



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

Contract Database Metadata Elements

Title: Dix Hills Fire District and Dix Hills Fire District Employees Association, International Association of Fire Fighters (IAFF), AFL-CIO, CLC, Local 3492 (2004)

Employer Name: Dix Hills Fire District

Union: Dix Hills Fire District Employees Association, International Association of Fire Fighters (IAFF), AFL-CIO, CLC

Local: 3492

Effective Date: 01/01/04

Expiration Date: 12/31/06

PERB ID Number: 7826

Unit Size: 8

Number of Pages: 11

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/>

January 1, 2004 - December 31, 2006

GEN
7826

AGREEMENT between the undersigned, DIX HILLS FIRE DISTRICT (hereinafter termed the "District" and the DIX HILLS FIRE DISTRICT EMPLOYEES ASSOCIATION, Local 3492, International Association of Fire Fighters A.F.L.-C.I.O.-C.L.C. (hereinafter termed the "Union"), has as its purpose the promotion of harmonious relations between the employer and the Union, the establishment of equitable and peaceful proceedings for the resolution of differences and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE 1 - RECOGNITION AND UNION STATUS

The District recognizes the Union as the sole and exclusive representative and bargaining agent, under New York State Law, for all full-time Firehouse Attendants, Custodial Workers and Mechanics.

ARTICLE 2 - DUES DEDUCTION

A. Dues Deduction

The District agrees that upon presentation of dues deduction authorization cards signed by the individual employees to which this Agreement is applicable, it shall make a monthly deduction from the wages of such employees in the amount designated by the Union Treasurer as the membership dues deduction.

The total amount deducted each month in accordance with this Article shall be remitted by the District to the Union Treasurer. Such remittance shall be made within fifteen (15) days after the last day of the month in which the deductions are made.

B. Indemnity

The Union, on its own behalf, and on behalf of each employee authorizing dues deductions, hereby releases the District, its officers, agents and employees, from any and all liability whatsoever for the use or application of dues after such monies have been deducted and remitted to the Union at their business address. The Union agrees to save and hold harmless the District from all loss, expense, damages, cost and attorneys' fees that may accrue following receipt by the Union of such payroll deductions or agency fees from the District.

RECEIVED

JUN 07 2005

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

8

ARTICLE 3 - EMPLOYMENT AND PROBATION

All new employees employed in any of the categories in Article 1 of this Agreement shall be placed on probation for a period of twenty-six (26) weeks. If, at the end of this period, the employee's work is considered to be satisfactory, the individual shall be considered to be a permanent employee of the District and seniority shall date from the first day worked. Permanent employees who are promoted or transferred and who do not satisfactorily complete the probationary period of ninety (90) days will be returned to their former position or its equivalent.

ARTICLE 4 - GRIEVANCE AND ARBITRATION PROCEDURE

A "grievance" shall be any dispute concerning a claimed violation, misinterpretation or misapplication of the terms of this Agreement and shall be resolved pursuant to the procedure set forth below.

Step 1 - The Union Grievance Committee, upon receiving a written and signed Petition, shall determine if a grievance exists. If, in their opinion, no grievance exists, no further action is necessary.

Step 2 - If the Union Grievance Committee determines a grievance exists, they shall, with or without the physical presence of the aggrieved employee, submit a grievance, in writing to the District Manager within fifteen (15) working days of the events giving rise to the grievance. The District Manager shall attempt to resolve the grievance at that time. Support for the District Manager's response must be in writing and presented to the Union within ten (10) working days. If the Union finds the response: a) satisfactory; the employee shall have the right to an appeal before an internal Union Grievance Committee; b) unsatisfactory; the employee may request the Union to proceed. If the District Manager fails to respond within ten (10) working days aforesaid, the employee may request the Union to proceed.

Step 3 - If not satisfactorily resolved, the grievance may be submitted by the Union to the Dix Hills Fire District Board of Fire Commissioners within five (5) working days of the written decision required in Step 2. The Board of Fire Commissioners or its designee shall meet with the Union not later than twenty-one (21) working days thereafter. The Board of Fire Commissioners shall attempt to resolve the grievance at that time. If not resolved, the Board shall make its decision and submit same in writing to the Union within thirty (30) working days following its meeting with the Union. If the Union finds the decision: a) satisfactory; the employee shall have the right to an appeal before an internal Union Grievance Committee; b) unsatisfactory; the employee may request the Union to proceed.

