

Cornell University  
ILR School

### **NYS PERB Contract Collection – Metadata Header**

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see  
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853  
607-254-5370 [ilrref@cornell.edu](mailto:ilrref@cornell.edu)

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

Title: **Baldwin Fire District and Long Island Public Service Employees, United Marine Division, International Longshoremens Association, AFL-CIO, Local 342 (1998)**

Employer Name: **Baldwin Fire District**

Union: **Long Island Public Service Employees, United Marine Division, International Longshoremens Association, AFL-CIO**

Local: **342**

Effective Date: **01/01/98**

Expiration Date: **12/31/00**

PERB ID Number: **7150**

Unit Size: **7**

Number of Pages: **25**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

1197 FD  
27660 JCN

7150\_12312000

Baldwin Fire District And Local 342  
(Li Public Svc Employees)

COLLECTIVE BARGAINING AGREEMENT

Between

**BALDWIN FIRE DISTRICT, TOWN OF HEMPSTEAD,**  
a public employer, having its principal office at 2386 Grand Avenue,  
Baldwin, New York (hereinafter called the "DISTRICT")

and

**LOCAL 342, LONG ISLAND PUBLIC SERVICE EMPLOYEES,  
UNITED MARINE DIVISION, INTERNATIONAL  
LONGSHOREMEN'S ASSOCIATIONS, AFL-CIO**  
having its principal office at 501 William Floyd Parkway, Shirley, New  
York (hereinafter referred to as the "UNION")

AGREEMENT

January 1, 1998 thru December 31, 2000

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD  
RECEIVED

JUL 12 1999

EXECUTIVE DIRECTOR

## TABLE OF CONTENTS

ARTICLE I	COVERED EMPLOYEES .....	1
ARTICLE II	HOURS OF EMPLOYMENT .....	2
ARTICLE III	HOLIDAYS .....	2
ARTICLE IV	WAGES .....	3
ARTICLE V	VACATIONS .....	4
ARTICLE VI	SICK LEAVE .....	5
ARTICLE VII	PERSONAL DAYS .....	6
ARTICLE VIII	FUNERAL LEAVE .....	6
ARTICLE IX	JURY DUTY .....	6
ARTICLE X	OFFICIAL BOARD OR COURT APPEARANCES .....	7
ARTICLE XI	GRIEVANCE PROCEDURE .....	7
ARTICLE XII	PAYROLL DEDUCTIONS .....	8
ARTICLE XIII	SENIORITY .....	9
ARTICLE XIV	GENERAL PROVISIONS .....	9
ARTICLE XV	HEALTH INSURANCE .....	10
ARTICLE XVI	RETIREMENT .....	11
ARTICLE XVII	UNION ACTIVITIES .....	11
ARTICLE XVIII	STRIKES AND SLOWDOWNS PROHIBITED .....	13
ARTICLE XIX	MANAGEMENT RIGHTS .....	13
ARTICLE XX	PRODUCTIVITY .....	14
ARTICLE XXI	SEVERABILITY .....	14
ARTICLE XXII	EFFECTIVE DATE OF AGREEMENT AND TERMINATION .....	14

### Attachments

Exhibit "A"	Grievance Procedure Form
Appendix "A"	Salaries
Appendix "B"	Work Rules
Appendix "C"	General Department
Appendix "D"	District Employee Response Protocol

THIS AGREEMENT, made and entered into this 2nd day of ~~January~~<sup>JUNE</sup>, 1998 by and between the BALDWIN FIRE DISTRICT, TOWN OF HEMPSTEAD, a public employer having its principal office at 2386 Grand Avenue, Baldwin, New York (hereinafter called the "*District*") and LOCAL 342, LONG ISLAND PUBLIC SERVICE EMPLOYEES, UNITED MARINE DIVISION, INTERNATIONAL LONGSHOREMEN'S ASSOCIATION, AFL-CIO, having its principal office at 1500 William Floyd Parkway, Shirley, Long Island, New York (hereinafter called the "*Union*").

WHEREAS, the District has recognized the Union as the sole representative of the unit described below, for the purpose of collective bargaining and the settlement of grievances:

UNIT: Included: All full-time personnel employed by the District in the following job titles: Senior Firehouse Maintainers, Firehouse Maintainers and Mechanics.

Excluded: Elected officials, managerial and confidential personnel, part time, seasonal and all other employees.

