

AGREEMENT

-between-

FAIRVIEW FIRE DISTRICT

-and-

GREENBURGH UNIFORMED FIREFIGHTERS ASSOCIATION, INC.,  
LOCAL 1586  
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO

January 1, 2008 - December 31, 2011

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Collective Bargaining Agreement entered into by and between the FAIRVIEW FIRE DISTRICT (hereinafter referred to as the "Employer" or "District") and the GREENBURGH UNIFORMED FIREFIGHTERS ASSOCIATION INC., LOCAL 1586, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, affiliated with the AFL-CIO (hereinafter referred to as the "Union") for the 48-month period from January 1, 2008 to December 31, 2011.

ARTICLE 1 - RECOGNITION

The Employer recognizes the Union as the exclusive bargaining agent for a unit consisting of all employees holding the rank of firefighter employed by the Employer, and excluding all other employees.

ARTICLE 2 - CONDITIONS OF WORK

Each member shall be respected as an essential individual working for the good of the District and, therefore, shall not be subjected to unnecessary harassment and duress while performing his duties for the District.

ARTICLE 3 - NO STRIKE AND NO LOCKOUT

Section A

The Union, for itself and on behalf of the employees it represents, reaffirms that it does not have the right to strike and agrees not to engage in a strike nor cause, instigate, encourage or condone a strike.

Section B

The District, for itself and on behalf of the Commissioners that represent it, agrees that it will not engage in a lockout of its employees, nor cause, instigate, encourage or condone a lockout.

ARTICLE 4 - UNION RIGHTS

Section A

The District agrees that, upon presentation of proper dues deduction authorization forms, it will make bi-weekly deductions from the wages of such employees in the amounts so designated by the Union and remit such amounts to the Union, together with a list of employees from whose wages such deductions have been made. Dues authorizations shall remain valid until cancellation or withdrawal.

Section B

The Union President and/or any of his designated representatives have the right to visit any Fire District Station or any other location where employees are assigned for duty when the Union representative is not on duty; however, said representative shall not interfere with, interrupt or disrupt in any way the duty



assignment or activities of the Fire District. Union representatives other than the employees of the Fairview Fire District, making visitations under this provision shall provide advance notice to the Chief of Department and must receive permission from the Chief of Department prior to such visitation. Such permission shall not be unreasonably withheld.

Section C

The District agrees that the Union shall be allowed to hold its regular or special meetings in the District Fire Stations when not in conflict with other organizations or District business and provided further that such meetings are limited to members of the Union employed by the Employer. Those members in the station where the meeting is being conducted may attend with the exception of those engaged in District activities. The parties shall continue discussions on the topic of use of the Firehouse for Union meetings.

Section D

1. The District shall allow leaves of absence without pay to Union representatives for the purpose of attending State, National or International conventions of their organization, or to attend educational conferences or seminars or any like functions, provided that the leaves of absence shall not exceed a total of twelve (12) working shifts in any calendar year for all representatives. No more than two (2) men shall attend at one time, nor more than one (1) man per Group. If coverage is needed for such leave, such overtime shall be at straight time.

2. An additional paid leave of no more than two hundred (200) hours in any calendar year shall be granted to attend Union business and shall be shared between the officer and firefighter units. The two bargaining units shall mutually agree upon the distribution of the two hundred (200) hours between the units. If coverage is needed for such leave, such overtime shall be at straight time. Any further paid leave for such purposes is to be at the discretion of the District.

3. If during the term of this Agreement, the president of the Union is also an active member of the Fairview Fire District, he shall be permitted to take up to fifty (50) hours per year at his discretion for his use in discharging his duties as union president. If coverage is needed for such leave, such overtime shall be at straight time. This time shall be in addition to time made available as per Section D (2). Any further leave for such purposes shall be at the discretion of the District.

Section E

The District shall provide sufficient storage space in one (1) of the station houses for the purpose of



storing Union supplies. This space may be utilized only by those members of the Local employed by the Employer.

Section F

The Union shall designate a delegate for Union members who shall be a Union officer employed by the Employer for each shift, who shall be the representative of the Union for said shift. A list of said delegates shall be submitted to the Board by the January meeting. The delegate shall perform his regular duties as a firefighter; however, if said regular duties as a firefighter are not interfered with, said delegate may perform Union work and activities while he is on duty. Furthermore, said delegate, when not engaged in District business, shall have transportation supplied to him, if available, to commute between station houses whenever, during his shift, questions arise over this Agreement and/or the rules and regulations of the District or when grievance machinery is imminent by another employee on his shift.

Section G

The District shall permit the use of a bulletin board located in the respective fire stations for the posting of notices concerning Union business, locations to be approved by the Board of Fire Commissioners. A copy of said material shall be given to the Chief of Department simultaneously with its posting.

ARTICLE 5 - NEGOTIATIONS

The Union shall submit its wage and other benefit demands to the District for bargaining on or about May 1st of the last year of the contract. Negotiations shall commence on or about June 1st.

ARTICLE 6 - COPIES OF AGREEMENT

Section A

The District agrees that it shall print or legibly reproduce two (2) copies of this Agreement for the Union.

