

**2003 - 2007**  
**MEMORANDUM OF AGREEMENT**  
**Between**  
**The City of New York**  
**and**  
**The Correction Captains Association**

CEA 25

MEMORANDUM OF AGREEMENT (the "Agreement") entered into this 29<sup>th</sup> day of June, 2006, by and between the City of New York (hereinafter referred to as the "Employer"), and the Correction Captains Association, hereinafter referred to as the "Union".)

WHEREAS, the undersigned parties desire to enter into a collective bargaining agreement, including this Memorandum of Agreement, for the period June 1, 2003 through December 15, 2007 modifying the collective bargaining agreement between the Employer and the Union that expired on May 31, 2003, to cover employees represented by the Union ("Employees");

WHEREAS, the undersigned parties intend by this 2003-2007 CCA MOA to cover all economic matters including wages, and to incorporate the terms of this 2003-2007 CCA MOA into the Successor Separate Unit Agreement covering the period from June 1, 2003 through December 15, 2007;

WHEREAS, the parties have identified measurable savings to be used to provide such additional employee compensation as enumerated below;

NOW, THEREFORE, it is mutually agreed as follows:

**1. Term:**

The term of the successor collective bargaining agreement shall cover the period from June 1, 2003 through December 15, 2007.

**2. Continuation of Terms:**

The terms of the predecessor separate unit agreement shall continue except as modified pursuant to this 2003-2007 Memorandum of Agreement.

**3. General Wage Increase:**

- a. Effective June 1, 2003, Employees shall receive a general wage increase of five percent (5%).
- b. Effective June 1, 2004, Employees shall receive a general wage increase of five percent (5%).
- c. Effective November 11, 2005, Employees shall receive a general wage increase of three percent (3%).

**6. Additional Tours**

Each employee promoted to Captain on or after June 1, 2006, during the first six (6) years as a Captain, shall be required to work six (6) additional tours per year beyond the number required for a similarly situated incumbent Captain promoted on or before June 30, 1990, not to exceed thirty-six (36) such additional tours in total. The additional tours shall be limited to one (1) per calendar month, one (1) per swing, and six (6) per year as calculated on the employee's promotion date.

In accordance with existing procedures, each employee promoted to Captain on or after July 1, 1990, and before May 31, 2006, during the first five (5) years as a Captain, shall continue to be required to work three (3) additional tours per promotion year, one (1) per quarter, and one (1) per swing, beyond the number required for a similarly situated incumbent Captain, not to exceed fifteen (15) such additional tours in total.

**7. Annual Leave**

Effective June 1, 2006, for employees promoted on or after June 1, 2006 the Department shall provide the authorized annual vacations as follows:

1st year	16 days
2nd year	17 days
3rd year	18 days
4th year	18 days
5th year	18 days
6th year	20 days
7th year	27 days

**8. Annuity Fund**

Effective November 11, 2007, the amount the City shall contribute for each employee to the Annuity Fund shall be increased by \$389 per annum for all active members of the bargaining unit.

**9. Other Provisions**

Effective upon ratification of the 2003-2007 CCA MOA, the provisions of Article X, Section 3., "Military Leave", are to be applied in a manner consistent with the practice in other agencies, i.e., 22 work days, 30 calendar days.

Effective upon ratification of the 2003-2007 CCA MOA, Employees promoted to Correction Captain shall be compensated at the Correction Officer rate of pay for the entire time spent at the Training Academy.

Effective upon ratification of the 2003-2007 CCA MOA, the Department of Correction will schedule vacations in the most efficient and cost-effective manner (i.e., "vacation smoothing"). Vacation picks shall be based on seniority by tour within the command to assure to the greatest extent practicable an even distribution by tour in each of the respective vacation picks, that is, no more than ten percent of the command by tour per pick.

**10. Salary Schedule**

If another uniform collective bargaining unit has an adjustment made to their salary schedule outside of the collective bargaining or arbitration process during the term of this agreement, then the parties shall reopen this agreement for the purposes of discussing that issue.

**11. Retroactivity**

In the event that any payment is not paid on the date due under this 2003–2007 CCA MOA, such payment when made shall be paid retroactive to such due date.

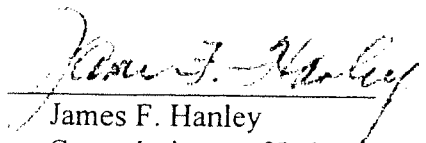
**12. Conditions of Payment**

The general wage increases pursuant to Section 3 of this 2003-2007 CCA MOA shall be payable as soon as practicable upon ratification of the 2003-2007 CCA Agreement.

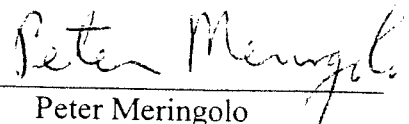
**13.** The terms of this Memorandum of Agreement are subject to agreement by the City and ratification by the Union.

WHEREFORE, we have hereunto set our hands and seals this 29<sup>th</sup> day of June, 2006.