Step 4 - If not satisfactorily resolved, the grievance may be submitted to arbitration by the Union, with notice to the District. The grievance shall be referred within fifteen (15) working days of receipt of the Board's determination, or expiration of the Board's time to issue a decision, to the American Arbitration Association, who shall make the appointment of the arbitrator. After a hearing on the grievance, the findings of the arbitrator shall be final and binding on all parties concerned.

General Conditions:

1. Time limits under this article may be changed by mutual agreement of the parties in writing.
2. If the Board of Fire Commissioners of the District fails to respond within the prescribed or mutually-agreed time limits, the Union may proceed to arbitration.

ARTICLE 5 - LABOR-MANAGEMENT COMMITTEE

A Management and Labor Relations Committee shall be established within thirty (30) days of the signing of this Agreement. The Committee shall consist of four (4) members, two of whom shall be appointed by the District, and two of whom shall be appointed by the Union. The Committee shall consider matters of mutual concern pertaining to improvement in working conditions, morale and safety, as well as occupational education and welfare. A meeting may be requested by either party and shall be held within twenty (20) working days of the request at the District offices.

ARTICLE 6 - WAGES AND SALARIES

The wages for the term of this Agreement are set forth in Schedule "A" and are hereby made part hereof.

ARTICLE 7 - RETIREMENT

The District agrees to continue the existing retirement program and to make contributions as prescribed by law for each eligible employee in accordance with the plan to which the employee is entitled as determined by his date of entry into service.

ARTICLE 8 - SENIORITY AND PROMOTION

A. Job Security. For the purpose of reduction in force and recall, the District shall comply with the applicable Suffolk County Civil Service Rules for competitive positions.

B. Layoffs. Seniority for all permanent employees shall be computed from the first day worked. In the event of layoffs, probationary employees or any non-permanent employees in any given job category shall be laid off before any permanent employees in the same respective job category. If, after all probationary employees have been laid off in any given job category and other reductions in work force are still deemed necessary in the same job category by the District, the District shall lay off in accordance with the principles of seniority in the job category in question.

C. Recall. In the event of recall in any given category, employees will be recalled in that job category in the inverse order of which they were laid off from that job category. An employee will be deemed to have waived his right to recall if he does not report to work within two (2) weeks of receiving his notice of recall.

D. Severance Pay. In the event of reductions in force, all full-time employees who are laid off except for just cause (in conformity with the Civil Service Law) will receive on a one-time basis, one days' salary for each month of employment.

ARTICLE 9 - OVERTIME

A. All overtime work must be authorized by the District and will be compensated at the rate of one and one-half (1-1/2) times the base rate of pay.

1. All overtime will first be offered to full-time District employees *within grade* on a rotating senior basis provided the individuals have the required qualifications.
2. If the overtime position cannot be filled from # 1 above, the position will be offered to part-time employees, provided the individuals have the required qualifications.
3. If the overtime position cannot be filled from # 1 or # 2 above, the position will be offered to other full-time District employees on a rotating seniority basis, provided the individuals have the required qualifications.

B. In the event an employee who has left the District's premises after completing his working day is required to return to work in an emergency or for overtime, the employee will be compensated at the rate of one and one-half (1-1/2) times the base rate of pay and will receive a minimum of four (4) hours. Time starts at the time of recall as long as the employee arrives at work within a reasonable time.

ARTICLE 10 - HOLIDAYS

All employees shall have twelve (12) paid holidays in duration of contract.

1. New Year's Day
2. President's Day
3. Memorial Day
4. July 4th
5. Labor Day
6. Thanksgiving
7. Day after Thanksgiving
8. Christmas
9. Veteran's Day
10. Columbus Day
11. Christmas Eve
12. New Year's Eve

All employees who are required to work a holiday by the District shall be compensated at the rate of one and one-half (1-1/2) times the base rate of pay for the day in addition to their paid holiday. If a holiday falls on a Saturday or Sunday, it shall be observed on Friday or Monday, respectively.

The District and Union will work together toward the creation of a permanent part-time weekend and holiday dispatching force. Until this force is created, the District will make all reasonable attempts to obtain part-time coverage for weekends and holidays. If the District cannot cover a tour with a qualified part-time dispatcher, a permanent dispatcher must cover the tour. This overtime will be compensated at the overtime rate as specified in this Agreement.

ARTICLE 11 - SICK/PERSONAL LEAVE

A. As of January 1, 2000, an employee will earn one and a quarter (1-1/4) sick days for each month of service to the District in the given year, for a total of fifteen (15)

days. Three (3) of these fifteen (15) days may be used as personal days. In an extreme emergency, additional days may be granted by the Board.