WHEREAS, it is the intention of the parties to this Agreement to insure peaceful adjustment and settlement of grievances and continue the efficient operations of the District; and

WHEREAS, the parties have negotiated collectively over the wages, hours, and terms and conditions of employees in the Unit hereinafter set forth and have reached mutual understandings which they desire to confirm in this Agreement, pursuant to the applicable laws and statutes of the State of New York.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the District and the Union agree as follows:

## ARTICLE I

### COVERED EMPLOYEES

This Agreement shall cover the employees in the job classifications hereinafter set forth: All full time personnel employed in the District in the following job titles: Senior Firehouse Maintainers, Firehouse Maintainers and Mechanics. All other District employees including Supervisors (Administrative and Operational) are excluded from the coverage of this Agreement.

## ARTICLE II

### HOURS OF EMPLOYMENT

The normal work day for firehouseman or senior firehouseman assigned to work as dispatchers shall be eight (8) consecutive hours in any twenty-four (24) hour period. The work week shall begin at 12:00 A.M. on Sunday, or the shift change time nearest that hour.

- (a) The hours of work for the day shift shall be from 8:00 A.M. to 4:00 P.M.
- (b) The hours of work for the evening shift shall be from 4:00 P.M. to 12:00 midnight.
- (c) The hours of work for the "midnight" shift shall be from 12:00 midnight through 8:00 A.M.
- (d) In the event that an employee requests a reassignment to another shift, such change shall be subject to the approval of the Board of Commissioners. In any event, a change of shift may not be made if it results in increased costs to the Board.
- (e) Presently employed Senior Firehouse Maintainers, Firehouse Maintainers and Mechanics shall not be subject to shift changes except under emergency conditions. When a shift becomes vacant, other unit employees may bid on such job in the order of seniority. Upon reasonable notice, however, dispatchers, firehouse maintainers, and maintainers' shifts may be changed pursuant to Article XIX of this Agreement.

## ARTICLE III

### HOLIDAYS

#### SECTION A

The following holidays shall be allowed as days off with pay:

New Year's Day	Labor Day
Dr. Martin Luther King Day	Columbus Day
Lincoln's Birthday	Election Day
Washington's Birthday	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

#### SECTION B

All Senior Firehouse Maintainers, Firehouse Maintainers and Mechanics who are scheduled to work a regular forty (40) hour week during which one of the above holidays fall may request in writing to the Board of Fire Commissioners to work that holiday and

defer payment until the first pay period in December. The Board of Commissioners will also consider requests in writing to defer certain holidays worked during the course of the year to be used the last week in December. All requests for deferring holidays shall be submitted in writing before the first meeting in February of each year. The Board at its discretion shall determine what days will be allowed to be deferred. The Board will notify the Union Representative in writing on or before the first meeting in March as to its decision. The decision of the Board is wholly discretionary and not subject to grievance.

## ARTICLE IV

### WAGES

#### SECTION A

1. Effective January 1, 1998 all covered employees shall receive a four and one-quarter percent (4.25%) wage increase.
2. Effective January 1, 1999 all covered employees shall receive a four and one-half percent (4.50%) wage increase.
3. Effective January 1, 2000 all covered employees shall receive a five percent (5.00%) wage increase.

#### SECTION B - Starting Salary

Employees hired during the duration of this contract will be paid a starting salary as shown on Appendix "A". In the sixth consecutive year of employment, any such employee shall reach the maximum annual wage pursuant to Appendix "A" of this Agreement.

#### SECTION C - Longevity Increments

All employees in the bargaining unit who have completed ten (10) consecutive years of service within the District shall, in addition to their normal pay, receive a longevity increment in the amount of seven hundred fifty dollars (\$750.00).

Employees who have completed fifteen (15) consecutive years of service with the District shall receive a longevity increment of one thousand dollars (\$1,000.00).

Employees who have completed twenty (20) consecutive years of service with the District shall receive a longevity increment of one thousand two hundred fifty dollars (\$1,250.00).

It is agreed to by and between the parties that the longevity increments referred to above shall be paid to the eligible employee on December 15th of each successive year the employee is eligible for said longevity payment.

SECTION D - Overtime Pay

1. Effective January 1, 1998 and existing for the life of this contract the following section will be in effect. Senior Firehouse Maintainers, Firehouse Maintainers and Mechanics shall receive compensatory time off at a rate of one and one-half hour for each hour of time worked beyond their normally scheduled time in excess of forty (40) hours in any one week with a cap on total accumulated compensatory time limited to twenty-five (25) hours.

All hours accumulated after the first twenty-five (25) hours worked beyond the normally scheduled time in excess of forty (40) hours in any one week shall be paid in cash at the rate of one and one-half times the normal hourly rate of pay on a daily basis. Any compensatory time accrued by an employee shall be used within a ninety (90) day period.

