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#### **Contract Database Metadata Elements**

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AGREEMENT BETWEEN  
INCORPORATED VILLAGE OF GARDEN CITY

- AND -

PROFESSIONAL FIREFIGHTERS ASSOCIATION OF  
NASSAU COUNTY, LOCAL 1588

JUNE 1, 2004 - MAY 31, 2008

**RECEIVED**

JUN 06 2005

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

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AGREEMENT made this day of February, 2005, between the INCORPORATED VILLAGE OF GARDEN CITY, a municipal corporation having its principal office at 351 Stewart Avenue, Garden City, New York 11530, ("Village") and the PROFESSIONAL FIREFIGHTERS ASSOCIATION OF NASSAU COUNTY, Local 1588 ("PFFA") having its office at P. O. Box 298, Garden City, New York 11530.

#### ARTICLE I - RECOGNITION

The Village recognizes the PFFA as the exclusive bargaining agent for all uniformed employees of the Garden City Fire Department ("Department") in the position classification of Firefighter and Fire Lieutenant ("Employees").

Fire Lieutenants shall constitute a separate bargaining unit.

#### ARTICLE II - AUTHORIZED DEDUCTIONS

The Village agrees to make payroll deductions for PFFA membership dues, PFFA life insurance plan and the Nassau County Employee Federal Credit Union from employees who have signed authorization cards as provided by law. PFFA indemnifies and holds the Village harmless for any law suits, causes of action of any kind including attorneys fees in connection with making these deductions.

The Village will provide for an agency shop fee deduction provided that (1) the PFFA certifies to the Village that it has established a refund plan pursuant to Civil Service Law, Section 208 (3), (2) the PFFA furnishes a list to the Village of those employees subject to such deduction (3) the PFFA indemnifies and holds the Village harmless for any lawsuits or causes of action of any kind, including attorneys' fees in connection with the making of this deduction.

### ARTICLE III - HOURS OF WORK

The workweek shall average forty (40) working hours. The normal day tour shall be from 7:30 a.m. to 5:30 p.m., and the normal night tour shall be from 5:30 p.m. to 7:30 a.m. Employees may be assigned to work different tours as required.

### ARTICLE IV - HOLIDAYS

Section 1. Holidays for employees shall be as follows:

New Year's Day

Lincoln's Birthday

Presidents' Day

Easter Sunday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veterans Day

Election Day

Thanksgiving Day

Christmas Day

Section 2. Employees shall receive twelve (12) additional days pay as overtime compensation in lieu of such holidays: six (6) of these days to be payable on December 1st and six (6) to be payable on May 31st. Employees hired after January 1, 2001 shall receive holiday pay as follows:

| <u>Years of Service</u> | <u>Days Pay</u> |
|-------------------------|-----------------|
| 1                       | 0               |
| 2                       | 6               |
| 4                       | 12              |

Section 3. A day's pay shall be the sum obtained by multiplying the appropriate hourly rate by ten (10).

Section 4. Veterans who work either Memorial Day or Veteran's Day will receive an additional day's pay as provided herein and not a compensatory day off as provided by law.

Section 5. Employees who work any tour or part of tour on any of the above holidays shall be paid at the rate of time and a half their regular rate. Effective June 1, 2001, an employee who actually works on Columbus Day shall not be paid any additional pay for hours worked on Columbus Day.

Section 6. In the event Martin Luther King Day is granted as a holiday to the PBA and CSEA during the term of this contract, the Village will grant it to the PFFA.

ARTICLE V - OVERTIME

Section 1. Overtime means hours worked in addition to the hours of work as provided in ARTICLE III of this agreement. Overtime in excess of an average of forty-two (42) hours a week (tour assigned in addition to those regularly scheduled) shall be paid time and one half the regular rate. The Village shall furnish PFFA, not later than the tenth of each month, the number of overtime hours worked by each employee during the preceding month.

Section 2. Employees required to appear in Court or who are recalled for any other reason during off duty hours shall perform duties as directed and shall be paid time and one-half the regular rate, provided that a minimum of four (4) hours on a time and one-half basis shall be credited

for such appearance or recall duty when such duty does not immediately precede or follow a regular tour of duty. Recall is a communication to an employee directing him to proceed immediately to engage in work or to report for such work at a designated time, other than a regularly scheduled tour of duty.

