

January 1, 2012- December 31, 2016

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.

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.



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 layoff 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 part-time dispatchers will be offered extra time when a dispatcher is absent from their shift. Full-time dispatchers will no longer have the option of first refusal of extra time.
2. If the overtime position cannot be filled from # 1 above, the position will be offered to full-time employees, 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.

C. An employee may elect compensatory time in lieu of paid overtime and shall be compensated at time and one-half in compensatory time. Compensatory time may be accumulated to a maximum of forty (40) hours at any given time. Once an employee reaches the 40-hour maximum, all overtime work performed thereafter must be compensated as overtime pay until the employee has reduced their compensatory time accumulation below 40-hours.

Compensatory time may not be carried over from year to year. Accrued and unused compensatory will not be paid out.

The use of compensatory time shall be subject to the reasonable needs of the District. Use of compensatory time may be denied if it necessitates the payment of overtime/compensatory time for a replacement.

#### 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 4<sup>th</sup>
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 with a maximum of 5 (five) days. An employee may elect to accrue additional sick days but upon leaving employment, these days will not be paid.

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, and child; parent, brother, sister, grandparent, mother-in-law and father-in-law. Unused funeral leave shall not be accumulated.

ARTICLE 12 - VACATION

A. Deleted

B. Vacations may be taken at any time by mutual consent and in accordance with seniority-within classification. Employee shall receive a paid vacation as follows:

After completion of one (1) year of service, an employee shall be entitled to two (2) weeks of vacation earned at the rate of 3.07 hours per pay period.

After completion of five (5) years of service, an employee shall be entitled to three (3) weeks of vacation earned at the rate of 4.60 hours per pay period.

After completion of ten (10) years of service, an employee shall be entitled to four (4) weeks of vacation earned at the rate of 6.15 hours per pay period.

After completion of twenty (20) years of service, an employee shall be entitled to five (5) weeks of vacation earned at the rate of 7.69 hours per pay period.

C. Vacation schedules are to be worked out by the District Representative on seniority basis with requests to be made prior to April 1<sup>st</sup> of each year for specific times. No more than ten (10) vacation days may be accumulated from one year to







ARTICLE 19 - APPENDICES AND AMENDMENTS

All appendices and amendments of and to this Agreement shall be "lettered," dated and signed 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 five (5) years, beginning on January 1, 2012 and expiring December 31, 2016.

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: 01/29/2013

WITNESS:




DIX HILLS FIRE DISTRICT BOARD OF FIRE COMMISSIONERS



Chairman

WITNESS:



DIX HILLS FIRE DISTRICT EMPLOYEES ASSOCIATION



Commissioner   
Union Rep G.F.

SCHEDULE "A" – WAGES

A. The minimum starting salary for all newly-hired full-time employees starting January 1, 2007 will be \$35,000 plus annual increases per this contract.

B. 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.

END OF CONTRACT



ADDENDUM FOR CONTRACT JANUARY 1, 2012 – DECEMBER 31, 2016

A. The contract will have a 5 (five) year duration.

B. There will be no health benefit "Grandfather" clause written into the contract.

ADDENDUM FOR CONTRACT JANUARY 1, 2012 – DECEMBER 31, 2016

<u>Contract Year</u>	<u>Health Benefits</u>	<u>Annual Increase</u>
✓ 1 2012	0% Contribution	2% increase
✓ 2 2013	0% Contribution	2% increase
✓ 3 2014	0% Contribution	3% increase
4 2015	0% Contribution	3% increase
5 2016	0% Contribution	4% increase

Commissioner   
Union Rep. 

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: 01/29/13

WITNESS:

DIX HILLS FIRE DISTRICT  
BOARD OF FIRE COMMISSIONERS



---

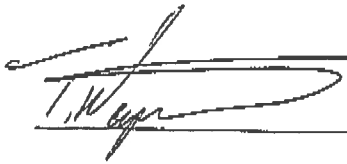


---

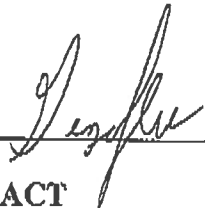
Chairman

WITNESS:

DIX HILLS FIRE DISTRICT  
EMPLOYEES ASSOCIATION



---



---

END OF CONTRACT