Increase</u>
3/6/2015	1.5%
3/6/2016	2.5%
3/6/2017	3%
9/5/17	3.03%

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 were 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 2010-2018 MOA. Such case-by-case interpretations shall not be subject to any dispute resolution procedures as per past practice of the parties.

3. Longevity Differentials

Effective September 6, 2017, full-time employees in the title Emergency Medical Technician and Paramedic with more than 3 years of service shall be eligible to receive an annual longevity differential in the amount of \$1,171.

Effective September 6, 2017, full-time employees in the title Fire Protection Inspector and Associate Fire Protection Inspector shall be eligible to receive an increase in the existing annual

longevity differential, as follows: \$2,000 per annum (increase of \$444) after ten years of service, and \$2,500 per annum after fifteen years of service.

Effective September 6, 2017, full-time employees in the title Supervising Emergency Services Specialist shall be eligible to receive an annual longevity differential in the amount of \$5,609 (increase of \$2,160) after twenty years of service.

The longevity differentials described in this Section do not become part of the basic salary rate. Service eligibility is computed on the basis of the length of service in the appropriate occupational group. Eligibility of new qualifiers for the longevity differential shall be on the January 1, April 1, July 1, or October 1 subsequent to the new qualifier's anniversary date. The longevity differential shall not be pensionable until the employee has received it for two years.

4. HazTac Differential

Effective September 6, 2017, EMTs and Paramedics assigned to and working in HazTac units shall be eligible to receive an assignment differential of 3% of base salary upon assignment during the first year, and an additional 3% upon completion of one year of assignment. The Fire Commissioner has sole discretion to assign employees to the above specified units. The assignment differential ends when the assignment ends.

5. Supervising Emergency Medical Services Specialist Salary Schedule

Effective September 6, 2017, the hiring rate for Supervising Emergency Medical Services Specialist Level I (Lieutenant) shall be \$68,000; the salary rate after 3 years of service shall be \$71,202.

Effective September 6, 2017, the salary rate for all Supervising Emergency Medical Services Specialists Level II (Captain) shall be \$75,000.

6. Annuity

Effective September 6, 2017, Fire Protection Inspectors and Associate Fire Protection Inspectors shall be eligible for an annuity contribution in the amount of \$261 per annum.

7. Alternate Work Schedule

An alternative work schedule pilot program will be implemented on an agreed-upon date, based on the terms of the attached side letter.

8. Workweek

Effective August 7, 2016, the workweek for employees in the titles Fire Protection Inspector and Associate Fire Protection Inspector shall be 37.5 hours per week. Annual salaries shall be adjusted to reflect 7.14% more work hours (1957.5 hours per year). Covered employees will continue to receive a half-hour unpaid lunch break.

9. Annual Leave

Effective September 6, 2017, the annual leave accrual for Supervising Emergency Services Specialists (i.e. Lieutenants and Captains) with 12 years of City service or less shall be reduced by five days per annum, as follows:

<u>Years of Service</u>	<u>Annual Allowance</u>
0-5 years	10 workdays
6-12 years	15 workdays

After the completion of 12 years of service, employees will receive the annual allowance identified in Article III, Section 16 of the EMS Collective Bargaining Agreement.

10. Labor/Management Committee

Upon ratification, a joint committee of the parties will be formed to incorporate this MOA and prior agreements into a full collective bargaining agreement.

11. Uniform

The Department will continue to provide a dress uniform to employees in the titles of Fire Protection Inspector and Associate Fire Protection Inspector.

12. 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.

13. Gainsharing

Notwithstanding the Alternate Work Schedule side letter, nothing contained in this current Agreement shall preclude the parties from their continuing discussions to identify, review, recommend and develop initiatives that will generate workplace savings, maximize the potential of the City workforce and ensure the provision of essential services, while at the same time providing increased compensation for the workforce. The parties must conclude all discussions regarding this Section no later than 12 months after the date of ratification of the Agreement unless the parties have mutually agreed to extend the deadline. Any claim that either party has of **enforcement** of a mutually agreed upon savings proposal shall be submitted to an expedited arbitration panel with the assistance of the Office of Collective Bargaining. The expedited arbitration panel shall not be used to decide the substance, merit or value of either of the parties' specific savings proposals.

14. 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.


15. Duration

This agreement shall be effective from September 6, 2010 through April 5, 2018 (EMS Titles) and March 3, 2010 through April 5, 2018 (FPI Titles).

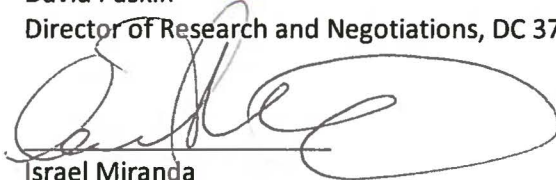
16. Ratification

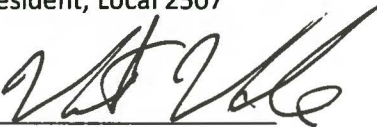
This agreement is subject to ratification by the Union.