#### ARTICLE VI - JOB DESCRIPTION - FIREFIGHTER

The job description set forth herein conforms to the Nassau County Civil Service Commission's job classification for Firefighter. Firefighter shall perform the following duties and also any other duties which may be added to such job classification:

General: Under supervision assist in preventing, controlling and extinguishing fires and perform related duties as required.

Complexity: The duties require the exercise of good judgment under hazardous and dangerous conditions.

Typical:

1. Enforce laws, ordinances, rules and regulations regarding the prevention, control and extinguishment of fires.

2. Perform inspectional, investigational and regulative duties connected with the prevention, control and extinguishment of fires.

3. Respond to fire alarms and emergency calls.

4. Lay, connect, direct, pick-up and store hose lines.

5. Erect and climb ladders.

6. Enter burning buildings.

7. Rescue and remove people from burning buildings and dangerous situations and assist in giving first aid to the injured.



8. Perform salvage operations and remove debris as directed.
9. Learn and practice new methods of fire fighting, fire prevention and first aid.
10. Drive, operate, clean and maintain fire apparatus and equipment.
11. Perform maintenance and repair of buildings and grounds.
12. Perform assigned clerical tasks.

ARTICLE VII - SALARIES

Section 1. Firefighters and Fire Lieutenants shall receive salaries at the step corresponding to their length of service as follows:

Effective May 30, 2004

| Position Classification | Start                        | A*                           | B<br>1 Year                  | C<br>2 Years                 | D<br>3 Years                 | E<br>4 Years                 |
|-------------------------|------------------------------|------------------------------|------------------------------|------------------------------|------------------------------|------------------------------|
| Firefighters            | 33,800.00 <sup>16,2633</sup> | 36,400.00 <sup>17,4497</sup> | 44,589.00 <sup>21,3754</sup> | 52,518.00 <sup>25,1764</sup> | 60,448.00 <sup>28,9779</sup> | 68,377.00 <sup>32,7790</sup> |
| Lieutenants             | 78,796.00 <sup>37,7737</sup> |                              | 82,500.00 <sup>39,5494</sup> | 86,425.00 <sup>41,4310</sup> |                              |                              |

Effective May 29, 2005

| Position Classification | Start                        | A*                           | B<br>1 Year                  | C<br>2 Years                 | D<br>3 Years                 | E<br>4 Years                 |
|-------------------------|------------------------------|------------------------------|------------------------------|------------------------------|------------------------------|------------------------------|
| Firefighters            | 35,152.00 <sup>16,8514</sup> | 37,856.00 <sup>18,1477</sup> | 46,373.00 <sup>22,2306</sup> | 54,619.00 <sup>26,1836</sup> | 62,866.00 <sup>30,1371</sup> | 71,112.00 <sup>34,0901</sup> |
| Lieutenants             | 81,948.00 <sup>39,2848</sup> |                              | 85,800.00 <sup>41,1314</sup> | 89,882.00 <sup>43,0882</sup> |                              |                              |

Effective May 28, 2006

| Position Classification | Start                        | A*                           | B<br>1 Year                  | C<br>2 Years                 | D<br>3 Years                 | E<br>4 Years                 |
|-------------------------|------------------------------|------------------------------|------------------------------|------------------------------|------------------------------|------------------------------|
| Firefighters            | 36,558.00 <sup>17,5254</sup> | 39,370.00 <sup>18,8734</sup> | 48,227.00 <sup>23,1194</sup> | 56,803.00 <sup>27,2306</sup> | 65,381.00 <sup>31,3428</sup> | 73,957.00 <sup>35,4540</sup> |
| Lieutenants             | 85,226.00 <sup>40,8562</sup> |                              | 89,232.00 <sup>42,7766</sup> | 93,477.00 <sup>44,8116</sup> |                              |                              |