2. Overtime work must be authorized in advance by the Board of Commissioners except for emergency situations which may be authorized by the District Supervisor.

3. Overtime shall be based on seniority among the employees within classifications as far as practicable by the District.

**ARTICLE V**

VACATIONS

SECTION A

1. All employees in the bargaining unit shall be eligible for vacation benefits in accordance with the following schedule, on completion of the following consecutive years of District service:

One (1) full year	Five (5) days
Two (2) full years	Ten (10) days
Three (3) full years	Twelve (12) days
Four (4) full years	Fifteen (15) days
Five (5) full years	Sixteen (16) days
Seven (7) full years	Eighteen (18) days
Nine (9) full years	Twenty (20) days
Ten (10) full years	Twenty-two (22) days
Eleven (11) full years	Twenty-three (23) days
Twelve (12) full years	Twenty-four (24) days
Fifteen (15) full years	Twenty-five (25) days

2. Employees employed by the District prior to January 1, 1992 shall be allowed to accumulate a maximum of fifty (50) days vacation. Employees employed on or after January 1, 1992 shall be allowed to accumulate a maximum of thirty (30) days.

3. All vacation requests must be in writing (on a form provided by the District) and submitted to the Operations or Administrative Supervisor for approval. Seniority shall govern the selection of vacation time.

4. Vacation time shall be computed from January 1 through December 31 of each year.

#### SECTION B

Upon retirement or termination of employment by the District, any vacation pay due shall be pro-rated and paid in cash.

### ARTICLE VI

#### SICK LEAVE

#### SECTION A

Each employee shall be entitled to twelve (12) sick days per year.

1. Employees hired by the District prior to January 1, 1992 shall be permitted to accumulate up to but not exceeding a total of two hundred (200) days.

2. Employees hired by the District on or after January 1, 1992 shall be permitted to accumulate up to but not exceeding a total of one hundred fifty (150) days.

3. Notwithstanding the foregoing two hundred (200) sick day limitation if employed prior to January 1, 1992 and one hundred fifty (150) day sick leave limitation if employed on or after January 1, 1992, an employee may continue to accumulate sick days to be utilized only in the instance where such employee has sustained a catastrophic illness or injury and who has used all vacation time, sick leave, personal leave and any compensatory time standing to his or her credit and has no regular leave entitlement available and in such instance such employee shall be able to utilize such excess leave as a consequence of a catastrophic illness or injury. This section is not concurrent with final separation.

#### SECTION B

The District will pay to employees upon retirement, or separation (except if discharged for cause), or in the event of death, to his estate, unused and accumulated sick leave days based upon the following formula:

(a) on completion of ten (10) years of consecutive service: fifty percent (50%) of unused sick leave;

(b) on completion of fifteen (15) years of consecutive service: seventy-five percent (75%) of unused sick leave; and



(c) on completion of twenty (20) years of consecutive service: one hundred percent (100%) of unused sick leave.

### SECTION C

Employees absent on sick leave for more than three (3) consecutive working days shall furnish the District with an acceptable medical certificate if he was treated by a physician. In the event that he was not treated by a physician, or the Department Head does not request such certificate, then the employee may be required to state in writing the nature of his disability and the Department Head or Supervisor, in his discretion, and at the District's expense, may require the employee to submit to a medical examination by a doctor designated by the District to establish that said employee is able to perform his normal duties and that he will not jeopardize the health and safety of other employees. In addition, the medical examination may be used in a disciplinary action in the event the District deems the employee to be using said time improperly.

### ARTICLE VII

#### PERSONAL DAYS

Each employee shall be entitled to five (5) personal days leave per calendar year after one year of continuous employment. A twenty-four (24) hour notice is to be given to the District Supervisor except that in a valid emergency the District may waive notification. Unused personal leave days shall be paid in the equivalent cash amount to each employee by the first pay period in December of each year.

### ARTICLE VIII

#### FUNERAL LEAVE

An employee shall be entitled to a maximum of three (3) full days' funeral leave in the event of the death of any of the following relatives: spouse, child, parent, brother or sister, mother-in-law or father-in-law.

### ARTICLE IX

#### JURY DUTY

An employee receiving a notice to appear for jury duty shall advise his supervisor immediately. If service is actually required, said employee's salary shall continue without charge against leave time throughout the employee's absence for said purpose provided proof thereof is submitted upon his return and the District is entitled to reimbursement in the amount of the jury fee actually paid.