Section B

All original copies and duplicate copies shall be properly signed by representatives of the Union and Fire District.

ARTICLE 7 - CORRESPONDENCE

All correspondence shall be directed to the Chief of Department, at 19 Rosemont Boulevard, White Plains, New York 10602-1680, who shall forward a copy to the Board.

ARTICLE 8 - MANAGEMENT OF THE FIRE DISTRICT



The management of the Fire District, in all its phases and details, shall remain vested in the Board as provided by the Town Law of the State of New York, Section 176 (11), Chapter 894, Laws of 1969 and any other applicable laws and regulations. The rights of the Board and the employees shall be respected and the provisions of this Agreement for the orderly settlement of all questions regarding such rights shall be observed. The Board has the right to adopt, revise and enforce reasonable rules and regulations governing the conduct of employees, and standard operating procedures for the operation of the department, and shall inform the Union in writing of any changes or additions to the rules and regulations, provided that the provisions of the rules and regulations do not violate the provision of this Agreement or of applicable law.

ARTICLE 9 - PERSONNEL FILES

No material shall be placed in the personnel file of any employee that has not been shown to him. An employee may insert material in the file where he deems it necessary in order to correct or explain any material therein.

Upon reasonable notice in writing, an employee shall have the right to review his personnel file.

ARTICLE 10 - SALARY SCHEDULE

Section A

The District agrees that the base pay for each indicated rank, beginning January 1, 2008, shall be as follows:

	<u>FIREFIGHTER</u>
Appointment through completion of one (1) year of service	\$ 45,201
After one (1) year in rank	\$ 56,487
After two (2) years in rank	\$ 65,962
After three (3) years in rank	\$ 75,437
After four (4) years in rank	\$ 84,922

Section B

The District agrees that the base pay for each indicated rank, beginning in January 1, 2009, shall be as follows:

	<u>FIREFIGHTER</u>
Appointment through completion of one (1) year of service	\$ 45,201
After one (1) year in rank	\$ 58,746
After two (2) years in rank	\$ 68,600
After three (3) years in rank	\$ 78,455



After four (4) years in rank \$ 88,319

Section C

The District agrees that the base pay for each indicated rank, beginning in January 1, 2010, shall be as follows:

	<u>FIREFIGHTER</u>
Appointment through completion of one (1) year of service	\$ 45,201
After one (1) year in rank	\$ 61,390
After two (2) years in rank	\$ 71,688
After three (3) years in rank	\$ 81,985
After four (4) years in rank	\$ 92,293

Section D

The District agrees that the base pay for each indicated rank, beginning in January 1, 2011, shall be as follows:

	<u>FIREFIGHTER</u>
Appointment through completion of one (1) year of service	\$ 45,201
After one (1) year in rank	\$ 64,152
After two (2) years in rank	\$ 74,913
After three (3) years in rank	\$ 85,675
After four (4) years in rank	\$ 96,447

Section E

Firefighters who hold a valid New York State EMT certification shall be compensated at 3.0% above their gross salaries.

In the event that a firefighter's certification shall expire, compensation shall continue for a period of six (6) months. The District shall provide all costs for the certification. Firefighters who certify (recertify) shall be given compensatory time for up to thirty (30) hours time spent to secure or maintain the EMT certification contained herein. Each hour of compensatory time toward the foregoing thirty (30) hour maximum, shall be calculated at the rate of time-and-one-half.

ARTICLE 11 - COMPENSATORY TIME

A member may accrue a maximum of one hundred and fifty (150) hours of compensatory time for attending District approved fire prevention, training, and educational seminars and classes.



After a member reaches this maximum, it will be at the Chief's sole discretion to pay the member overtime to attend school. If the Chief decides that he will not pay the member overtime to attend school and the member still decides to go to school, then the District will pay the cost of the course only.

A. Compensatory time shall be taken in time off at the rate of time-and-one-half, at the employee's request. This time off shall not cause overtime.

B. The District, at its discretion, may pay an employee for part or all of the employee's Compensatory time.

#### ARTICLE 12 - OUT-OF-TITLE

An assignment by the Chief of Department of a member of the firefighters bargaining unit to a higher rank within the officers bargaining unit where it covers a tour of duty shall be in writing and paid at the job rate.

#### ARTICLE 13 - PENSION PLANS

##### Section A

The District shall provide all its employees, as described in Article I of this Agreement, with optional New York State Police and Firemen's Retirement System Pensions.

1. A twenty (20) year one-half (1/2) noncontributory plan as described in subdivision D, Section 384 of the New York State Retirement Laws;

or

2. A twenty-five (25) year one-half (1/2) pay noncontributory plan as described in Section 384 of the New York State Retirement Laws with an added 1/60th option as described in subdivision F, G, and H of Section 384 of the New York State Retirement Laws.

As of January 1, 1993 the District has added the following plan:

A twenty (20) year one-half (1/2) pay noncontributory plan as described in Section 384 of the New York State Retirement Laws with an added 1/60th option as described in subdivision E of Section 384 of the New York State Retirement Laws.

##### Section B

In addition to the options described in Section A of this Article, the following will be provided to all employees by the District and to be included in each option described in Section A of this Article:

1. Additional death benefit as described in 360B of the New York

State Retirement Laws.

