

DISTRICT COUNCIL 37/ LOCALS 2507 AND 3621

2006-2010 MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT ("2006-2010 MOA") made this ___ day of October 2008 by and between the undersigned DC 37, AFSCME, AFL-CIO, and its affiliated Locals 2507 and 3621 (the "Union"); and the City of New York (the "City").

WHEREAS, the undersigned parties desire to enter into a collective bargaining agreement, including this 2006-2010 MOA and an agreement successor to that terminating on June 30, 2006 ("*Successor Separate Unit Agreement*") to cover the employees represented by the Union ("Employees");

WHEREAS, the undersigned parties intend by this 2006-2010 MOA to cover all economic and non-economic matters and to incorporate the terms of this 2006-2010 MOA into the *Emergency Medical Services Unit Agreement*, covering the period from July 1, 2006 through September 5, 2010,

NOW, THEREFORE, it is jointly agreed as follows:

1. **Term**

The term of the Agreement shall be from July 1, 2006 through September 5, 2010.

2. **General Wage Increases**

- a. Effective July 1, 2006, 4% general wage increase payable upon ratification.
- b. Effective July 1, 2007, 4% compounded general wage increase payable upon ratification.
- c. Effective August 24, 2008, 4% compounded general wage increase payable upon signed Unit Agreement.
- d. Effective August 24, 2009, 4% compounded general wage increase payable upon signed Unit Agreement.

3. a. The general wage increases provided for in Section 2 (a) and (b) shall be applicable to "additions-to-gross".

b. Notwithstanding Section 3 (a) above, the total cost of the increase as it applies to "additions to gross" shall not exceed a cost of 0.11 percent of the

December 31, 2005 payroll, including spinoffs and pensions. The general wage increases do not apply to the 15-year longevity differential.

4. **Prohibition of Further Economic Demands**

This Agreement concludes negotiations for the *2006-2010 Emergency Medical Services Agreement*. No Party to this agreement shall make additional economic demands during the term of the *Agreement* except as provided in Section 5.

5. **Modification of Wage Increases for Local 3621**

The general increases provided for in Section 2 (c) and (d) may be subject to revision or modification in the *2006-2010 Emergency Medical Services Agreement*, provided, however, that such revision or modification in wages shall not result in any current or future cost increase or decrease as compared with the cost required to pay the increases provided for in Section 2. Any revisions or modifications must be mutually agreed to by the parties.

6. **Conditions of Payment**

The general increases provided in Section 2 (a) and (b) shall be payable upon ratification of this 2006-2010 MOA. The general increases provided in Section 2 (c) and (d) shall not be made until agreement has been reached pursuant to Section 5. Should the Union decide not to exercise its rights under Section 5, the Union shall certify such in writing, and the general increases in Sections 2 (c) and (d) shall be payable upon execution of the *2006-2010 Emergency Medical Services Agreement*.

7. **Welfare Fund**

- a. Effective July 1, 2006, the City's contribution on behalf of each full-time active member and retiree shall be increased by \$100 per annum.
- b. Effective November 1, 2006, there shall be a one-time lump sum cash payment to the welfare fund in the amount of \$166.67 on behalf of each full-time active member and retiree who is receiving benefits on November 1, 2006.
- c. The per annum contribution rate, and the one-time lump sum cash payment on behalf of eligible part-time per annum, hourly paid, per session and per diem (including seasonal appointees) whose normal work year is less than a full calendar year shall be adjusted in the same proportion heretofore utilized by the parties for all such

Employees/retirees as the per annum contribution rate is adjusted for full-time Employees/retirees.

8. **Additional Compensation Fund**

Effective on August 24, 2010, the bargaining unit shall have available funds not to exceed 0.25% to purchase recurring benefits, mutually agreed to by the parties, other than to enhance the general wage increases set forth in Section 2 a., b, c and d. The funds available shall be based on the December 31, 2007 payroll, including spinoffs and pensions.

9. **12 Hour Tour Pilot Program**

The parties agree to a 12 Hour Tour Pilot Program as specified in Appendix A.

10. **Special Assignment**

The parties agree to a Special Assignment Differential as specified in Appendix B.

11. **Joint Committee on Pension**

The parties agree to a Joint Pension Committee as specified in Appendix C.