## ARTICLE X

### OFFICIAL BOARD OR COURT APPEARANCES

Upon submission of written notification to the District Supervisor, the District Supervisor shall grant employees leave with pay for appearances required before any official board either Administrative or Judicial or any Court or Civil Service Commission, Workman's Compensation Board, or Public Employer Relations Board. Such leave shall not be charged against any official entitlement of the employee in the event the employee is subpoenaed to same as a result of his employment by the District. This shall not apply to actions or proceedings outside the scope of the employee's employment in which he is a plaintiff, defendant, respondent or petitioner.

## ARTICLE XI

### GRIEVANCE PROCEDURE

#### SECTION A

All disputes between the parties, or between the District and an employee covered by this Agreement growing out of a grievance or out of interpretation or application or violation of this contract establishing the rates of pay, rules and working conditions of such employees or out of the District work rules shall be determined by the procedure set forth in this Article.

#### SECTION B - Grievance Procedure

The District shall prepare and make available to all employees grievance procedure forms as per the specimen attached hereto and made a part hereof as Exhibit "A". Grievances shall be processed according to the following procedure:

Step 1: An employee, individually or through his Union representative may file a grievance by filling out said form in triplicate and presenting same to the District supervisor within ten (10) days following the date on which the grievance arose or the date on which grievant should reasonably have learned of the grievance, whichever date is later.

Within five (5) working days, the District Supervisor will return two copies of the employee's grievance form with his disposition of said grievance. His disposition and determination will be signed and dated by the District Supervisor.

Step 2: In the event the District Supervisor fails to return the grievance form to the employee with the determination signed therein, or if the employee wishes to appeal the determination of the District Supervisor, he may within six (6) working days of the original presentation of his grievance to the District Supervisor, present his grievance to a Municipal Relations Committee, consisting of two (2) members, one (1) member to be selected by the District and one (1) member to be selected by the Union. The Municipal

Relations Committee will render its determination within ten (10) business days of receipt thereof.

Step 3: In the event the members of the Municipal Relations Committee designated by the parties are unable (within ten (10) days) to agree, the grievance may be referred to advisory arbitration by either the District or the Union within thirty (30) days.

The permanent Arbitrator shall be Max Doner. In the event that Max Doner is not available, then either party shall request Thomas O. Morgan or, in the event Mr. Morgan is not available, Jack Tillem, to serve as Arbitrator.

Within fourteen (14) days after the receipt of the advisory arbitration decision, the Board will render a written final decision and serve same upon the Union or the individual grievant.

### SECTION C

Arbitration expenses shall be shared equally by the District and the Union and/or any individual grievant.

### SECTION D

For the purpose of this Agreement, individual grievants or representatives of the Union who are employees of the District involved in a grievance which is being handled by the District will not suffer a deduction in pay for time spent during their regular working hours attending meetings with the District officials.

## **ARTICLE XII**

### **PAYROLL DEDUCTIONS**

#### SECTION A

The District agrees to deduct from the wages of the employees covered by this Agreement, in conformity and consistent with the laws of the State of New York, a deduction as may be authorized by the employees for Union membership dues, provided each employee executes and files with the District a written authorization, authorizing the deduction by the District of his regular Union dues, as certified by the Union, out of all wages due and payable to the employee.

#### SECTION B

The Union shall furnish the District with a certification of the amount of the Union membership dues and a check-off list.

SECTION C - Agency Shop

An agency shop is hereby implemented and all employees of the District for which the Union is the recognized sole and exclusive bargaining agent will be required to make payments as permitted by law.

SECTION D - Deferred Compensation Plan

The District agrees to adopt a deferred compensation plan as permitted by the New York State Legislature for public employees. It is agreed that there will be no cost to the District.

**ARTICLE XIII**

**SENIORITY**

SECTION A

In all personnel actions involving job title classification of employees covered by this Agreement, job assignments, layoffs, and recall of laid-off employees, will be governed by seniority.

Unless specifically provided for otherwise herein, seniority shall be determined for all purposes on the basis of continuous service in the employ of the District from the employee's most recent employment date.

SECTION B

Seniority shall be terminated upon any of the following reasons:

1. Voluntary resignation;
2. Discharge for cause;
3. Upon failure to return to work upon termination of a leave of absence unless extended in writing by the District; or
4. Death.

**ARTICLE XIV**

**GENERAL PROVISIONS**

SECTION A - Probationary Employees

Employees in the non-competitive class shall be on probation for the first six (6) months and may be discharged without cause during this period.