Effective May 27, 2007

| Position Classification | Start                        | A*                           | B<br>1 Year                  | C<br>2 Years                 | D<br>3 Years                 | E<br>4 Years                 |
|-------------------------|------------------------------|------------------------------|------------------------------|------------------------------|------------------------------|------------------------------|
| Firefighters            | 38,020.00<br><i>18,226.3</i> | 40,945.00<br><i>19,628.5</i> | 50,157.00<br><i>24,044.6</i> | 59,076.00<br><i>28,320.2</i> | 67,996.00<br><i>32,596.4</i> | 76,916.00<br><i>36,872.5</i> |
| Lieutenants             | 88,635.00<br><i>42,490.4</i> |                              | 92,801.00<br><i>44,487.5</i> | 97,216.00<br><i>46,604</i>   |                              |                              |
|                         | Start                        |                              | B<br>1 Year                  | C<br>2 Years                 | D<br>3 Years                 | E<br>42 months               |
| Lieutenants **          | 88,635.00<br><i>42,490.4</i> |                              | 90,780.00<br><i>+3,518.7</i> | 92,925.00<br><i>44,547.0</i> | 95,070.00<br><i>45,575.3</i> | 97,216.00<br><i>46,604</i>   |

\* At completion of Fire Service Academy or six (6) months, whichever is later.

\*\* Lieutenants hired after January 10, 2005.

Section 2. Firefighters employed by the Village on or before January 10, 2005 shall continue on a two step schedule if they are promoted to the position of Lieutenant. It is understood that the Village shall not promote Firefighters to the position of Lieutenant based upon the amount of money to be saved by promoting a Firefighter hired after January 10, 2005.

Section 3. New Firefighters shall start at the minimum salary for the position classification except that a higher rate may be paid to a new Firefighter of unusual experience and qualification after discussion with PFFA.

Section 4. An employee may be granted a salary increment annually to the next higher step on the basis of merit and fitness, upon recommendation of the Captain Headquarters Company ("Captain") and approval by the Board of Trustees provided sufficient funds are available in the annual budget. Pay increases may be withheld after discussion with the employee and his representative without regard to an employee's length of service because of inferior work, lack of application or indifferent attitude. An employee shall have the right to grieve any withholding of a pay increase under the grievance procedure provided herein. Failure to present such a grievance as provided therein shall result in a waiver of all rights involved. Salary increments for employees

whose service commenced in 1972 or thereafter shall become effective with the biweekly pay period which starts nearest to June 1st or December 1st, whichever is closer to the anniversary date of the particular employee.

Section 5. Exceptional and outstanding performance may be recognized by advancement in salary steps in shorter periods of time than above provided after discussion with the employee and his representative, upon the recommendation of the Captain and approval of the Board of Trustees, provided sufficient funds are available in the salary budget of the department affected.

Section 6. A Firefighter who has worked in the title "Firefighter in Charge" for thirty (30) or more duty days in the contract year shall be paid at the step which is next above his current rate of pay in the position classification of a Fire Lieutenant for the entire period served in the higher capacity.

Section 7. Effective June 1 of each year of this agreement, employees shall receive stability payments on December 1st of each year, as follows:

- |     |                                     |        |
|-----|-------------------------------------|--------|
| (a) | After eight (8) years of service    | \$ 900 |
| (b) | After ten (10) years of service     | \$1400 |
| (c) | After fifteen (15) years of service | \$1800 |
| (d) | After twenty (20) years of service  | \$1925 |

Bargaining unit members hired after January 10, 2005 shall not be entitled to stability pay for eight (8) years of service.

The purpose of these stability payments is to encourage service tenure. Accordingly, to be eligible for such payments, the employee must be in Village service on the payment date.

Section 8. The Village shall maintain the Nationwide tax sheltered annuity ("State and Local Employees Deferred Compensation Plan") through a payroll deduction by the Village.

Section 9. Employees' pay checks will be distributed at 4:00 p.m. on the Wednesday pay day.

If Wednesday is a holiday, Thursday will be the pay day.

### ARTICLE VIII - VACATIONS

Section 1. Vacations with pay shall be granted as follows:

(a) One (1) year of service - twenty-one (21) calendar days.

(b) Five (5) years of service - twenty-eight (28) calendar days.

Section 2. Employees hired after June 1, 1990 shall earn a pro rata amount of vacation during the first year of employment based on the months worked that year.

Section 3. Employee shall become eligible for such vacations during the calendar year in which the required length of service shall have been completed except that no employee shall be eligible for vacation until the completion of six (6) months service.