B. Jury Duty. Payment for jury service is conditioned upon the employee's reimbursement to the District of all monies received on account of said service, except transportation.

C. Reimbursement. Unused sick leave will be accruable to forty-five (45) days; any accrued sick days over forty-five (45) days will be reimbursed in full on the following pay day of the new year.

D. Funeral Leave. All employees may be granted a period of five (5) days when a death has occurred in his or her immediate family. This leave shall take effect immediately following the death notice. For this purpose, an immediate member of the family is defined as wife, husband, child, parent, brother, sister, grandparent, mother-in-law and father-in-law. Unused funeral leave shall not be accumulated.

ARTICLE 12 - VACATION

A. Vacation shall be computed from the anniversary date of employment adjusted after the first year to January 1st. Vacations may be taken at any time by mutual consent and in accordance with seniority within classification.

B. Employee shall receive a paid vacation as follows:

After completion of one (1) years of service, an employee shall be entitled to two (2) weeks of vacation.

After completion of five (5) years of service, an employee shall be entitled to three (3) weeks of vacation.

After completion of ten (10) years of service, an employee shall be entitled to four (4) weeks of vacation.

After completion of twenty (20) years of service, an employee shall be entitled to five (5) weeks of vacation.

C. Vacation schedules are to be worked out by the District Representative on seniority basis with requests to be made prior to April 1st of each year for specific times. No

more than ten (10) vacation days may be accumulated from one year to the next, and only two (2) weeks' vacation time may be taken by an employee during July and August.

ARTICLE 13 - INSURANCE

The Board agrees to provide all regular eligible employees coverage as follows:

A. New York State Workers' Compensation as per statute. Whenever employees are absent on paid sick leave as a result of work-related accident occurring during duty hours and the District is awarded reimbursement, the permanent employees involved will be credited with that amount of sick leave which they have taken on account of any such accident which is the equivalent to the monetary amount received by the District, divided by the employee's rate of pay.

B. Premiums for off-job sickness and accident disability plan will be paid for by the District. Should, during the length of this contract, another comparable plan be offered, the District alone will decide the plan to be purchased. No changes in the initial plan will be implemented without review by the employees. Whenever employees are absent in excess of five (5) consecutive working days as a result of non-work-related sickness or accident, disability insurance payments will be initiated and will be supplemented to the level of the employees' weekly salary provided the employee has sufficient vacation or sick days accumulated. The accumulated days will be charged based on a formula, the numerator of which is the supplemented amount and the denominator is the employee's weekly salary.

C. Health insurance in the form of Empire Plan shall be provided, without cost to the employee, for each member of the Union, his wife/her husband and minor children, if any. Upon retirement, the District will continue such insurance in effect at time of retirement and all subsequent improvements to plan made by District since retirement; until such time as the retired employee's Medicare benefits take effect. Any personnel presently employed using H.I.P. may continue to do so.

Members of the unit who are eligible and enrolled in the District's health insurance plan and who withdraw from the District's plan shall receive \$2,500 if they were covered by the family plan and \$1,000 if they were receiving individual coverage, provided they remain eligible and uncovered under such plan for a period of twelve (12) consecutive months. Such payments shall be made at the end of the twelve-month period and annually thereafter, provided such members are still eligible and uncovered under the District's plan. Nothing contained herein shall preclude an eligible member from reentering the plan at any time provided, however, that in the case of a member who reenters in less than twelve months, or on a date prior to an annual payment, no payments shall be made.

D. Dental Plan - Healthplex Dental and Vision Plan will be provided by the District without cost to the employee and retirees. Retirees shall be covered until they are Medicare eligible. If retirees cannot be covered, they will receive a cash benefit equivalent to the amount contributed on behalf of active employees.

ARTICLE 14 - WORK WEEK

A. All employees excluding firehouse attendants who are dispatchers shall work forty (40) hour work week from 7:30 a.m. to 4:00 p.m. all year.

All dispatchers shall work a base forty (40) hour rotating work week.

7:30 a.m. to 3:30 p.m.

3:30 p.m. to 11:30 p.m.

11:30 p.m. to 7:30 a.m.

Dispatchers may switch tours upon approval, in advance, by the District Manager.

All employees shall be at their work stations five (5) minutes before the work shift starts and they shall have five (5) minutes at the end of the day to clean up. Provided, however, no dispatcher shall leave his work station without being relieved.