## SECTION B - Military Service and Veterans

1. All employees covered by this Agreement who have served on active duty, or who are ordered into active duty in the Armed Forces of the United States, shall be entitled to all rights and benefits afforded them by the Military Law and any other applicable statute.

2. Reserve Military Duty: An employee duly required to perform ordered military duty pursuant to Section 242 of the Military Law of the State of New York, for a period not to exceed thirty (30) days in any one calendar year, shall receive full pay and benefits for all such military duty and such time shall not be charged against the employee's credited leave time.

For ordered military duty in excess of thirty (30) days, said employee will not receive pay or any fringe benefits but may elect in writing to continue said benefits and pay the cost thereof directly to the insurer. Said employees must, upon receipt of each military orders, forthwith provide same to the District Supervisor who will forward same to the Board of Commissioners.

## ARTICLE XV

### HEALTH INSURANCE

#### SECTION A

The District agrees to pay the full cost of the present Blue Cross and Blue Shield, Statewide Plan covering both individual employees and family members. The District also agrees to pay the full cost of a major medical plan.

#### SECTION B

The District shall pay the full cost of premiums of the health insurance plan upon retirement for all eligible retirees as defined by the New York State Government Employees Health Insurance Program. (Employees must have ten (10) or more years of service with the District.)

#### SECTION C

In the event of the death of an active or retired employee with ten (10) or more years of service with the District, the District will continue to pay the full cost of medical coverage for the unremarried spouse, and dependent children up to the age of eighteen, or twenty-three if attending college.

#### SECTION D - Welfare Insurance

The District agrees to make monthly contributions in the sum of \$43.50 effective January 1, 1998; \$44.00 effective January 1, 1999 and \$44.50 effective January 1, 2000 for each employee represented by the Union or the prorata share thereof. The said sum is

to be paid for the purpose of furnishing Dental, Life and Optical benefits under the Union's group insurance plan. The payments are to be made by the District directly to the Local 342 Insurance Trust, or any duly authorized trustees or administrators thereof. The Union agrees to secure from the District approval of any changes in said benefits. The District agrees that it will not unreasonably withhold such consent. There will be no increase in the District's contributions during the life of this Agreement.

SECTION E - Workman's Compensation Insurance

The District will pay for and maintain Workman's Compensation Insurance for all of its employees or shall act as a self-insurer for said Workman's Compensation insurance for all employees covered by this Agreement.

SECTION F

The District agrees to pay the full cost of premiums on a \$100,000 life insurance policy for all covered employees.

SECTION G

The District shall pay the full cost of premiums of the life insurance policy upon retirement for eligible retirees.

**ARTICLE XVI**

**RETIREMENT**

SECTION A

The District shall pay full benefit contributions to afford all eligible employees the benefit for the career retirement plan provided under Section 75i of the New York State Retirement and Social Security Law.

SECTION B

In the event an employee, by virtue of his employment date, is not eligible for Section 75i of the New York State Retirement and Social Security Law, the District agrees to pay the authorized benefit contribution under said law for said employee.

**ARTICLE XVII**

**UNION ACTIVITIES**

SECTION A - Plant Visitation

1. Officers or representatives of the Union shall be admitted to the premises of the District for the purpose of ascertaining the District's adherence to this Agreement

and for providing assistance in the adjustment of grievances, *provided, however*, that said Union representative has first reported his presence to the District before entering. The Union agrees that in the exercise of its plant visitation rights, it will not interfere with the normal conduct of business by the employees, nor in any way disrupt the conduct of such business.

2. The Union agrees that there shall be no Union activity of any kind on the District's time, nor use of the District's facilities for Union purposes, except as provided in this Agreement.

3. There shall be no Union membership meetings on the District's premises at any time without the express knowledge and consent of the District.

#### SECTION B - Bulletin Board

A place will be provided for bulletin board locations where proper notices confined to subjects in which the District and/or employees only are involved may be posted.

No notice will be posted without permission of the District.

#### SECTION C - Non-Discrimination

The District and the Union agree that there will be no discrimination against any employee or applicant for employment in training, upgrading, promotion, transfer, layoff, discipline, or discharge because of race, religion, creed, age, sex, color, national origin, marital status, or political affiliation.

#### SECTION D - Buttons

All employees may wear a Union button if they so desire.