Section 4. Vacations may be taken as follows:

(a) Twenty-eight (28) days may be split into two fourteen (14) day periods.

(b) Twenty-one (21) days may be split into one seven (7) day and one fourteen (14) day period.

(c) Twenty-eight (28) days may be split into one seven (7) day and one twenty-one (21) day period.

Section 5. Salaries for vacation periods shall be paid prior to the start of scheduled vacations, provided the employee makes a request for the same to the Captain at least four (4) weeks prior to the scheduled vacation.

Section 6. In the event an employee is hospitalized during vacation, he will be granted sick leave and not charged with vacation for the period of hospitalization, provided proof of such hospitalization is furnished to the Village and he may take the unused vacation later that calendar year subject to the needs of the Department.

Section 7. In the event an employee is unable to take vacation within the calendar year because of hospitalization or medical leave, that employee will be given vacation before March 1, of the next calendar year, provided that there are available days. If there are no available days, the employee will receive pay for such unused vacation days in the pay period following March 1 of the applicable year.

#### ARTICLE IX - SICK LEAVE

Section 1. (a) Employees shall be granted ninety-six (96) hours sick leave annually with pay for intermittent sickness or disability, to meet dental or other medical appointments, or because of illness in the immediate family. "Immediate family" is defined as members of employee's present household related by blood or marriage. Sick leave for illness in the immediate family shall be limited to the first day of such illness. Sick leave shall not be cumulative, except that an employee shall receive, at the end of the contract year, the unused number of the 96 hours sick leave as personal time for such purposes as he may deem fit during the succeeding contract year, upon consent of the Captain, which consent shall not be unreasonably withheld. Personal time may be taken in a minimum of four hours up to four times a year upon approval of the Captain. Employees may elect to be paid 100% of the personal time not used in the succeeding contract year by written notice to the Village Administrator in May of that year. The unused balance of personal time not paid out will be banked for a lump sum cash payment immediately following retirement, which shall not be considered compensation for computation of retirement benefits. In the event of death or separation from service, except for cause, the Village shall make a lump sum cash payment to the employee or his estate for such unused balance.

(b) Employees hired after June 1, 1990 shall earn sick leave hours on a monthly basis until June 1 following their appointment. On June 1 of that year employee will be granted ninety-six (96) hours sick leave annually.

(c) Recurrent absence for an illness or disability that relates to an on-the-job injury that has been determined not to be eligible for 207-a benefits may be chargeable to intermittent sick leave. Provided, however, that nothing herein is intended to modify the extended sick leave program set forth in Section 2 of this Article.

(d) Upon retirement employees shall receive pay for a pro rata amount of their current unused sick hours based on the months worked that year. Any sick time taken during that year will be subtracted from the payment. For example, an employee who works 8 months of the year and retires will be entitled to sixty-four (64) hours pay. However, if he takes twelve (12) hours of sick time during that year the paid sick time will be reduced to fifty-two (52).

Section 2. Employees shall be granted up to thirty (30) calendar days sick leave with pay for sickness or disability continuing eight (8) or more work days upon recommendation of the Captain and approval of the Village Administrator provided the employee files a physician's certificate, when required, indicating the necessity for absence from work, the nature of and probable duration of the illness or disability. Employee's absenteeism because of a continuing illness or disability in excess of thirty (30) calendar days shall be reported monthly to the Board of Trustees, which shall extend such sick leave to a maximum of one year for any one illness or disability upon sufficient medical evidence, and upon the recommendation of the Captain and the Village Administrator.

Section 3. An employee shall report an absence for a non job related disability to the Captain or immediate supervisor prior to his scheduled reporting time or an earlier time as may be designated by the Captain. Sick leave may not be granted unless such report has been made.

Section 4. An employee shall report a job related disability promptly to the Captain or his immediate supervisor.

Section 5. In the event that an employee is absent from work due to either a job related or non job related disability, the Village may visit the employee's place of illness, telephone him and

after one day's absence, may require a physician's certificate indicating the necessity for absence from work, the nature of and probable duration of sickness or disability. The Village may require a medical examination by its physician.

