

*confidential*

*CBU 43*

**MEMORANDUM OF AGREEMENT**

MEMORANDUM OF AGREEMENT (the "Agreement") entered into this 15<sup>th</sup> day of July 2007 by and between the City of New York (hereinafter referred to as the "Employer"), and the Uniformed Fire Officers Association, Local 854, International Association of Firefighters, affiliated with the AFL-CIO, (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 **March 20, 2007** through **March 19, 2011** modifying the collective bargaining agreement between the Employer and the Union that expired on **March 19, 2007** ("the CBA"), to cover employees represented by the Union ("Employees") in the titles Lieutenants, Captains, Battalion Chiefs, Deputy Chiefs, (except those Deputy Chiefs designated as Deputy Assistant Chief of Department, Assistant Chief of Department and Chief in Charge), Fire Medical Officers and Supervising Fire Marshals (Uniformed);

**IN WITNESS THEREOF NOW, THEREFORE**, it is mutually agreed as follows:

**1. DURATION:**

The term of the agreement shall be from March 20, 2007 through March 19, 2011.

**2. CONTINUATION OF TERMS:**

The terms of the prior collective bargaining agreement, including side letters, shall continue, except as modified pursuant to this 2007- 2011 Memorandum of Agreement and the attached side letters.

**3. WAGES:**

- a. Effective March 20, 2007, incumbent Employees shall receive a general wage increase of four percent (4%).
- b. Effective March 20, 2008, incumbent Employees shall receive a general wage increase of four percent (4%).
- c. Effective March 20, 2009, incumbent Employees shall receive a general wage increase of four percent (4%).
- d. Effective March 20, 2010, incumbent Employees shall receive a general wage increase of four percent (4%).
- e. The increases provided for in Section 3 shall be calculated as follows:

- i. The general increase in Section 3(a) shall be based upon the base rates (including salary and salary step schedules) in effect on March 19, 2007.
- ii. The general increase in Section 3(b) shall be based upon the base rates (including salary and salary step schedules) in effect on March 19, 2008.
- iii. The general increase in Section 3(c) shall be based upon the base rates (including salary and salary step schedules) in effect on March 19, 2009.
- iv. The general increase in Section 3(d) shall be based upon the base rates (including salary and salary step schedules) in effect on March 19, 2010.

#### **4. NEW PROMOTEEES:**

Effective March 20, 2008, the salary schedule for new promotees on/after March 1, 2006 to the position of Lieutenant shall be:

- step 1 = \$75,000
- step 2 = \$75,500
- step 3 = \$76,000
- step 4 = \$77,120
- step 5 = \$87,798

Effective March 20, 2008, the salary schedule for new promotees on/after March 1, 2006 to the position of Supervising Fire Marshal shall be:

- step 1 = \$87,400
- step 2 = \$88,900
- step 3 = \$90,000
- step 4 = \$92,000
- step 5 = \$96,016

#### **5. ASSIGNMENT DIFFERENTIAL**

Effective September 1, 2007, there will be an assignment differential in the annualized amount of \$2,500 for those Deputy Chiefs designated as Division Commanders and \$1,500 for those Battalion Chiefs designated as Battalion Commanders.

#### **6. ADDITIONAL COMPENSATION FUNDS**

Effective March 20, 2008:

- a. Increase annual contribution by \$60 to the Retired Fire Officer Family Protection Plan fund for all retired members covered under Article IX, Section C of the CBA.

- b. Increase annual contribution to annuity fund under Article XI of the CBA by \$261 for all active members and ranks.
- c. Delete and discontinue the provisions of Article III, Section 13 of the CBA.
- d. Delete and discontinue the provisions of the second paragraph of Article III, Section 11 of the CBA relating to Battalion Chiefs and Deputy Chiefs.