12. **Welfare Fund**

The parties agree to discuss additional welfare fund compensation only as specified in Appendix D.

13. There will be a Labor Management Committee to discuss the salary structure of the Supervising Emergency Medical Service Specialist title and internal productivity.

14. **Citywide Agreement**

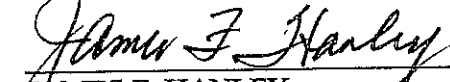
A Committee shall be established to jointly incorporate Citywide provisions into the EMS Unit Agreement. All provisions must be mutually agreed to by the parties.

~~15. The parties agree that the Union will withdraw Impasse Case # I-253-07.~~

16. This 2006-2010 MOA does not apply to employees in the title "Fire Protection Inspectors"; currently pending as Case # AC-36-07.


17. This Agreement is subject to ratification by the Union.

FOR THE CITY OF NEW YORK:



JAMES F. HANLEY
Commissioner of Labor Relations


FOR DC 37/Locals 2507 and 3621:



LILLIAN ROBERTS
Executive Director, DC 37



PATRICK BAHNKEN
President, Local 2507



THOMAS EPPINGER
President, Local 3621



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
MARGARET M. CONNOR
First Deputy Commissioner

APPENDIX A

Dennis Sullivan
Research and Negotiations
District Council 37
125 Barclay Street
New York, New York 10007

Re: 12-Hour Tour Pilot Program

Dear Mr. Sullivan:

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.

This program will be implemented subject to the following terms:

- The program will run for a period not to exceed six months.
- The Fire Commissioner will have sole discretion to terminate the program upon one week's notice to DC 37 at any time during the pilot program. Notice will be provided in writing to DC 37.
- The parties upon mutual consent may agree to extend the program for an additional term to continue the assessment of the program's viability.
- To account for longer tours, adjustments will be made in leave usage for participating EMTs, Paramedics, EMS 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 hour for hour. 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.
- The program will be implemented in one (1) division to be selected at the discretion of the Fire Commissioner.

BACKGROUND

The Fire Department will be conducting a Pilot Program in one (1) Division to determine the feasibility of establishing 12 hour units. After several months the department will assess the pilot to consider whether or not to expand the pilot to an additional Division. The pilot will be evaluated after six months using metrics of the Departments' own choice to assess program effectiveness including, but not limited to fiscal impact, operational impact, impact on overtime scheduling, safety related issues and maintenance of an annualized absence rate of no more than 5.5% for those participating in the title of EMT and Paramedic and no more than 5% for those participating in the title of EMS Lieutenant or Captain.

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.

For purposes of the pilot, the rate will be measured after the 6 month pilot.

The Commissioner will have the discretion to also consider other mitigating factors regarding the effectiveness and continuation of this program into the future.

Members participating in the pilot program must meet the following eligibility criteria:

- Members who are on a service-connected medical leave and/or light duty assignment for greater than 30 days must be full duty for 60 days before being able to return to the pilot program.
- Members reporting a medical leave must notify the Bureau of Health Services automated sick leave system and their Station Officer at least 4 hours before the beginning of their tour.

Members in the pilot program may be ordered to remain for overtime for up to 4 hours when they are scheduled for the next day, and up to 6 hours if they have a pass day the next day. The Department reserves the right to temporarily suspend this program in the event of a significant condition which adversely affects the delivery of pre-hospital care services.

To be eligible for overtime at the premium rate (1.5) for any scheduled overtime, the member must physically work beyond 40 hours. All other overtime including chart day cancellations will be at the premium rate (1.5).

OTHER ISSUES

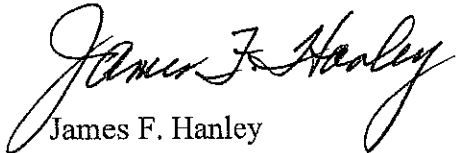
- EMS Members participating in the 12 hour tour wishing to be exempt from mandatory overtime pursuant to the Pre-Scheduled Overtime Policy ("KVO") [as specified in EMS Command Order #2006-014] shall be required to sign up and

complete 1 tour of pre-scheduled overtime per month during the peak seasonal periods defined as between Memorial Day- Labor Day and Thanksgiving day – New Years Day. When available, this shall be a 12 hour tour. If no 12 hour tours are posted on the monthly KVO, an 8 hour tour shall be considered sufficient to fulfill the requirement. Members participating in the 12 hour tour shall be given preference in sign up for KVO's on 12 hour units. The Department reserves its right to modify at its discretion the terms and conditions related to the KVO Program.