Section 6. An employee shall receive holiday pay and earn vacation and disability sick leave for only the first year of a job related or non-job related disability leave but will continue to receive all other contract benefits. Employees who were on a job related leave on June 1, 1983 and who had not otherwise lost the right to receive holiday pay and earn vacation and sick leave under the prior contract shall continue to receive holiday pay and earn vacation and sick leave until their present leave terminates.

Section 7. Employees who go out on sick leave after January 10, 2005, shall not earn vacation or be paid holiday pay for the period while on sick or workers' compensation leave after ninety (90) consecutive work days.

#### ARTICLE X - HEALTH INSURANCE

Section 1. The Village shall pay the full cost of individual or family coverage in the New York State Empire Plan (Enhanced). The Village shall pay the same dollar amount which it would pay for the premium or subscription charge for the basic Statewide Plan toward any optional benefit plan but not in excess of the premium or subscription charge for such optional benefit plan.

Section 2. Village will pay 90% of the cost of individual coverage and 75% of the additional cost of family coverage for the Empire Plan for employees who retire with at least ten (10) years of service. Effective January 1, 2001, for employees retiring on or after that date, the Village shall pay the full cost of individual or family coverage for the Empire Plan, or the plan in place at the time of retirement. Retired employees who receive or have the opportunity to receive comparable health insurance from another employer will lose this benefit or be required to reimburse the Village for the cost of the health insurance. The Village may take such steps as may be necessary to investigate

or have the employee certify that the employee neither receives nor has the opportunity to receive such health insurance.

Section 3. The Village shall pay a health benefit allowance of \$2,000 annually to any employee who has family coverage in the State Health Insurance Plan and withdraws from the Plan and a health benefit allowance of \$1000 annually to any employee who has individual coverage in the State Health Insurance Plan and withdraws from the Plan. Payment will be made after 12 months from the withdrawal date and annually thereafter. Employees who have withdrawn from the Plan may elect to return to the Plan in accordance with the Regulations of the State Health Insurance Plan and shall be paid a pro rata amount for the part of the twelve months when there was no coverage. Employees who retire after June 1, 1989 may elect this buy back.

Section 4. Village will provide dental benefits in accordance with the schedule annexed. Employees will pay \$5.16 per month for individual coverage and \$45.22 per month for family coverage. Village will pay \$24 per month for individual coverage and \$40 per month for family coverage. Any increase in the cost of the family plan will be shared equally between the Village and the employee. Any increase in the cost of the individual plan will be shared 75% by the Village and 25% by the employee. Contributions required to be paid by employees shall be deducted from salary. Any surplus in the plan will be used to stabilize the plan or reduce the employee's cost of the plan.

Section 5. Effective June 1, 2004, the spouses and families of members who die in the line of duty shall be entitled to health insurance coverage to the same extent as set forth in Sections 1 and 2 above. It is understood that the Village shall be entitled to recoup the cost of this benefit or to cancel it if the spouse/family members receive or have the opportunity to receive comparable health benefits from another employer. The Village may take such steps as may be necessary to investigate or have the spouse/family member certify that he/she neither receives nor has the opportunity to receive such health insurance.



Section 6. The Village and PFFA shall form a joint committee to study health costs and investigate alternate health plans and other methods to reduce costs.

#### ARTICLE XI - PENSIONS

Section 1. The Village shall continue to provide the non-contributory retirement plans presently in effect to the extent permitted by the New York State Retirement and Social Security Law.

Section 2. (a) Village will provide the improved career retirement plan of Section 375-i of the Retirement & Social Security Law for employees who have twenty-five (25) years of service and have reached their 55th birthday. Employees agree by such election to retire at age sixty-two (62) and execute an appropriate form to this effect, if required. Any employee who makes this election and fails to retire by age sixty-two (62) shall be terminated and in the event the employee grieves and arbitrates this termination, the arbitrator shall sustain the discharge if he finds the employee made the election and has reached sixty-two (62) years of age.

(b) The parties understand that Section 384(d) may provide a greater death benefit than Section 375-i. The Village agrees to guarantee the payment of the difference if any, between the death benefit under Section 384(d) and Section 375-i to the beneficiary of any employee who has elected Section 375-i.