**For the City of New York:**

By:   
James F. Hanley  
Commissioner of Labor Relations

**For the Correction Captains  
Association:**

By:   
Peter Meringolo  
President

**2003 - 2007**  
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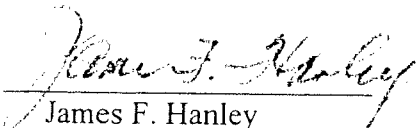
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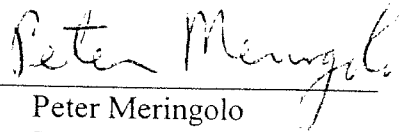
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**For the City of New York:**

By:   
James F. Hanley  
Commissioner of Labor Relations

**For the Correction Captains  
Association:**

By:   
Peter Meringolo  
President



CBU 137

DISTRICT COUNCIL 37/ LOCALS 2507 AND 3621



2002-2006 MEMORANDUM OF AGREEMENT

**MEMORANDUM OF AGREEMENT** made this 21st day of April, 2006, ("2002-2006 DC 37/Locals 2507 and 3621 MOA") by and between the undersigned DC 37/Locals 2507 and 3621, AFSCME, AFL-CIO, and its affiliated locals (the "Union"); and the City of New York (the "City").

**WHEREAS**, the undersigned parties desire to enter into collective bargaining agreements, including this 2002-2006 DC 37 Locals 2507 and 3621 MOA and agreements successor to those terminating on June 30, 2002 ("*Successor Separate Unit Agreement*") to cover the employees represented by the Union ("Employees");

**WHEREAS**, the undersigned parties intend by this 2002-2006 DC 37/Locals 2507 and 3621 MOA to cover all economic and non-economic matters and to incorporate the terms of this 2002-2006 DC 37/Locals 2507 and 3621 MOA into the *Successor Separate Unit Agreement*, covering the period from July 1, 2002 through June 30, 2006,

**NOW, THEREFORE**, it is jointly agreed as follows:

1. **Term**

The term of the Agreement shall be from July 1, 2002 through June 30, 2006.

2. **Lump Sum Payment**

A one-time \$1,000 lump sum cash payment for full-time per annum employees payable upon ratification of this Agreement.

3. **General Wage Increases**

- a. Effective July 1, 2003, 3% general wage increase payable upon signed Unit Agreement.
- b. Effective July 1, 2004, 2% compounded general wage increase payable upon signed Unit Agreement.
- c. Effective July 1, 2005, 3% compounded general wage increase payable upon signed Unit Agreement.

4. The general wage increases shall be applicable to additions-to-gross. The general wage increases do not apply to the 15-year longevity differential.

5. Longevity

Effective April 1, 2006, All employees shall be eligible for the following new longevity differentials, subject to Equity Panel Rules, as of the dates indicated below:

After Completion of Years of Service In Bargaining Unit Titles	
7	\$2,070
15	\$2,670
20	\$3,270

6. New Hire Rate

The following provisions shall apply to Employees in the title of EMT newly hired on or after April 1, 2006.

	New Hire
Hiring	\$27,295
Step I	\$28,840
Step II	\$29,355
Step III	\$33,990
Step IV	\$39,179

The following provisions shall apply to Employees in the title of Paramedic newly hired or promoted on or after April 1, 2006.

	New Hire
Hiring	\$37,346
Step I	\$41,139
Step II	\$42,818
Step III	\$47,233
Step IV	\$50,501

7. Annual Leave

Effective April 1, 2006, the following annual leave accrual schedule will be in effect for all employees:

Annual Leave	
15 days	0-5 years
20 days	6-12 years
25 days	13-20 years
27 days	>20 years

8. **15 Year City Service Longevity Increment**

Effective April 1, 2006, Employees with less than 15 years of City service will no longer be eligible for the \$800 Longevity Increment upon attaining 15 years of City service.

9. **Five Year Recertification Program**

The parties agree to jointly support legislation that will enable the FDNY to create a five year certification program for EMTs and Paramedics.

The parties agree to jointly take the steps necessary to ensure that the NYS Department of Health 5 year Certification pilot program is opened up to include the New York City Emergency Medical Service, and that the NYS DOH extend the pilot program as may be required.

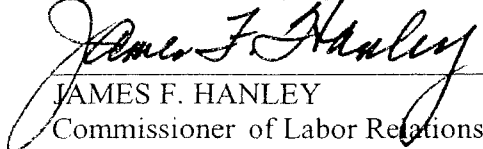
If the parties are unsuccessful, for whatever reason, in implementing such change including if the provision is overturned by a judicial or administrative tribunal, the parties agree to reopen the contract to bargain over alternative savings that are equivalent in value to which the union was credited under the contract.