2. One-year final averaging for all tier 1 and tier 2 employees.
3. Military service credit allowance as described in Section 341K of the New York State Retirement Laws.

#### ARTICLE 14 - WORK SCHEDULE

A. The work schedule shall be established on the following basis: forty (40) hours per week.

Work schedules shall be published not later than December 31st of the year preceding.

A shift is defined as a ten (10) hour day or a fourteen (14) hour night. A tour is three (3) consecutive shifts with 96 hours off after a day tour and 72 hours off after a night tour.

B. Any firefighter schedule change notification shall be by regular mail or hand delivery.

#### ARTICLE 15 - SCHEDULED REPORTING TIME

Uniformed personnel will report ready for duty at 7:50 A.M. for the day shift and 5:50 P.M. for the night shift. Employees reporting late without reason acceptable to the officer in charge shall be "docked" time late. Docked pay to be at straight time, the hourly rate to be computed by dividing the annual rate by 2080 hours.

#### ARTICLE 16 - SENIORITY

##### Section A

Full-time permanent Firefighters shall have seniority rights determined by the date of their appointment as a Firefighter of the Fire District. Seniority within rank shall be determined by the date of appointment to that rank. If two or more members of the unit are appointed on the same date, then the employee with the higher position on the Civil Service list shall have seniority.

##### Section B

An employee may reject an opportunity to bid for a promotion or benefit at his discretion and without explanation.

Furthermore, such rejection shall not be construed as a waiver of seniority rights in any other situation where seniority would prevail. This shall not be misconstrued as an employee's prerogative to refuse a proper duty assignment or to disobey the rules and regulations of the Fire District.

##### Section C

The Fire District shall establish a seniority list and shall post such list in each Station by January 10th of each year for a minimum period of thirty (30) days and a copy given to the Union for their records. Any



objections by an employee shall be reported to the Chief of Department within said thirty (30) day period, and any defects shall be corrected. Failure to object within the thirty (30) days shall be deemed an acceptance of the list.

#### ARTICLE 17 - EXCHANGE OF DUTIES

A. Any two (2) employees may agree to fourteen (14) exchanges per year of which four (4) of the exchanges may result in an employee working twenty-four (24) continuous hours. All exchanges will be by written Agreement in form agreeable to both employees, signed by each employee and submitted to and approved by the Shift Officer. These exchanges shall be approved except where they adversely affect the function of the Department.

Exchanges beyond fourteen (14) per year shall be at the sole discretion of the Chief of Department or his designee.

#### ARTICLE 18 - OVERTIME

##### Section A - Call-Out Time

Members called to duty because of an emergency shall be paid a minimum of six (6) hours for any part up to six (6) hours. Over six (6) hours, that member shall receive pay for the entire shift in effect at the time they reported for duty in response to the emergency call-out.

##### Section B - Holdover Time

An employee "held over" his regular shift of duty for any reason shall be compensated at the rate of time-and-one-half for those hours actually worked. Any part of an hour that is less than fifteen (15) minutes will be paid on the basis of fifteen (15) minutes.

When an employee is held over, he will be provided with meals at appropriate times.

When an employee is "held over" due to another employee being A.W.O.L. on the following shift as a shift replacement, the late employee shall have his pay deducted for the same amount of overtime hours paid to the "holdover" employee. Such deduction shall be at the normal rate of pay based on 2080 hours of the late employee.

##### Section C - Scheduled Overtime

All scheduled overtime shall be maintained by a department seniority list kept by the Chief of Department, a copy of which shall be posted on the Bulletin Boards. This record shall show the time and date of call and the response from each person called as to whether it was refused, on duty, no answer, sickness

or vacation. If a man refuses (applies to scheduled non-emergency overtime), he shall automatically be passed by until a complete cycle of the seniority list has been made.

Section D - Rates of Pay

Overtime shall be paid at the rate of time-and-one-half with the following exceptions:

1. Scheduled overtime caused by an employee being on suspension or leave of absence; or
2. Scheduled overtime necessary when an employee is on vacation and an employee is taking a "Kelly" day from the same group on the same day;
3. Overtime caused by Union Time;
4. Vacation time worked;
5. "Kelly time" worked.

ARTICLE 19 - INSURANCE

Section A - Medical

The District agrees to pay the full cost of the New York State Health Insurance Program (Core Plus Medical and Psychiatric) for all members of the unit and their dependents.

The District agrees that any employee at any time may change his option if permitted by the Insurance Plan.

The District agrees to provide said coverage as described in this section to retired employees.

The District further agrees to provide said coverage as described in this section to a domestic partner of an employee that meets the criteria for enrollment and continuation of benefits set by the Fairview Fire District and the New York State Health Insurance Plan. This criteria is subject to change.

Full coverage for active, line of duty death and retiree with full coverage for surviving spouses and children. Surviving spouses up to age 65.

Section B - Dental Insurance

The District agrees to provide coverage for all its employees under a mutually agreed upon dental plan.

The District agrees to provide said coverage as described in this section to retired employees and their dependents.