Effective April 20, 2010:

- e. All members requiring CFR-D recertification shall be compensated at the overtime rate for the 40 hours spent on such CFR-D training, and Section 12 of Article III of the CBA shall be deleted.
- f. Increase each step of the longevity table at Article V, Section 3 of the CBA by \$1000.
- g. Increase annual contribution by \$50 to the Family Protection Plan fund for a total of \$1,460, as provided at Article IX – A. of the CBA.
- h. Increase annual contribution to the retired Fire Officers Family Protection Plan fund by \$60 for all retired members covered under Article IX – C. of the CBA.
- i. Increase annual contribution to annuity fund under Article XI of the CBA by \$261 for all active members and ranks.

## 7. PENDING LITIGATION

The Union agrees to withdraw or discontinue, with prejudice, the following cases and/or actions:

BCB-2614-07 (SFM Uniform)  
BCB-2527-06 (EMS Supervision)

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

Agreed to this 18<sup>th</sup> day of July, 2007:

For the City of New York:

By: James F. Hanley  
James F. Hanley

For the Uniformed Fire  
Officers Association:

By: John J. McDonnell  
John J. McDonnell



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*

John J. McDonnell  
President  
Uniformed Fire Officers Association  
225 Broadway, Suite 401  
New York, New York 10007

Dear Mr. McDonnell:

Effective September 1, 2007, there shall be an assignment differential payable over three years (four steps) to Lieutenants, Captains, and Battalion Chiefs, assigned or long term detailed to "special assignments" in the following companies: HAZ-MAT, HAZ-MAT Battalion, Rescue Companies, SOC (Rescue) Battalion, Squads and HAZ-TECH Engine Companies. Covering officers assigned to SOC are included in the special assignment.

The four step plan will include rate increases to base salary of:

- 3% upon assignment;
- 6% upon completion of one year of assignment;
- 9% upon completion of two years of assignment; and
- 12% upon completion of three years of assignment (with the exception of Battalion Chiefs who shall receive 10.84%).

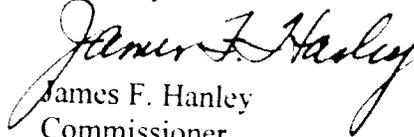
Notwithstanding the foregoing paragraph, members assigned or long term detailed prior to September 1, 2007 to the above "special assignments", including covering officers assigned to SOC, shall be slotted in at the appropriate level based upon years of service in these units in their current title.

Deputy Chiefs assigned or long term detailed to the SOC (Rescue) and HAZ-MAT Operations shall receive an annualized differential of \$2,500 upon assignment to these units.

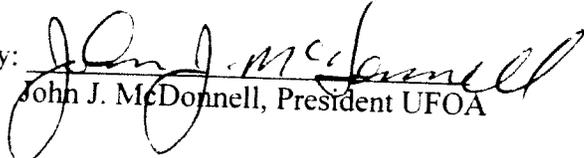
The parties will convene a labor-management meeting to discuss implementation of this "special assignment," as well as to discuss the potential inclusion of other units in this program.

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

Sincerely,

  
James F. Hanley  
Commissioner

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2007 by the UFOA

By:   
John J. McDonnell, President UFOA



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*First Deputy Commissioner*

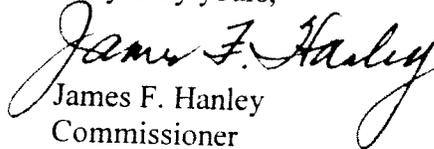
John J. McDonnell  
President  
Uniformed Fire Officers Association  
225 Broadway, Suite 401  
New York, New York 10007

Dear Mr. McDonnell:

If another uniformed collective bargaining unit has an adjustment made to their salary schedule through the collective bargaining or arbitration process or otherwise during the time period covering March 20, 2007 through March 19, 2011, which results in a greater percentage wage increase, then, at the UFOA's request, this agreement will be reopened for the purposes of negotiating the effect of the adjustment – through the final steps of the bargaining process.

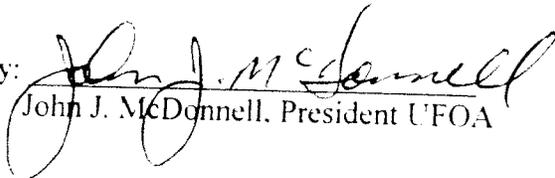
If the above conforms to your understanding, please execute the signature line below.