10. **Modification of Pay Procedures**

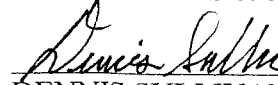
- a. Annual salary will continue to be based on 1957.5 hours per annum for Field employees and Emergency Medical Dispatch, but bi-weekly paychecks will reflect actual hours worked. For example, when an employee works 72 or 80 hours in a bi-weekly pay period he/she will be paid for those hours, not 75 hours.
- b. Meal Money will be paid as a pay differential, and will be included for overtime rate calculation.
- c. A "Platoon Assignment" differential for Field employees and Emergency Medical Dispatch will be created. This differential will be calculated to reflect the difference in actual hours worked and the annual total of 1957.5 hours, which is based on 37.5 hours per week. The differential will be at the regular hourly rate for the title. The differential will be paid annually.
  - The parties will meet to resolve the issues of implementation of the "Platoon Assignment" differential and will use their best efforts to explore a more frequent payment schedule other than on an annual basis.
- d. Effective April 1, 2006 employees will no longer be required to work two (2) additional tours for the first three (3) years of employment (Heat Days).

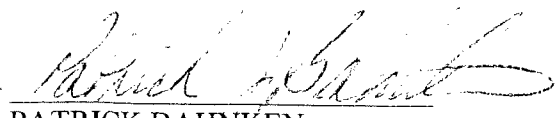
- e. Employees assigned to Emergency Medical Dispatch (Communications) will have the same work schedule as Field employees (8 hours per tour), but they shall have an unpaid meal period and will be entitled to the same meal allowance as field employees.
11. The parties agree to meet in a labor-management forum to discuss the following issues: Paramedic seniority, Paramedics and EMTs on Ambulances and EMS Mentor Program.
12. The parties agree that the Union will withdraw the following grievances A-11050-05, A-11511-05 and IPP BCB-2547-06.
13. This concludes the negotiations of the Collective Bargaining Agreement between the parties for the 2002-2006 round of bargaining.

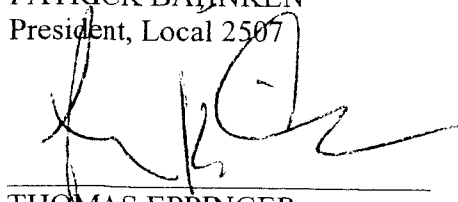
FOR THE CITY OF NEW YORK:

  
\_\_\_\_\_  
JAMES F. HANLEY  
Commissioner of Labor Relations  
April 21, 2006

FOR DC 37/Locals 2507 and 3621:

  
\_\_\_\_\_  
DENNIS SULLIVAN  
Director, Research & Negotiations  
April 21, 2006

  
\_\_\_\_\_  
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  
<http://nyc.gov/olr>

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

April 21, 2006

Dennis Sullivan  
Director, Research & Negotiations  
District Council 37, AFSCME  
125 Barclay Street  
New York, NY 10007

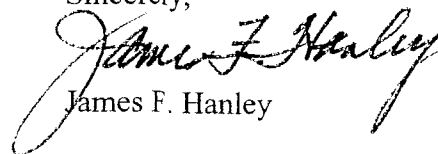
Dear Mr. Sullivan:

This is to confirm the parties understanding regarding the 2002-2006 EMS Unit Agreement.

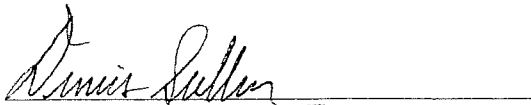
The execution of the collective bargaining agreement shall not be cited or referred to by either party to prejudice or enhance the respective positions of the parties in *Mayor of the City of New York v. Council of the City of New York* (New York Supreme Court Index No. 404987/01) or in any appeal that might flow therefrom. Nor shall the agreement to apply the provisions of the Citywide Agreement in this contract waive any rights that either party may have to bargain on all matters which are mandatory subjects of bargaining in any successor contract in accordance with the final decision of the courts in *Mayor of the City of New York v. Council of the City of New York* (New York Supreme Court Index No. 404987/01).

If this confirms your understanding, please execute the signature lines below.

Sincerely,

  
James F. Hanley

For District Council 37/ Locals 2507 and 3621:

  
Dennis Sullivan



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*

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April 21, 2006

Dennis Sullivan  
Director, Research & Negotiations  
District Council 37, AFSCME  
125 Barclay Street  
New York, NY 10007

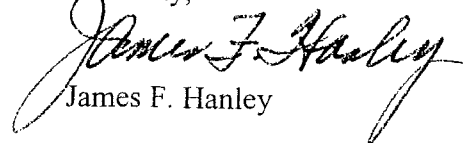
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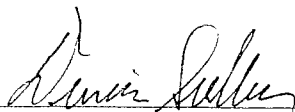
BCB Decision # 4-2003 removed the titles represented by DC 37 Locals 2507 and 3621 from the Hospital Technician Unit Agreement. The City is appealing Local Law 19/2001 and the parties are waiting for a final decision by the Courts as to its validity. The opinion of the Board in BCB Decision #4-2003 was based primarily on Local Law 19/2001, a final decision on the appeal by the Courts may have an impact on that decision. The City reserves its right to appeal the appropriateness of a separate bargaining unit for these Locals as determined in BCB Decision # 4-2003, subsequent to the Court's final decision.

If this confirms your understanding, please execute the signature lines below.

Sincerely,

  
James F. Hanley

For District Council 37/ Locals 2507 and 3621:

  
\_\_\_\_\_  
Dennis Sullivan