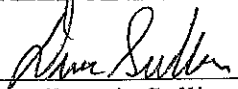
- A labor/management committee will be established to address implementation issues as they arise.
- The parties acknowledge that pursuant to decision A-1467-82, there is a cost associated with fewer appearances. The cost of this program will be borne by the City during the pilot period. If the pilot is extended beyond the six month period, then the costs associated with continuing 12-hour tours for EMTs, Paramedics EMS Lieutenants and Captains will be borne by the Union. The mechanism of DC 37 assuming those costs will be addressed in the collective bargaining process.

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

Very truly yours,


James F. Hanley

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

BY 
Dennis Sullivan



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First Deputy Commissioner

APPENDIX B

Dennis Sullivan
Research and Negotiations
District Council 37
125 Barclay Street
New York, New York 10007

Dear Mr. Sullivan:

This is to confirm the agreement of the parties regarding an assignment differential ("Special Assignment Differential") to be given to Paramedics who have completed rescue training and are assigned to Rescue Medic units, and to Officers who have completed rescue training and are assigned to HazTac.

The "Special Assignment Differential" shall be 6% of base salary upon assignment during the first year, and an additional 6% upon completion of one year of assignment, for a total of 12% additional compensation while eligible for the differential.

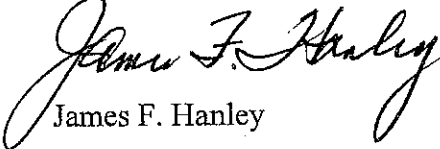
The number of employees eligible for such designation shall not exceed 4.92% of the budgeted positions in the bargaining unit.

The parties agree to meet within 60 days of execution of the *2006-2010 Memorandum of Agreement* to develop an alternative to the eligibility criteria outlined above. Modification of the eligibility criteria shall be by mutual agreement only, and shall not exceed 4.92% of the budgeted positions in the bargaining unit or result in any current or future cost increases beyond what is described above. At the end of the 60 day period the Special Assignment Differential shall go into effect as specified above, or the mutually agreed upon alternative shall go into effect. Any such alternative agreement shall be confirmed in a separate letter.

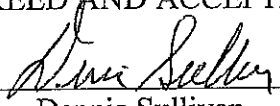
The Fire Commissioner has sole discretion to assign employees to the above specified units. The assignment differential ends when the assignment ends.

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

Very truly yours,


James F. Hanley

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APPENDIX C

Dennis Sullivan
Research and Negotiations
District Council 37
125 Barclay Street
New York, New York 10007

Re: Joint Pension Committee

Dear Mr. Sullivan:

This is to confirm our mutual understanding and agreement regarding the following:

A Labor-Management Pension Committee will be established to investigate pension enhancement legislation for EMS employees.

The Committee will analyze the actual costs and additional contribution rates required to provide this benefit without any cost to the City.

Upon mutual acceptance of the Committee's recommendations, including plan design and additional costs to be borne by the employee, the parties agree to jointly support the legislation necessary to implement the benefit changes.

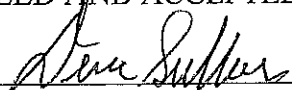
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Re: Welfare Fund

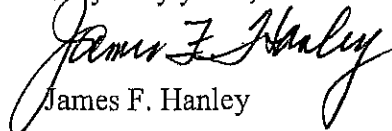
Dear Mr. Sullivan:

This is to confirm our mutual understanding and agreement regarding the following:

In the event that District Council 37 negotiates on a Councilwide basis for additional welfare fund compensation in the 2008-2010 round of bargaining, DC 37/Locals 2507 and 3621 shall be permitted to negotiate similar welfare fund compensation provided, however, that such revision or modification in the welfare fund compensation shall not result in any current or future cost increases to the City. Any revisions or modifications must be mutually agreed to by the parties.

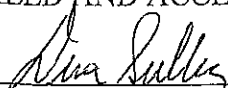
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