The parties further understand that the death benefit under Section 375-i and Section 384(d) fluctuate with a variety of factors including, for example, age and years of service at death. The Village and the PFFA agree to submit all of the necessary information to the New York State Policemen and Firemen Retirement System for any employee entitled to a death benefit pursuant to Section 375-i for a determination of the death benefit that the employee would have received under Section 384(d) so that a comparison may be made. The difference if any between the death benefit

provided under Sections 375-i and that provided under Section 384(d) shall be paid to the employee's named beneficiary.

## ARTICLE XII - OTHER BENEFITS

Section 1. Employees who retire after twenty years or more of service shall be granted two months pay after the effective date of retirement, which shall not be considered compensation for computation of retirement benefits. Effective June 1, 2004, bargaining unit members who retire after twenty (20) years or more of service shall be granted twenty (20) hours of terminal pay for each year of service, up to a maximum of 28 years of service. Such pay shall be made after the effective date of retirement and shall not be considered compensation for computation of retirement benefits.

Section 2. (a) Employees shall be granted four calendar days leave of absence with pay upon the death of a spouse, child, father, mother, brother, sister, parent-in-law, step-parent, grandparent or grandchild. Leave shall be granted upon notification of death but the leave period shall commence the following day. An additional two (2) days leave for death in the family may be granted in unusual cases at the discretion of the Captain provided that such days shall be charged against the employee's 96 hour sick leave grant.

(b) Employees shall be granted one (1) calendar day leave of absence with pay to attend the funeral of a son-in-law, daughter-in-law, brother-in-law, sister-in-law, foster parent and foster child.

Section 3. Employees shall be issued the following items of clothing annually as may be necessary:

- 2 long sleeve work shirts
- 2 short sleeve work shirts
- 2 sweat shirts
- 4 work pants
- 2 t-shirts
- 2 work shorts

Employees shall be issued the following items of clothing and distinctive turn-out gear and replacements as may be necessary.

- 1 hat badge
- 1 winter wool shirt
- 1 helmet
- 1 breast badge
- 1 belt
- 1 pair rubber boots
- 1 dress hat
- 1 buckle
- 1 turnout coat
- 1 dress overcoat
- 1 black tie
- 2 pair gloves (1 summer, 1 winter)
- 1 dress jacket
- 3 long sleeve dress blue shirts
- 1 pair dress trousers
- 1 spanner wrench
- 1 bunker pants and shoes
- 1 flashlight

Section 4. Employees may reside outside of Nassau provided their place of residence is on Long Island (i.e., Queens, Kings, Nassau or Suffolk counties) and within 65 miles of the Village.

Section 5. Employees may attend and participate in the Annual Fire Inspection Program on a voluntary basis.

Section 6. Employees shall not process mail except in connection with assigned clerical duties relating to the operation of the Department.

Section 7. In the event an employee dies in line of duty the Village shall pay \$2,500 to his estate. In the event there is a dispute as to whether a death is in line of duty, the PFFA and the Village agree to be bound by the determination in the Worker's Compensation proceeding.

Section 8. The Village shall not require employees to use personal vehicles for business purposes except with the consent of the employee who shall be compensated at the rate of thirty (30¢) cents per mile.

Section 9. The Village shall pay twelve (12) hours travel time at straight time rates to employees who are required to attend mandated courses at the New York State Academy of Fire Science at Montour Falls, New York. The Village shall pay any other travel time to attend schools or seminars within the New York Metropolitan area or New York City, Nassau, Suffolk, and Westchester Counties. In addition the Village shall pay for actual school hours beyond forty-two (42) hours in a work week at the rate of time and a half.

Section 10. Employees will receive tuition and lodging reimbursement upon successful completion of training courses taken at the New York State Academy of Fire Science at Montour Falls, New York, or at other accredited fire academies, which courses are approved in advance by the tuition reimbursement committee. At the option of the employee, in lieu of lodging, the Village will pay mileage of thirty (30¢) cents per mile and tolls for training and education programs conducted within a one hundred (100) mile radius of the Village.

Section 11. "Day Firefighters", those Firefighters not assigned to a permanent work tour, who have accumulated more than 10 hours on the payroll sheet as of the first pay periods ending after October 1 and March 1 of each year, shall be paid that time over the 10 hours at the rate of time and one half.