#### SECTION E - Uniforms

The District will supply to each full-time employee the following uniforms, required to be worn by all employees:

1. Personnel assigned to work as dispatchers:

Five (5) short sleeve shirts  
Five (5) long sleeve shirts  
Five (5) pairs of pants  
One (1) short jacket surcoat

2. Personnel assigned to work as outside firehousemen:

- Five (5) short sleeve shirts
- Five (5) long sleeve shirts
- Five (5) pairs of pants
- One (1) short jacket surcoat
- One (1) big ben denim lined jacket
- One (1) set of coveralls
- One (1) set of rain gear

There shall be an annual allotment for work shoes of one hundred dollars (\$100.00) per employee.

Each employee will be responsible to maintain his uniforms and the uniforms will be required to be worn by all employees during work hours.

## ARTICLE XVIII

### STRIKES AND SLOWDOWNS PROHIBITED

The Union agrees that during the term of this Agreement neither it nor its officers nor members will engage in, encourage, sanction, support, or suggest any strikes, slowdowns, mass resignations, mass absenteeism, picketing or other similar actions which would involve suspension of or interference with the normal work of the District. In the event that Union members participate in such activities in violation of this provision, the Union shall upon request instruct its members to cease from such activities and shall instruct the members to return to their normal duties. Any employee participating in these prohibited activities shall be subject to any federal, state, or local law, statute or ordinance applicable in such circumstance.

## ARTICLE XIX

### MANAGEMENT RIGHTS

The administration of the District and the direction of the employees in the unit here involved, including the hiring, promoting and retiring of employees, the suspending, discharging or otherwise disciplining of employees, the laying off and calling to work of employees in connection with any reduction or increase in the working forces, the scheduling of work shifts and the assignment of employees thereto, as well as the control and regulation of the use of all equipment and property of the District, and the right to subcontract, all of which shall remain the exclusive function of the District, subject, however, to the terms and provisions of this Agreement, as well as to any and all applicable, Federal, State and/or Municipal statutes, ordinances and regulations.

The District may from time to time, upon notice to the employees and the Union, change and amend the work rules annexed hereto as Appendix "B".



**ARTICLE XX**

**PRODUCTIVITY**

The District and the Union shall participate in a comprehensive bilateral program to increase productivity, provided, however, that none of the rights granted to the parties herein be deemed impaired by this provision.

**ARTICLE XXI**

**SEVERABILITY**

In the event any provision of this Agreement be contrary to any law, ordinance or regulation of the State or the 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**

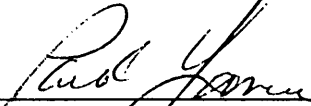
**EFFECTIVE DATE OF AGREEMENT AND TERMINATION**

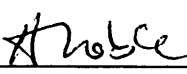
This Agreement is effective as of 12:01 A.M. January 1, 1998, and it shall remain in force and effect to and including midnight, December 31, 2000.


In the event a new Agreement is not concluded on or before January 1, 2001, the written Agreement will remain in full force and effect until a successor Agreement becomes effective pursuant to negotiations or by operation of law.


IN WITNESS WHEREOF, the parties have hereto caused these presents to be signed by their respective representatives.

BALDWIN FIRE DISTRICT  
TOWN OF HEMPSTEAD

By   
Paul A. Yanantuono  
Chairman


By   
Robert A. Noble  
Vice Chairman

By   
Frank Esposito  
Commissioner

By   
Gary Eckels  
Commissioner

By   
Robert Monahan  
Commissioner

LOCAL 342, LONG ISLAND PUBLIC  
SERVICE EMPLOYEES, UNITED  
MARINE DIVISION, INTERNATIONAL  
LONGSHOREMEN'S ASSOCIATION,  
AFL-CIO

By   
Harry Hennessey  
President and General Manager

**EXHIBIT "A"**

No.: \_\_\_\_\_

Date: \_\_\_\_\_

**Grievance Procedure Form**

Baldwin Fire District and  
Local 342, L.I.P.S.E. UMD, ILA, AFL-CIO

**Step 1:**

1. Employee's Name: \_\_\_\_\_

Employee's Title: \_\_\_\_\_

2. Date Grievance presented to District Supervisor: \_\_\_\_\_

3. Nature of Grievance:

4. Relief Requested:

5. Section of Contract, Law, or usual procedure employee claims violated:

6. Determination of District Supervisor:

7. Signature of District Supervisor: \_\_\_\_\_

Date: \_\_\_\_\_

8. Returned to Employee by Supervisor, date: \_\_\_\_\_

Signature of Employee \_\_\_\_\_

Step 2: Presentation of Grievance to Municipal Relations Committee

1. Employee's comments with regard to Supervisor's determination:

Date received by Municipal Relations Committee: \_\_\_\_\_

2. Determination of Municipal Relations Committee:

Dated: \_\_\_\_\_

By \_\_\_\_\_

Name:

Title:

APPENDIX "A"

SALARIES

<u>Effective January 1,</u>	<u>1998</u>	<u>1999</u>	<u>2000</u>	
Year 1	\$23,500	\$23,500	\$23,500	
Year 2	\$33,184	\$34,677	\$36,411	
Year 3	\$39,057	\$40,815	\$42,856	
Year 4	\$42,329	\$44,233	\$46,445	
Year 5	\$44,938	\$46,960	\$49,308	
Year 6	\$48,195	\$50,364	\$52,882	
Gay (1)	\$46,230	\$51,695	\$54,021	\$56,452
Cools	\$46,230	\$48,195	\$50,364	\$52,882
Fitzsimons	\$46,230	\$48,195	\$50,364	\$52,882
Moore (2)	\$43,106	\$44,938	\$50,364	\$52,882
Waugh (3)	\$23,500	\$23,500	\$34,677	\$42,856

- (1) 1998 Salary has been increased by \$3,500.00 due to promotion.
- (2) E. Moore will reach top pay (year 6) on March 31, 1998.
- (3) G. Waugh will reach year 2 pay on April 25, 1998 and will receive increase for each additional year in the contract on his anniversary date, April 25.

## APPENDIX "B"

### BALDWIN FIRE DISTRICT WORK RULES

#### DUTIES OF THE SENIOR FIREHOUSE MAINTAINERS AND FIREHOUSE MAINTAINERS ARE AS FOLLOWS :

1. Receive and transmit fire alarms. The dispatcher is in charge of alarm until Chief or Officers respond.
2. Receive and transmit telephone calls pertaining to District business and department business pertaining to fire alarms. All calls will be handled in a courteous manner.
3. Receive and transmit radio calls from District and Commissioners' vehicles. All calls will be precise and to the point.
4. Cooperation between employees and members of the fire department is a must. The employees should be firm and courteous. Employees shall avoid behavior and language likely to reflect adversely against the Fire Department and the Fire District. Their conduct shall at all times be such as to merit the confidence and respect of the public.
5. The Dispatchers will receive working orders on alarm procedures only from the Commissioners or the Senior Firehouseman in charge of the Alarm Room. At the time of the alarm, the Chief may only request standard alarm procedures, however, Chief's order will prevail at the time of the alarm, so as not to incur confusion at that time, and will be subject to review under Paragraph 6.
6. Any complaint registered against an employee by the Chief or Assistants of Department member shall be in writing to the District Supervisor. Do not attempt to resolve same yourself.
7. Employees assigned to work as dispatchers shall report on duty one-half hour before the start of the shift. Employee going off duty shall report all activities of past shift not resolved to the incoming employee. Dispatcher going on duty shall sign in log and read same from last tour of duty.
8. All employees shall report to work with the proper uniform issued. All parts of the uniform shall be neat and clean.
9. On each shift, Dispatcher will do the following:

See attached duties -- already made and signed.

10. The Dispatcher is the custodian of the Dispatcher's Office. He is responsible for its care and good order. He shall not permit unauthorized persons to loiter therein.
11. The Dispatcher's Office is the information and nerve center of the Department and should be locked from 6:00 P.M. to 8:00 A.M. Dispatchers shall not permit their attention to be distracted from their responsibilities by engaging in unofficial activities to the detriment of efficiency.
12. The Dispatcher is the custodian of the blotter while on duty and shall make all entries required in his own handwriting and in chronological order.
13. Errors made on Official records (blotter) shall not be erased. A line should be drawn through the incorrect entry and correction made and initialed by the Dispatcher.
14. The Dispatcher on duty shall immediately notify the Senior Firehouseman of all matters of importance, such as unusual occurrences in the alarm system and conditions requiring his attention or action. If unavailable, report to supervisor.
15. The Dispatcher on duty shall not permit anyone to enter the area behind the desk, except the following, when necessary in the performance of their official duties:
  - A. District Personnel;
  - B. Chief of the Department; and
  - C. Representatives of New York Telephone or repair agency or FCC agency.
16. The Dispatcher shall not leave the Alarm Room at any time without the authorization of the District Supervisor or after having been properly relieved.
17. The Dispatcher shall receive and record all fire alarms, report any incidents and determine what action is warranted.
18. Upon completion of duty, he shall indicate in the blotter and sign over to his relief the duties of the office.
19. Employees shall treat as confidential the official business of the District. They shall not talk for publication, nor be interviewed, nor make public statements of Fire Department or Fire District matters. They shall not give information about official business of the Fire Department or Fire District to anyone except:
  - A. Commissioners;
  - B. District Supervisor;
  - C. Fire Chief; and