AGREED AND ACCEPTED:

 SB for RWL
Robert W. Linn
Commissioner, Office of Labor Relations


David Paskin
Director of Research and Negotiations, DC 37


Israel Miranda
President, Local 2507


Vincent Variale
President, Local 3621



OFFICE OF LABOR RELATIONS

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MAYRA E. BELL
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GEORGETTE GESTELY
Director, Employee Benefits Program

APPENDIX A

David Paskin
Research and Negotiations
District Council 37
125 Barclay Street
New York, New York 10007

Re: 12-Hour Tour Pilot Program

Dear Mr. Paskin:

This is to confirm our mutual understanding and agreement regarding the Fire Department's establishment of a 12-hour tour Pilot Program for EMTs, Paramedics, EMS Lieutenants and Captains (*hereinafter collectively "Bargaining Unit Members"*).

The Fire Department will conduct a Pilot Program in ten (10) stations to determine the feasibility of establishing permanent 12-hour units. This program will be implemented subject to the following terms:

DURATION AND LOCATION OF PILOT

- The pilot program will initially run for a period of at least one year.
- The program will be implemented in ten (10) stations citywide, as follows: Manhattan: 4 and 10; Bronx: 18 and 20; Brooklyn: 32 and 39; Queens: 45 and 49; Staten Island: 22 and 40. The program will also be implemented in Emergency Medical Dispatch (EMTs only, 6 positions; with further discussion regarding Officers) and HazTac (Officers only). The parties may mutually agree to include one or more additional stations or units during the course of the pilot program.
- The Department reserves the right to temporarily suspend this program in the event of a significant temporary condition which adversely affects the delivery of pre-hospital care services. In the case of a temporary City-wide suspension the pilot program shall be extended for no more than the same amount of time the pilot program was suspended.

TOURS

- For participating EMTs, and Paramedics, the 12 hour work schedule shall consist of 36 hours one week and 48 hours the other week within each pay period except that every fourth pay period shall consist of two weeks of 36 hours. The days off shall rotate so that each participant will have at least one weekend (Friday, Saturday, Sunday) off every other week, excluding additional overtime assignments outside the regularly scheduled tour. (*Union 12 Hour Shift Chart of 10/21/15*)
- For participating Lieutenants and Captains the 12 hour work schedule shall consist of 36 hours one week and 48 hours the other week during a pay period. Participating Lieutenants' days off shall rotate so that each participant will have at least one weekend (Friday, Saturday, Sunday) off every other week, excluding additional overtime assignments outside the regularly scheduled tour. Participating Captains' days off shall rotate so that each participant will have at least one weekend (either Friday, Saturday, Sunday or Saturday, Sunday, Monday) off every other week, excluding additional overtime assignments outside the regularly scheduled tour. (*Union 12 Hour Shift Chart of 10/28/15*)
- The parties may mutually agree to amend the work chart prior to implementation or during the pilot period.

LEAVE USAGE

To account for longer tours at the pilot locations:

- Adjustments will be made in leave usage for participating EMTs and Paramedics, such that full tour leave usage will be 12 rather than 7.5 hours and leave less than a full tour (12 hours) will be charged as per current practice. However, in weeks where an employee is scheduled for 48 hours, any leave hours taken will be paid and charged up to 40 hours only. The additional 8 hours will not be paid or charged. Leave accruals will not be affected by participation in the Pilot Program.
- Adjustments will be made in leave usage for participating Lieutenants and Captains, such that full tour leave usage will be 12 rather than 7.5 hours and leave less than a full tour (12 hours) will be charged as per current practice. All leave used shall be at straight time. For example, one week as per current of annual leave will result in 48 hours of straight time pay and the accrual balance will be charged 48 hours. Leave accruals will not be affected by participation in the Pilot Program.

LABOR MANAGEMENT COMMITTEES

- The parties agree to form a Labor/Management committee to meet no less than every three (3) months during the term of the pilot program to discuss the progress of the pilot and make adjustments or modifications to the terms of this agreement as are mutually agreed-upon by the parties.
- The Department will meet with Union representatives no less than once a month,

or as needed, during the term of the pilot program to address issues and concerns of implementation.

- The parties upon mutual consent may agree to extend the program for an additional term and/or to expand the Pilot Program to additional stations.
- Prior to the end of the 12-hour tour Pilot Program, the parties will meet and collaborate to assess the continuation of the program based on operational experience using objective criteria which shall include, but not be limited to:
 - Changes to in-service time as compared to prior experience in the participating stations and to the experience in units that remain in 8-hour tours
 - Changes to overtime costs, i.e. tour coverage overtime and late call overtime;
 - Changes to the absence rate including, but not limited to, sick leave usage, LODI/Workman's Compensation usage and absence patterns affecting operations;
 - Compensation for single pay events.
- The parties will have the discretion to also consider other mitigating factors regarding the effectiveness and continuation of this program on a permanent basis including, but not limited to, employee and management satisfaction, operational impact (e.g. response time impact, if any), impact on scheduling, ability to fill vacant tours, and safety-related issues (e.g. changes to the incidence of vehicle accidents in participating stations, and number and duration of workplace injuries).
- The absence rate will include line of duty medical leave, sick leave and worker's compensation leave and will be monitored and evaluated on a station basis. Employees working light duty assignments shall not be included in the absence rate.