Section 12. Employees shall be entitled to receive tuition reimbursement for college credits at an accredited educational institution in fire service courses which are job connected. These courses may include basic science such as physics and chemistry. Employees shall receive a grade of B or better in order to receive reimbursement which shall be paid upon completion of the course and presentation of a transcript to the Village. Employees may not take more than two courses a semester at cost not to exceed \$1200 per year. The courses taken shall be approved in advance by the Village. A tuition reimbursement committee consisting of the Village Administrator, the President of the PFFA and the Captain shall administer this program.

Section 13. When requested by the Village, former employees separated from service other than for cause are to be paid for each day at straight time computed at the current rate applicable for the rank held at time of separation from service for testifying or assisting in criminal or civil cases and hearings in relation to matters in which he was involved while an employee.

Section 14. The lump sum cash payment for personal time as well as for terminal leave, personal leave or any other monies due on retirement may be paid in three equal annual installments provided the employee gives the Village Administrator two months notice of the election of this option.

Section 15. Employees shall be granted a leave of absence with pay for required jury duty upon presentation of satisfactory evidence of such required appearance.

Bargaining unit employees shall work their regular schedules when not actually required to be present in the courthouse for jury duty, except as provided below:

(a) No employee shall be required to work the shift immediately preceding their scheduled commencement of jury duty which requires them to actually appear for jury duty;

(b) No employee shall be required to work the night shift when actually required to appear for jury duty during the day;

(c) No employee actually required to appear for jury duty from one week to the next week shall be required to work the weekend shifts in between such weeks.

(d) No employee actually required to appear for jury duty shall be required to work any combination of jury duty or firematic duties in excess of five (5) days in any seven (7) day period. For the purposes of this provision, a "day" shall commence at 0800 hours.

Employees shall receive pay in an amount which, together with the jury pay or fees, will equal their regular salary for the period engaged in jury duty. Employees will receive their regular

salary and will endorse over to the Village the jury duty fees received by them and the Village will provide a receipt therefore.

### ARTICLE XIII - GRIEVANCE PROCEDURE

Section 1. A grievance shall be defined as a dispute arising out of the interpretation, application, performance or construction of the terms of this agreement or any alleged breach thereof including matters of discipline. An employee shall have the right to present a grievance with or without a representative of the PFFA, free from interference, coercion, restraint, discrimination or reprisal in the following manner:

Step 1. Within five work days after a grievance occurs, an employee shall present it in writing to the Captain or it will be barred. The Captain shall discuss the grievance with the employee and PFFA representative, if any, and make such investigation as he deems appropriate. Within five work days after presentation of the grievance, the Captain shall give his answer in writing to the employee.

Step 2. If the grievance is not settled in Step 1, the grievance may, within five work days after the answer in Step 1, be presented in a written statement signed by the employee to the Village Administrator. The statement shall set forth the nature of the grievance and the facts relating to it. The Village Administrator shall discuss the grievance with the employee and the PFFA representative, if any, and shall make such investigation as he deems appropriate. Within five work days after receiving the grievance the Village Administrator shall give a written answer to the employee.

Section 2. Any disposition of a grievance from which no appeal is taken within the time limits specified shall be deemed resolved. Failure on the part of the Village to answer a grievance at any step shall not be deemed acquiescence thereto and the employee may proceed to the next step.

Section 3. The Village may present a grievance by notice in writing sent to the PFFA at the address stated herein. The PFFA shall respond to the Village grievance within five work days after receiving it.

#### ARTICLE XIV - ARBITRATION

Section 1. A grievance which has not been resolved within ten work days after completion of Step 2 of the grievance procedure, may be referred to arbitration by the employee, the PFFA or the Village to an arbitrator selected in accordance with the procedures of the American Arbitration Association. The arbitration shall be conducted under its voluntary labor arbitration rules.

Section 2. The expenses of the American Arbitration Association and the arbitrator shall be borne equally by the parties.

Section 3. The award of the arbitrator shall be final and binding upon the employer, the PFFA and the employees.

Section 4. The arbitrator shall have jurisdiction only over disputes arising out of grievances and shall have no power to add to, subtract from or modify in any way any terms of this agreement.

Section 5. Any disposition of a grievance which is not referred to arbitration within the time limit specified shall be deemed resolved.