The District further agrees to provide said coverage as described in this section to a domestic partner of an employee that meets the criteria for enrollment and continuation of benefits set by the Fairview Fire



District and the dental insurance company. This criteria is subject to change.

Section C - New York State Disability Insurance

The District agrees to provide New York State Disability Insurance for all its employees at the District's expense.

Section D - Life Insurance

The District shall provide each active member with up to \$250,000 in life insurance in a mutually agreed upon group Life Insurance plan. This coverage shall be limited to active employees only.

Section E - Eye Glass Insurance

The District shall contribute up to a maximum of \$15.00 per month per member towards a mutually agreed family eyeglass plan.

The District agrees to provide said eyeglass coverage as described in this section to retired employees and their dependents.

The District further agrees to provide said coverage as described in this section to a domestic partner of an employee that meets the criteria for enrollment and continuation of benefits set by the Fairview Fire District and the eyeglass insurance company. This criteria is subject to change.

ARTICLE 20 - EDUCATION BENEFITS

Section A

Subject to prior application to the Board, through the Chief of Department and subject to prior approval of the Board, reimbursement for the tuition costs of books, registration fees and school-mandated insurance fees will be paid at the New York State Empire College rates for a maximum of three (3) firematic courses per semester at a New York State accredited college. The Board, in its sole nongrievable discretion, may approve non-firematic course or courses at schools not accredited by New York State.

Section B

Such reimbursement shall be no greater than the New York State Empire College rates and shall be made upon proof of satisfactory completion of any such courses with a passing grade.

Section C

Such reimbursement shall not exceed \$12,000 in any calendar year and shall be shared between the officers and firefighters bargaining units. The two bargaining units shall mutually agree on the distribution of



the funds between the units. Further it is understood and agreed that any unused funds in one calendar year may not be carried forward into the next calendar year.

ARTICLE 21 - LONGEVITY

Any member completing ten (10) years of paid fire service will be paid longevity according to the following schedule. Commencing on the pay day after the anniversary date of each member, such member shall be paid pursuant to the following schedule:

11th through 15th years	1% gross pay
16th year and over	2% gross pay

Payments will be made on December 31st.

ARTICLE 22 - PAYDAYS

Section A

Paydays shall be every second Thursday. Paychecks and any other monies due an employee shall be placed in sealed envelopes with an itemized deduction slip enclosed. A pay period is defined as eighty (80) hours per fourteen (14) days for the bi-weekly period. Yearly salary is defined as base salary and any additional contractual pay add ons. Hourly rate is calculated as yearly salary divided by 2080 hours. Time-and-one-half is calculated as the hourly rate times 1.5.

Section B

When a payday falls on a holiday, paychecks shall be paid on the day preceding the holiday. Paychecks, however, will be dated as of the regular payday.

Section C

Overtime pay shall be paid on the payday following the pay period in which it was worked, whenever feasible.

Section D

Holidays shall be paid in two (2) paychecks. One paycheck shall be given on the pay period closest to June 1st for seven (7) holidays, and one paycheck shall be given on the pay period closest to December 1st for seven (7) holidays.

If a member of the unit is on 207-a on the date of the holiday, they shall not receive the holiday pay unless they actually worked at least one (1) workday during the payroll period in which the holiday occurs.

Section E



All pay due an employee during a calendar year (up to December 31st) shall be paid to the employee at the end of the year. Items not paid by the end of the year shall be paid in the first check of the "next year", provided however, that such payments shall be made at the rate in effect in the "next year".

Section F

Any employee departing on annual leave where a payday falls within said leave period, shall have his paycheck dated for the employee's last shift on duty, provided one (1) week's written notice is given.

Section G

Upon leaving employment in good standing, all monies due an employee shall be paid within two weeks.

ARTICLE 23 - ANNUAL LEAVE

Section A

All employees will be granted an annual vacation leave with full pay in any month of each calendar year. Selections of said vacation leave will be granted on any tour of duty or combination of tours during the entire calendar year as per the following schedule:

One (1) year through four (4) years of service	9 working shifts
Five (5) years through nine (9) years of service	15 working shifts
Ten (10) years through fourteen (14) years of service	18 working shifts
Fifteen (15) years through twenty (20) years of service	21 working shifts
Twenty (20) years of service and after	24 working shifts

Section B

Vacation selections are to be made in accordance with seniority of the group without regard to assignment of station house. Senior men will be allowed to make two (2) vacation picks in any amount of tours, then the next senior man will do same until it reaches the lowest man. It will then start from the top senior man again until all are picked.

Section C

An accurate and up-to-date seniority list shall be posted in each stationhouse. Selections of vacation are to be made under the direct supervision of the Chief of Department.

Vacation selection lists shall be posted by the Chief of Department by November 1st. All selections shall be made by December 1st. Such selections are subject to approval by the Chief of Department and



posted by December 15th. Once the vacation selections are posted by the Chief of Department, they may be altered only when appropriate for the operation of the Department. The Chief of Department shall not act unreasonably in changing a vacation already selected. A posted vacation period shall be defined as the assigned working tour of the employee selecting the vacation.

Two (2) Firefighters in each working group may pick a posted vacation period. The second Firefighter picking a slot during the same period shall not have a holiday added to his vacation as stated in Article 30, Section C.

