



Office of Labor Relations

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January 27, 2020

Rose Lovaglio-Miller
Director Research and Negotiations
District Council 37
55 Water Street
New York, New York 10007

Re: 12-Hour Tour Pilot Program

Dear Ms. Lovaglio-Miller:

This is to confirm our mutual understanding and agreement regarding the Fire Department's continuation of a 12-hour tour Pilot Program for EMTs, Paramedics, EMS Lieutenants and Captains (*hereinafter collectively "Bargaining Unit Members"*). This letter agreement updates and supersedes Appendix A to the parties' June 10, 2016 Memorandum of Agreement, and subsequent agreements dated November 22, 2016 and September 14, 2017. The terms of these previous agreements will remain in full force and effect until this letter agreement has been implemented.

The Fire Department will continue the Pilot Program as described below to determine the feasibility of establishing permanent 12-hour units. This program will be continued according to the following terms:

DURATION AND LOCATION OF PILOT

- The pilot program will continue through at least May 31, 2020.
- Effective as soon as practicable after the execution of this agreement,
 1. For employees in the EMT title, the program will shift from station-based to headcount-based.
 - Current AWS Ambulance headcount: 504
 - Current AWS EMD headcount: 70
 - Current AWS HazTac headcount: 10
 2. The pilot program shall expand to include members from both Locals assigned to FDOC.
 3. EMD will split the current AWS headcount between PSAC1 and PSAC2.
 4. Further modifications to the current allocation of employees in the

Paramedic, Lieutenant, and Captain ranks may be mutually agreed-to by the parties.

- 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 all Bargaining Unit Members, the 12 hour work schedule shall consist of 36 hours one week and 48 hours the other week during a pay period. 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 10/28/15)

LEAVE USAGE

To account for longer tours at the pilot locations, adjustments will be made in leave usage for participating Bargaining Unit Members, 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.

LABOR MANAGEMENT COMMITTEE

- 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 and performance tracking.
- 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 and/or personnel.
- 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.
- For purposes of assessing the in-service component, the 12-hour AWS will be considered successful if 12-hour units' in-service percentage is equal to or greater than the 8-hour unit in-service percentage, as follows:

- In-service calculation will be performed monthly by Management Analysis and Planning (“MAP”).
- The calculation will divide the total unit in-service time by the scheduled unit in-service time
- Units not running will be excluded if another unit is running in lieu of
- Extra units will be included
- The calculation will be performed monthly for:
 - Aggregate of all 12-hour tour units, to compare to 8-hour unit in-service percentage rate
 - Aggregate of all 8-hour tour units, to compare to 12-hour unit in-service percentage rate
 - Aggregate of all units at each station:
 - Running all 12-hour units (remaining in current pilot)
 - Running hybrid of 12-hour and 8-hour units (modified pilot)
 - Running all 8-hour units (baseline criteria)
- The baseline for each of these parameters will be calculated by MAP utilizing 3 months (September through November 2019) of data and will be shared with all parties
- The Labor-Management committee will meet monthly to assess:
 - Current pilot station vs. modified pilot station aggregate in-service
 - Current and modified pilot station vs. aggregate of 8-hour station in-service
 - Individual 8-hour station vs. aggregate of 8-hour station aggregate in-service
 - Mutually-agreed upon inclusion/exclusion based on in-service performance
 - All 12-hour unit aggregate in-service vs. all 8-hour unit aggregate in-service
 - Efficacy of program and determination on continuing or discontinuing the AWS
- 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, 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 AND HOLIDAYS

- 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) may volunteer to remain for overtime for up to an additional 6 hours (18 hours total), provided they are not scheduled to work the following day. Nothing contained herein shall effect the Department's right to assign and allocate overtime.
- 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.
- The holiday premium shall be paid on all straight time hours worked on a holiday. The overtime premium shall be paid on all overtime hours worked on a holiday. Scheduled hours worked on a holiday shall count towards the 40 hour week threshold. In no event shall an employee be entitled to two premium payments (e.g. holiday, overtime) for the same work hours.

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 Memorial Day- Labor Day 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. Bargaining Unit Members

participating in the 8-hour tour shall be given preference in signing up for KVO's on 8-hour units.

- All KVO tours will be paid at 1.5x.

PAYROLL RELATED ISSUES

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 reduction or loss of annuity contribution as a result of the 12-hour tours.

FDNY shall provide regular training to current and future 3621 members on understanding and interpreting payroll matters and paycheck stubs.

PRODUCTIVITY AND GAINSHARING

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.

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).

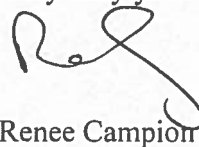
Any costs or savings resulting from the program during the initial pilot period

will accrue to the City. It is understood that beginning with the end of the pilot program, but no later than June 1, 2020, all agreed-upon savings and productivity gains going forward, shall be shared equally between the parties.

At the conclusion of the initial pilot 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,



Renee Campion

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

BY Rose Lovaglio-Miller 1/16/2020
Rose Lovaglio-Miller