Section 6. This grievance and arbitration procedure shall take the place of the grievance procedure provided under Article XVI of the General Municipal Law and the disciplinary procedures provided in Section 75 of the Civil Service Law.

#### ARTICLE XV - PFFA

Section 1. Effective June 1, 2000, a total of one hundred fifty-six (156) hours with pay shall be granted in the contract year for all officers and delegates of the PFFA to attend conferences and other business meetings, provided the Captain or other Headquarter's Company officer in charge of the Department authorizes such time off. Such time may be taken in a minimum of four (4) hours

for PFFA business meetings. Any unused hours from previous contract years to a maximum of two hundred forty (240), may be carried forward. These hours may be shared among PFFA officers or delegates in any manner. The PFFA President may designate the use of twenty-four (24) hours a year of its time to send the Chairman of its Safety Committee to conferences and seminars on job safety provided the Captain or other Headquarter's Company officer in charge of the Department authorizes such time off.

Section 2. The PFFA shall furnish the Village Administrative Officer of the Village with a current list of all PFFA officers and any changes in such officers during the contract year.

#### ARTICLE XVI - COMMITTEES

(a) There shall be a Labor-Management Committee of equal membership not exceeding three (3) persons from each side. The Committee shall meet quarterly or as otherwise agreed. Either party shall furnish the other with an agenda of subjects a week in advance of the meeting. The discussions and recommendations, if any, of this Committee, shall not be subject to the grievance and arbitration provisions of the contract.

(b) The Village and the PFFA agree to form a committee to study EMT/AEMT Service and make non-binding recommendations.

#### ARTICLE XVII - MANAGEMENT RIGHTS

The Village has the exclusive right to manage its affairs, to direct and control its operations, and independently to make, carry out and execute all plans and decisions deemed necessary in its judgment for its welfare, advancement or best interests. Such management prerogatives shall include but not be limited to the following rights:

(a) To select, hire, promote, transfer, assign, discharge, discipline or lay off employees or discontinue their positions, except that no employee who has completed six (6) months service shall be discharged or otherwise disciplined, except for just cause.



(b) To maintain discipline and efficiency of employees.

(c) To determine schedules of work including overtime.

(d) To contract for performance of any of its services and increase or decrease the scope thereof.

(e) To install or remove equipment.

(f) To establish and maintain reasonable operating rules and regulations.

It is agreed that no conduct or action of the Village hereunder shall be inconsistent with any provision of this agreement or the Civil Service Law and rules issued thereunder.

ARTICLE XVIII - PEACEFUL RESOLUTION OF DISPUTES

The PFFA and the Village recognize that strikes and other forms of work stoppages by employees are contrary to law and public policy. The PFFA and the Village subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of normal duties necessary to the operation of the Village. The PFFA, therefore, agrees there will be no strikes, work stoppages, or other concerted refusals to perform work or any instigation thereof by employees.

ARTICLE XIX - SCOPE OF AGREEMENT

This agreement disposes of all matters which are the proper subject of collective bargaining between the parties and no modification hereof shall be effective except by mutual consent of the parties evidenced in writing.

ARTICLE XX - NOTICE PURSUANT TO  
SECTION 204-a OF THE CIVIL SERVICE LAW

"IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."

ARTICLE XXI - SEVERABILITY

In the event any provision of this agreement be adjudged in conflict with any law, ordinance or regulation of the State or Federal Government or any department thereof said provision shall be null and void but all other provisions of this agreement shall remain in full force and effect.

ARTICLE XXII - DURATION

This agreement shall remain in full force and effect for the period from June 1, 2004 through May 31, 2008 and shall thereafter be continued for annual periods unless either party shall give written notice to terminate the agreement or modify any of the terms hereof, by registered mail to the other party at the address set forth herein prior to November 30th of any contract year.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the date first above written.

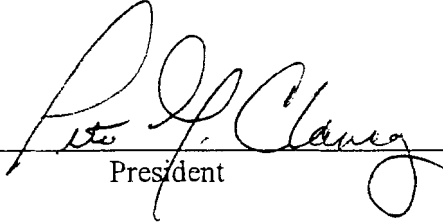
INCORPORATED VILLAGE OF GARDEN CITY

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Village Clerk

PFFA

By  \_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_