#### Section D

An employee shall have the option of splitting his vacation an unlimited amount of times, providing that said splits are made in complete tours of duty in conjunction with Section A of this Article in any amount of days and at any time of year said employee desires, but in keeping with Section B of this Article.

An employee shall have the option of working a maximum of one-half of his vacation time, which shall be limited to twelve (12) shifts for a firefighter, subject to conditions set forth below:

1. If a member does not opt in writing to work up to one-half of his vacation time by October 1st, then the employee shall be given all of his vacation time in time off.
2. The vacation time worked shall be paid for in accordance with Article 18, Section D.
3. Additional time may be granted by the Chief of Department.

#### Section E

"Kelly days" (accrued time off owed employees in lieu of forty (40) hour work week) may be selected by all employees assigned to a shift of more than forty (40) hours in a week, on a seniority basis, subject to conditions set forth below. The number of "Kelly days" shall be prorated if any member is assigned to work forty (40) hours or less per week.

1. Total time for each employee not to exceed one hundred four (104) hours in a calendar year.
2. All requests will be made by January 15, and requests may be changed up to one full shift in advance of desired time off with approval of Chief of Department or his designee.
3. All requests for time off will be for full ten (10) hour day shift or full fourteen (14) hour night shift.
4. The scheduling of "Kelly days" shall be at the discretion of the Chief of Department. Kelly days scheduled may be changed by the employee with the approval of the Chief of Department. The Chief of Department shall not act unreasonably in altering a "Kelly day" which has already been approved.

All requests for time off are subject to the approval of the Chief of Department.

Members shall have the option of working their "Kelly Time," subject to the conditions set forth below:

1. If a member does not opt in writing to work all or part of his "Kelly time" by October 1st, then the member shall be given his "Kelly time" in time off.
2. The "Kelly time" worked shall be paid for in accordance with Article 18, Section D.

#### ARTICLE 24 - PERSONAL LEAVE

Members of the unit may be granted two (2) personal leave shifts per year at the sole discretion of the Chief of Department to attend to matters which may only be handled during working hours.

#### ARTICLE 25 - EMERGENCY LEAVE

##### Section A

When notified by an employee, the Chief of Department may grant emergency leave not to exceed twenty four (24) hours. This leave shall be contingent upon Department manpower and emergency conditions at the time of the request for leave. In the absence of the Chief of Department or a higher ranking Staff Officer, the Duty officer may make such determination.

##### Section B

Where such emergency leave is granted, the employee shall notify the Chief of Department, when feasible within the twenty four (24) hour period, as to when he will report for duty and the status of the emergency. Any additional time requested shall be at the discretion of the Chief of Department or his designee.

#### ARTICLE 26 - BEREAVEMENT LEAVE

##### Section A

In the event of the death of an adult in the immediate household of an employee and said adult is not the parent of children under the age of eighteen (18) years, or in the event of the death of the child of an employee, seven (7) consecutive calendar days of leave shall be granted with pay. When the spouse of an employee dies and leaves children under the age of eighteen (18) years in the immediate household, then twelve (12) consecutive calendar days of leave shall be granted with pay.

##### Section B

In the event of a parent, grandparent, mother-in-law, father-in-law, brother or sister, brother-in-law or



sister-in-law not residing permanently in an employee's household, seven (7) consecutive calendar days shall be granted with pay as in Section A.

Section C

In the case of the death of any other relative of an employee, the employee may be granted one (1) shift leave with pay to attend the services for the deceased.

Section D

Additional leave may be granted by approval of the Board of Fire Commissioner upon application through the Chief of Department due to extenuating circumstances.

ARTICLE 27 - SICK LEAVE

Sick leave shall be granted at the discretion of the District and the District, at its discretion, will require medical statement by employee's personal physician or certification by District's medical officer during the period of illness and/or before return to duty. The District's form (Addendum A) will be used, and the District shall pay the costs not covered by insurance.

Any employee who does not take any sick leave in a calendar year will receive four (4) days' pay. Any employee who takes only one (1) day of sick leave in a calendar year will receive three (3) days' pay. Any employee who takes only two (2) days of sick leave in a calendar year will receive two (2) days' pay. Any employee who takes only three (3) days of sick leave in a calendar year will receive one (1) day's pay. The payments hereunder shall be computed at the rate of twelve (12) hours per day and payable December 31st of each year. To be eligible for such payments, the employee must work a minimum of six (6) months in the calendar year. Service between six (6) months and a full calendar year shall result in pro-rated payments.

ARTICLE 28 - GML SECTION 207-A PROCEDURE

Section 1 - Statement of Intent

This procedure is intended to regulate, after the effective date set forth in Section 16, the application for, award, continuation, discontinuation and modification of, benefits for Fairview Fire District personnel represented by Local 1586 of the IAFF, Greenburgh Uniformed Professional Firefighters Association, Inc. or other paid firefighter of the Fairview Fire District ("Member"), under Section 207-a of the General Municipal Law ("GML 207-a"). This procedure is not intended to limit, supplant, eliminate, restrict or otherwise modify



legal requirements, prohibitions, entitlements or rights, whether conferred by statute or case law, nor to expand in any way those requirements, prohibitions, entitlements or rights to the extent they are not inconsistent with this procedure.