Very truly yours,

  
James F. Hanley  
Commissioner

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2007 by the UFOA

By:

  
John J. McDonnell, President UFOA



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*Commissioner*

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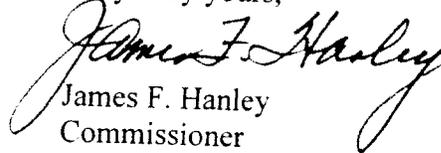
*First Deputy Commissioner*

John J. McDonnell  
President  
Uniformed Fire Officers Association  
225 Broadway, Suite 401  
New York, New York 10007

Dear Mr. McDonnell:

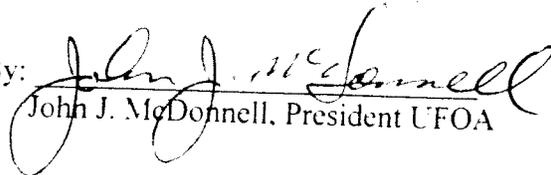
The parties acknowledge that, from time to time, the headcount at the Fire Department varies. The parties agree to convene at the union's request, a Labor Management committee which shall include representative(s) from the Mayor's Office of Labor Relations to discuss changes in the headcount and its impact, if any, on UFOA members.

Very truly yours,

  
James F. Hanley  
Commissioner

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2007 by the UFOA

By:

  
John J. McDonnell, President UFOA



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*Commissioner*  
**PAMELA S. SILVERBLATT**  
*First Deputy Commissioner*

John J. McDonnell  
President  
Uniformed Fire Officers Association  
225 Broadway, Suite 401  
New York, New York 10007

Dear Mr. McDonnell:

Policies and procedures for Extra Departmental Employment (EDE) as described in PA/ID 12-67 will be modified to waive the requirements for EDE except as noted herein. EDE remains prohibited while members are on medical leave and light duty; however, EDE may be permissible while on light duty if approved by the Fire Commissioner or his designee. EDE will remain prohibited as per PA/ID 12-67 for Conflicts of Interest, and as noted currently in PA/ID 12-67 Section 1.8 and 1.10. In addition, EDE must not interfere or conflict with the regular departmental duties or with availability for overtime or emergency duty. Existing procedures for approval of EDE for those who will continue to be subject to such requirements will remain as per PA/ID 12-67. Lastly, the Fire Commissioner reserves the right to deny or revoke permission for any specific occupation or place of employment notwithstanding regulations and orders.

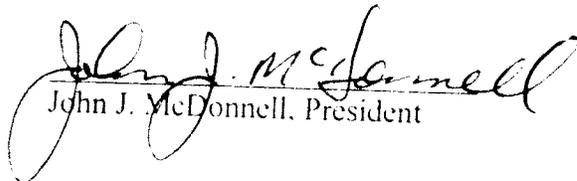
If the above conforms to your understanding, please execute the signature line below.

Sincerely,

  
James F. Hanley  
Commissioner

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2007 by UFOA

By:

  
John J. McDonnell, President



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**JAMES F. HANLEY**

*Commissioner*

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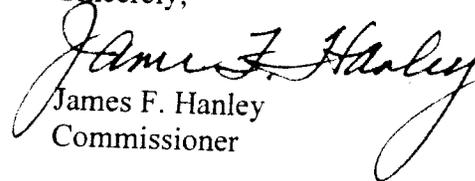
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John J. McDonnell  
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Dear Mr. McDonnell:

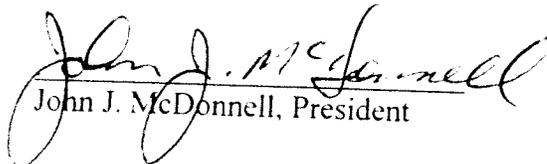
At the request of the Union, the Fire Department will convene a labor management meeting to discuss the issues related to accrual and disposition of compensatory time, which will include representative(s) of the NYC Mayor's Office of Labor Relations.

Sincerely,

  
James F. Hanley  
Commissioner

Agreed to this \_\_\_\_ day of \_\_\_\_\_, 2007 by UFOA

By:

  
John J. McDonnell, President