OVERTIME

- Bargaining Unit Members in the pilot program (i.e. working 12-hour tours) may be ordered to remain for overtime for up to an additional 4 hours.
- Bargaining Unit Members in the pilot program (i.e. working 12-hour tours) will be compensated for outside scheduled work based on existing contractual rules, including 1.5x where applicable.
- During the 36 hour work week all work performed in the field beyond 36 hours in pay status shall be paid at 1.5x. To be eligible for overtime at the premium rate (1.5x) for any scheduled overtime in the 48-hour weeks, the member must physically work beyond 40 hours.
- Mandatory overtime shall be at the mandated Bargaining Unit Member's station.

KVO CHANGES

- Bargaining Unit Members participating in the 12 hour tour wishing to be exempt from mandatory overtime pursuant to the Pre-Scheduled Overtime Policy ("KVO")

[as specified in EMS Command Order #2006-014] shall be required to sign up and complete two (2) 12-hour tours of pre-scheduled overtime per month during the peak seasonal period, defined as between June 1 and August 31, and one (1) 12-hour tour per month during non-peak months, when 12-hour tours are available. In order for a tour to qualify for these purposes, the Bargaining Unit Member may be required to work the full 12-hour tour, based on the needs of the Department.

- If no 12 hour tours are posted on the monthly KVO the Bargaining Unit Member may voluntarily elect to work two (2) 8-hour tours during the peak seasonal period, and one (1) 8 hour tour during non-peak months to fulfill the requirement. In order for a tour to qualify for these purposes, the Bargaining Unit Member may be required to work the full 8-hour tour, based on the needs of the Department.
- Bargaining Unit Members participating in the 12 hour tour shall be given preference in sign up for KVO's on 12 hour units.
- All KVO tours will be paid at 1.5x.

PAYROLL RELATED ISSUES

Switching to a 12 hour tour will result in an additional one week payroll lag for a total of two payroll lag weeks. The first payroll check received by the participant will be for one 12 hour tour work week. This one week pay lag will continue while the participant is working 12 hour tours. When the participant changes to a different work tour he/she will receive a final 12 hour tour work week payroll check that includes the lag week and the regular two week period for a total of 3 weeks of pay.

Bargaining Unit Members switching to 12 hour tours will be converted to a different pay class (W). All single pay events (meal money, longevities, rips, uniform maintenance, differentials) will be converted to an hourly rate which will be paid on all straight time hours. The Department will change the hourly rate when increases are applied to these single pay events. There will be no loss of annuity contribution as a result of the 12-hour tours.

PRODUCTIVITY AND GAINSHARING

At least six months prior to the conclusion of the 12-hour tour Pilot program, the parties will meet to quantify the extent of any costs, savings, operating efficiencies, and productivity gains and other benefit generated by the implementation of 12-hour tours. Continuation or expansion of the pilot program may be contingent on the parties' agreement as to the amount of the costs or savings attributable to the pilot program and how those costs or savings will be shared by the parties prospectively. Those categories which will be quantified, include but are not limited to:

1. In-service time;
2. Late call overtime;
3. Use of prescheduled and unscheduled overtime for tour coverage;
4. Unscheduled leave usage;
5. Increased productivity.

The parties agree to establish a pre-12 hour tour baseline average in each participating pilot program station for the above items. The parties further agree that units staffed with 8-hour tours during the pilot period are also relevant for comparison purposes.

For calculation of costs, savings, and productivity gains, the parties agree to use the current baselines for tours and headcount.

- Citywide Tours: 168 24-hour units and 115 16-hour units
- Citywide Headcount: 2791 EMTs, 997 Paramedics, 456 Lieutenants, and 77 Captains
- Current tours and headcounts for the participating stations and units. Tours and headcounts for the participating stations and units, as of an agreed-upon date, will be added to this side letter as soon as possible.

For purposes of financial calculation employee time shall be monetized based on the then current average salary of affected titles by type of unit (i.e., ALS, BLS Supervisory).

Any costs or savings resulting from the program during the initial pilot period will accrue to the City. It is understood that beginning with the end of the pilot program, but no later than the start of the 13th month of 12 hour tours, all agreed-upon savings and productivity gains going forward, shall be shared equally between the parties. Such funds shall be available for payout no later than the start of the 25th month of 12 hours tours.

At the conclusion of the initial one-year period, either party may terminate the Pilot Program with 30 days' written notice.

If the above confirms your understanding, please execute the signature line below.

Very truly yours,

 SB for RWC

Robert W. Linn

AGREED AND ACCEPTED ON BEHALF OF DC 37/ Local 2507 and 3621

BY 
David Paskin