Section 2 - Notification of Injury or Illness

In the case of any injury of illness incurred in the performance of duty which requires medical care and treatment or which disables a member from his or her assigned duties, whether regular or light duty, shift or otherwise, the member shall immediately notify the shift officer or the Chief of Department. The shift officer will then, prior to the end of his or her shift, prepare, assist in the preparation with the member, or have the member prepare a written Accident/Injury report, and file same with the shift report.

Section 3 - Application for Benefits

Application for GML 207-a benefits for a member may be made by any person.

Section 4 - Timeliness

An application shall be deemed "untimely" unless it is made within ten (10) days after the date of the injury or illness or within ten (10) days after the member discovers, or should have discovered, the injury or illness or within ten (10) days after the member receives first medical treatment for an injury or illness about which notification was given properly under Section 2 of this procedure. The Chief of Department may, in his or her discretion, excuse a failure to make an application within the ten (10) day period upon a showing of good cause. Where the district raises an issue of timeliness, the burden of proof to show the application was made timely rests with the member.

Section 5 - Application Form

The application must be made in writing on a form available from the Secretary of the Fire District (Specimen of such form is attached hereto and made a part hereof.)

Section 6 - Medical Examinations

After the filing of said application, the member may be required to submit to one or more medical examinations for treatment and/or evaluation, with the cost of such examinations to be borne by the Fire District. Nothing contained herein shall limit the member's rights and privileges with respect to his or her medical treatment.



Section 7 - Initial Determination by Chief of Department

The Chief of Department shall have the exclusive authority to initially determine the member's eligibility for benefits under GML 207-a. Prior to doing so, the Chief of Department shall have the authority, but is not required, to conduct an investigation of the facts concerning the application and to request the release of the member's past medical records relevant to the injury or illness claimed. The Chief of Department shall render a written decision on the application within ten (10) days after receipt of all necessary information. A copy of the decision shall be mailed to the member at the address specified in the application.

Section 8 - Time Charged

Pending the initial determination by the Chief of Department, time off from the member's work assignment shall be charged to "unassigned sick time." Following the Chief of Department's determination, all time taken, including that initially charged to "unassigned sick time" shall be charged based on the Chief of Department's determination.

Section 9 - Request for Further Evaluation by the Board

If the decision of the Chief of Department is that the member is not eligible for GML 207-a benefits, then at any time within thirty (30) days from the date of such decision, the member may serve by mail or by personal service to the Fire District Secretary a written demand upon the Board of Fire Commissioners for further evaluation of the application. The demand shall contain a statement of the reasons why the member believes further evaluation of the application is necessary.

Section 10 - Determination by the Board

Upon receipt of a timely written demand for further evaluation of the GML 207-a claim, the Board of Fire Commissioners or its designee shall obtain from the Chief of Department all information provided in the application and all information obtained by the Chief of Department pursuant to Section 7 of the procedure. The member may submit additional written information concerning the GML 207-a application to the Board of Fire Commissioners or its designee. The Board of Fire Commissioners or its designee may require the production of additional information concerning the claim and/or may conduct an informal conference with the member or with the Chief of Department. The Board of Fire Commissioners or its designee shall render a written decision on the GML 207-a application no later than sixty (60) days after receipt of the demand.

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Section 11 - Demand for Arbitration

If the member is not satisfied with the decision of the Board of Fire Commissioners and wishes to appeal its determination, the member shall file within thirty (30) days of the date of the Board of Fire Commissioners' decision a written demand for Arbitration, pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association, by an Arbitrator to be selected by the following procedure:

- (1) On or prior to the effective date of this procedure, and on or within ten (10) days of each anniversary date of the effective date of this procedure, the Fire District and the collective bargaining unit shall each serve upon the other a list of three (3) individuals acceptable as arbitrators.
- (2) With his or her written demand for arbitration pursuant to this section, the member shall serve a copy of the Fire District's list of three (3) arbitrators, from which the member shall strike one (1) of the listed arbitrators, leaving two (2) remaining arbitrators. Within twenty (20) days of the date of the written demand for arbitration, the Fire District shall serve a copy of the collective bargaining unit's list of three arbitrators, from which the Fire District shall strike one (1) of the listed arbitrators, leaving two (2) remaining arbitrators.
- (3) From the remaining four (4) arbitrators, there shall be a single arbitrator chosen by lot in the presence of the member or his or her chosen representative and a representative of the Fire District.

The parties may mutually agree to an alternative procedure involving a pre-approved list which, if established, will supplant the above procedure.

Section 12 - Arbitration

The parties to the arbitration shall be the Fire District and the member. The member's costs shall not be paid by the Union. All costs billed by the arbitrator shall be borne equally by the Fire District and the member. All other costs shall be paid by the party incurring same.