D. Authorized Persons by permission of the above.

20. The sound tape is to be left on AT ALL TIMES TO MONITOR ALL CALLS IN THEIR ENTIRETY. In no instance is the switch to be turned to the "off" position. In the event of a tape replay, Commissioners, the District Supervisor or the Senior Firehouseman is to be present, unless it is a strict emergency.
21. If situations arise which are beyond the Dispatcher's capacity or ability to cope, he shall contact the Senior Firehouseman in charge of the Alarm Room.
22. Exchange of tours, vacations, mutuals, etc. for employees assigned to dispatch must be approved by the Senior Firehouseman in charge of the Alarm Room.
23. Dispatchers will be trained and required to make computer entries such as the New State Fire Report, ALS reports and any other report assigned by the Senior Firehouseman in charge of the Alarm Room.
24. Dispatchers will keep a log of all Alphas pages.
25. Employees assigned to work outside (including Supervisors) will inform the duty dispatcher that they are leaving headquarters, what their destination is and when they have returned.



## APPENDIX "C"

### GENERAL DEPARTMENT

1. All employees (except those assigned to dispatching) must report for work by 8:00 A.M. daily and will work until 4:00 P.M., unless the time is changed by the Board of Commissioners.
2. All employees (except dispatchers) who cannot report for work, due to sickness or any other valid reason, must notify the District no later than the scheduled starting time. Dispatchers will notify the Senior Firehouseman in charge of the Alarm Room three (3) hours before the start of his scheduled shift if there is a reason he will not be able to report for work.
3. No District employee shall be under the influence of any intoxicant or drug when reporting for work, while working, or when reporting at any time at the District premises. There shall be no drinking of alcoholic beverages on District vehicles or property during working hours.
4. No District employee shall at any time be rude or discourteous in his Relations with the public, with management personnel, or with Department members.
5. All employees of the District are prohibited from soliciting gratuities of any nature or demanding or accepting a gratuity of any value in connection with District operations.
6. No employee shall make any false reports, statements, or false entries in or on any District or other official record, or in connection with any District operation or activity.
7. Employees must report all injuries in writing, to management on the same day the injury occurs.
8. District vehicles assigned to employees shall not travel outside of Nassau County unless on official business or by the authority of the Board of Commissioners.
9. ANY AND ALL COMPLAINTS, CRITICISMS, CHARGES OR REPORTS ABOUT ANY DISTRICT EMPLOYEES MUST BE PUT IN WRITING AND SUBMITTED TO THE BOARD OF FIRE COMMISSIONERS. ADDITIONALLY, ALL WRITTEN COMPLAINTS, ACCUSATIONS OR REPORTS OF INFRACTIONS OF A DISTRICT EMPLOYEE MUST BE SIGNED BY THE COMPLAINANT.

ANY WRITTEN REPORT TO THE BOARD THAT IS DEEMED UNTRUE AFTER INVESTIGATION MAY BRING DISCIPLINARY ACTION AGAINST THE COMPLAINANT. ANY AND ALL VERBAL COMPLAINTS IN REGARD TO THE EMPLOYEE WILL BE CONSIDERED A DIRECT VIOLATION OF THE WORK RULE IN THE CONTRACT.

## APPENDIX "D"

### DISTRICT EMPLOYEE RESPONSE PROTOCOL

District employees may respond to Alarms at their discretion under the following guidelines:

1. Upon responding they shall be considered *off duty* with the Fire District and shall remain so until they secure from the Alarm.
2. Employees may respond on Signal 8s and 9s when the Alarm is transmitted for the second time due to a short crew.
3. Employees may respond to General Alarms manning apparatus in the following order: Pumpers, Ladders, Ambulance, and Rescue Truck.
4. Employees will respond with the Company whose quarters they are in at the time of the Alarm. Employees are not to leave a firehouse and respond to another firehouse or the scene of the fire. Exceptions are the Mask Service Unit and District Supervisors. *When an employee responds to the scene in a District vehicle other than a Pumper, Ladder Truck, Ambulance, or Rescue Truck, they will report to the Command Post and remain there as representatives of the Fire District.*
5. Unless directed to respond forthwith by a Chief, employees shall not use the vehicles red lights while responding.
6. No employee is to respond to Mutual Aid calls outside the Fire District during working hours unless specifically requested by a Chief at the scene.
7. The employee without overtime will complete any work assignments that are not completed due to an employee responding to Alarm, which requires to be completed after the normal workday.