ARTICLE 15 - GENERAL CLAUSES

A. Savings Clause. Should any part or provision of this Agreement be rendered or declared illegal because of any existing or subsequently enacted legislation or by decree of a court of competent jurisdiction or by the decision of any authorized government agency, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof, provided, however, upon such invalidation, the parties agree immediately to meet and negotiate substitute provisions for such parts or provisions rendered or declared illegal. The remaining parts or provisions shall remain in full force and effect.

B. Copy of Contract. This Agreement and any future agreement shall be printed and supplied by the Union to each employee and all appropriate parties within sixty (60) days of signing of the Agreement. All costs for printing and supplying the Agreement shall be borne by the District.

C. Bulletin Boards. The Union shall have the right to post notices and communications on the bulletin board designated by the Employer and maintained on the premises of the Employer. All posted documents shall clearly indicate the author of the

document and person responsible for posting. The Union hereby releases and agrees to indemnify the District for any and all damages from materials that are posted by it on the bulletin board reserved for the use of the Union.

D. Union Business Time. An employee who is designated by the Local to represent paid employees shall have the right to attend a state-wide convention or meeting of the parent labor representative for one (1) day per year.

E. Prevailing Rights. Except as expressly limited by other provisions of this Agreement, all of the authority, rights and responsibilities of the District are retained by it, including, but not limited to, the right to determine the objectives and policies of the District. The District shall also have the right to establish, alter, or amend any "terms and conditions of employment" not specifically covered in the Agreement. Prior to exercising any rights hereunder, the District shall notify and discuss such proposed changes with the Union prior to implementation. If such change is implemented, the Union may reopen negotiations limited to the item which is changed, to be effective the next contract year.

ARTICLE 16 - TAYLOR ACT NOTICE 204-A

ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS, THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 17 - UNIFORMS

The designated uniforms, shirts, pants and shoes (2 pairs/year) will be provided by the District at no cost to the employee and shall be maintained by the employee and have seasonal uniforms sized and ordered by November 1 for winter uniforms and April 1 for spring uniforms. Five (5) shirts and five (5) pairs of pants per season.

ARTICLE 18 - LONGEVITY PAY

Full-time employees will receive a one (1%) percent lump-sum payment on his/her tenth anniversary of employment with the District. An additional 1.5% lump-sum payment shall be paid on his/her 15th anniversary date. An additional two (2%) percent lump-sum payment will be given on an employee's twentieth anniversary of employment.

ARTICLE 19 - APPENDICES AND AMENDMENTS

All appendices and amendments of and to this Agreement shall be "lettered," dated and designed by the responsible parties and shall be subject to all the provisions of this Agreement.

ARTICLE 20 - DURATION OF AGREEMENT

This Agreement shall be in effect for a term of three (3) years, beginning on January 1, 2004 and expiring December 31, 2006.

ARTICLE 21 - CONTINUING EDUCATION

Any District employee who wishes to take a class or seminar that will increase their knowledge and improve their skills may submit it to the District for approval. If the seminar is approved, the District shall: reimburse or pay for the cost of the course, lodging and transport fees if applicable; not be charged vacation or sick days if the course falls on a workday. If the course or seminar falls on a day that falls outside the regular work schedule, the employee will be compensated at his hourly rate. Any District employee that is required to maintain a NYS EMT certification shall be compensated at their hourly rate for their time in class and be compensated for the cost of the class and transportation.

The foregoing is agreed to by the parties as a true and binding contract which shall not be modified, except by writing signed by both parties.

Dated: 5/28/04

WITNESS:

Carl C. Pellegrini

DIX HILLS FIRE DISTRICT
BOARD OF FIRE COMMISSIONERS

By: *[Signature]*
Chairman

WITNESS:

[Signature]

DIX HILLS FIRE DISTRICT
EMPLOYEES ASSOCIATION

By: *[Signature]*

SCHEDULE "A" - WAGES

A. The minimum starting salary for all newly-hired full-time employees will be \$28,675. Effective January 1, 2005, this shall be increased to \$29,965. Effective January 1, 2006, this shall be increased to \$31,389.

B. All full-time District employees in service as of December 31, 2003 will receive an increase of 4.5% on the base salary. An additional 4.5% increase will be granted on January 1, 2005 and 4.75% on January 1, 2006 to all full-time employees in service as of the preceding December 31st.

C. Any member of the bargaining unit who is assigned or transferred to another position in the District will receive in salary no less than that employee is receiving in his/her current salary.