The Arbitrator shall have the authority to decide, de novo, the application for GML 207-a benefits. The Arbitrator shall have the authority to consider and decide all allegations and defenses made with regard to the GML 207-a claim, but regarding timeliness, the Arbitrator shall be bound by the burden of proof set forth in Section 4. In the event of a dispute between the parties as to the nature of the proceeding, the Arbitrator shall first decide whether the proceeding presents an issue of a member's initial entitlement to GML 207-a benefits or whether the proceeding presents an issue of termination of GML 207-a benefits. In the event the Arbitrator decides that the matter presents an initial GML 207-a claim, the member shall have the burden of proof by a

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preponderance of the evidence that he or she is entitled to receive the benefits set forth in GML 207-a with respect to an injury or illness alleged to have occurred in the performance of his or her duties. In the event the Arbitrator decides the matter presents a termination of GML 207-a benefits, the Fire District shall have the burden of proof by a preponderance of the evidence that the member is no longer eligible for GML 207-a benefits. In such event, the member's status shall be modified only by an arbitrator's award or the member's exhaustion of his/her remedies under this procedure.

The Arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from, the provisions of this procedure. The Arbitrator shall have no authority to make a decision on any issue not submitted or raised by the parties.

The decision and award of the Arbitrator shall be final and binding upon the parties, subject however, to a review of the Arbitrator's award pursuant to Article 75 of the CPLR.

#### Section 13 - Discontinuation or Modification of Benefits

The Chief of Department may periodically review cases of members receiving GML 207-a benefits for the purpose of determining whether a member continues to be entitled to such benefits, and may from time to time require a member to submit to an examination by a physician.

Upon receipt of a report from the designated physician that the member is able to perform the duties of his or her position or to perform a light duty assignment, the Chief of Department shall notify the member of the change in status. The Chief of Department shall cause service of a written notice of same setting forth the effective date and particulars thereof and a copy of the physician certification to be made upon the member.

If the member disagrees with the notification, he or she may serve upon the Board of Fire Commissioners within thirty (30) days after the date of the Chief of Department's notice, a written appeal for review of the determination, specifying the basis for the demand. Thereafter, the member's right to review the Chief of Department's determination shall proceed as set forth above in Sections 9, 10, 11 and 12.

#### Section 14 - Severability

In the event that any section or portion of this procedure is found to be invalid by a decision of a tribunal or court of competent jurisdiction, then such specific section or portion shall be of no force and effect,



but the remainder of this procedure shall continue in full force and effect. Upon the issuance of a decision invalidating any section or portion of this procedure, either party shall have the right to reopen negotiations with respect to a substitute for such invalidated section or portion of this procedure.

Section 15 - Representation

A member at his or her own expense may have a representative of his or her choosing at any stage of this procedure.

Section 16 - Effective Date

This procedure shall take effect on January 1, 1994 at 12:01 a.m. and shall apply to any application for GML 207-a benefits based upon any injury or illness first incurred on or after that date.

ARTICLE 29 - ABSENTEEISM

Employees not expecting to work because of emergencies or other justifiable causes shall notify the officer in charge as soon as possible when realizing such situations.

If a member reports for Jury Duty during the day and the member is selected to serve on a jury, the member would be released from duty on the night shift upon timely notification to the officer in charge.

ARTICLE 30 - HOLIDAYS

Section A

All employees covered under this Agreement shall be paid for fourteen (14) holidays, whether worked or not.

Section B

Holiday pay shall be computed at twelve (12) hours times the employee's hourly rate. Said hourly rate shall be attained by dividing an employee's annual salary by two thousand and eighty (2080) hours.

Section C

A holiday falling in an employee's vacation period shall not be charged against such vacation period. This will apply only to the first person in a group picking his/her vacation during a holiday. If an employee's birthday holiday falls on a regularly scheduled holiday, that employee may use the preceding or following shift in that tour as his/her birthday holiday.

Section D



The names of the holidays described in Section A of this Article follow: New Year's Day, Martin Luther King's Birthday, Lincoln's Birthday, Washington's Birthday, Easter Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veterans Day, Thanksgiving Day, Christmas Day and employee's birthday.

For purposes of this contract the official dates observed by the State shall apply to the holidays above.

#### ARTICLE 31 - SAFE APPARATUS AND VEHICLES

Any employee assigned to drive or ride any apparatus or vehicle shall report any defect, malfunction or unsafe condition immediately to an officer on duty. If said condition exists, the officer shall immediately report to the Chief of Department for a final determination. If the Chief of Department cannot be reached for a determination or another Staff Officer cannot be reached, then the Officer on Duty shall make the final determination as to what repairs should be made, if possible, or to keep the apparatus or vehicle in service for emergency use. If the vehicle is determined to be unsafe, it shall be removed from service.

#### ARTICLE 32 - HEALTH AND SAFETY COMMITTEE

A. There shall be a joint committee of approximately three (3) members appointed by the District and three (3) members appointed by the Union employed by the employer who shall meet a minimum of four (4) times per year for the purpose of discussing issues of health and safety.

The purpose of this committee is to encourage full discussion of issues concerning health and safety. It is to meet and attempt to reach consensus as to approaches to encourage a healthy and safe working environment. It must be understood that this committee is not intended as a substitute for the grievance process, nor is it intended in any way to set forth obligations upon either the District or the Union.

B. Each member of the Department will be required to work two (2) training days overtime per year as a group assigned by the Chief of Department. This training is to be held at the Fire Training Center in Valhalla or another facility approved by the Chief of Department. The two (2) training days will be at time-and-a-half overtime.

#### ARTICLE 33 - UNIFORMS

##### Section A

The Fire District shall supply, at District's expense, the following uniforms for all permanently



appointed employees, including turnout gear:

One (1) Dress Blue Uniform, including a Dress Blue Hat, a name plate, an I.D. card, and a hat and breast badge

Section B

In addition to the Dress Blue Uniform, an employee shall receive the following work uniforms annually.

Work uniforms shall be NFPA compliant.

- 3 pairs of work pants
- 3 long-sleeved work shirts
- 3 short-sleeved work shirts

At the time of appointment, a new member will receive five (5) pairs of work pants and eight (8) shirts.

ARTICLE 34 - REPAIRS AND MAINTENANCE

All repairs and maintenance, except major repairs, required in the operation of apparatus, equipment, house and grounds, shall be performed by employees where and when it is necessary. Assignment to these duties shall be at the discretion of the Chief of Department or the Duty Officer in charge.

The term "major repairs" is intended to encompass operations for which permits are required to undertake, and other cases where the skills or equipment to do the job are not reasonably available to the District without resort to outside contractors.

ARTICLE 35 - GRIEVANCE PROCEDURE

Section A

A grievance is defined as a complaint arising from an alleged violation, difference of opinion, misinterpretation or inequitable application of this Agreement. District rules or regulations are to be exempt from this Article. All correspondence shall be by certified mail or hand delivery.

Section B

A direct order by a Superior Officer under all circumstances must be carried out to the best ability of the employee, and objections raised at a later date through the following grievance procedure. Prior to formal presentation of the grievance, every effort shall be made to find ways and means of identifying and possibly overcoming the grievance by discussions with the employee's immediate superior or, in the case of a Union grievance, the Chief of Department. In the event that an employee and/or the Union shall present a formal



grievance, such grievance shall be handled in the following manner:

Step 1: Within thirty (30) days following the date on which the alleged grievable incident occurred, or within thirty (30) days of the time the grievant became aware or reasonably should have been aware of the events giving rise to the grievance, whichever is later, an aggrieved employee shall initiate his grievance in writing to the Chief of Department. The Chief of Department shall schedule a meeting at a mutually acceptable time to be held within thirty (30) days of the written submission of the grievance.

The determination by the Chief of Department of the grievance meeting shall be in writing, and copies submitted to the aggrieved employee or his representative and the Union within ten (10) working days of the meeting with the Chief of Department. If the Chief of Department's determination is not satisfactory to the aggrieved employee, he shall have the right to appeal to the next step in the grievance procedure.

Step 2: An appeal from the Chief of Department's determination at Step 1 shall be forwarded in writing to the Chief of Department within twenty (20) days of his determination. The Chief of Department shall present the request, along with a copy of his determination, to the Board of Fire Commissioners at their next regular meeting. The Board of Fire Commissioners may schedule a Step 2 meeting at their next regular and/or special meeting. The Board of Fire Commissioners, the Chief of Department, the aggrieved employee and his Union Representative, and any other employee or witness required shall attend the Step 2 meeting. All parties shall make a sincere effort to reach a satisfactory resolution through discussion. Within twenty (20) days of its meeting, the Board of Fire Commissioners will issue a determination in writing to the aggrieved employee or the Union Representative. In the case of an employee's grievance, he shall be represented at a Step 2 meeting by the Union President or his appointed Representative. In the case of a general Union Grievance, the Union President and two (2) of his appointees shall represent the Union.

If the Board does not schedule a hearing under Step 2, it shall notify the Union, in writing, within thirty (30) days, of its decision and the Union may proceed to Step 3 within the time limits outlined below.

Step 3: If, after completion of all steps provided for at the Department level, such grievance has not been resolved, the Union and/or the Fire District shall have the right to ask for a Voluntary Grievance Arbitration in accordance with the rules and regulations of the Public Employment Relations Board, Chapter 7, Part 205, Arbitration. Notice of the Union's intent to proceed to arbitration shall be made to the Board of Fire



Commissioners within thirty (30) days following the receipt of the Board's determination at Step 2. Such arbitration shall be final and binding on both the Fairview District and the Union. The Arbitrator shall have no jurisdiction, power or authority to amend, modify, supplement or vary any provision of this Agreement.

Section C

The time limits contained in this Article may be modified by mutual agreement. Any grievance decision not appealed within the prescribed time limits set forth in this Agreement following the receipt of determination of the appropriate department official shall be considered settled on the basis of such determination and shall not be subject to further appeal. In the event any Fire Department Officials fail to comply with the prescribed time limits herein, the grievance shall automatically advance to the next step.

Section D

The fees and expenses of the arbitrator shall be borne equally by the parties. The Board and the Union shall bear the expense of their respective witnesses and any other expenses they may incur.

ARTICLE 36 - SEVERABILITY

If any section, paragraph, subdivision, clause, phrase or provision of the Agreement between the parties is judged invalid or held unconstitutional, the same shall not affect the validity of the contract, as a whole or any part or provision thereof, other than the part so ruled to be invalid or unconstitutional.

ARTICLE 37 - PAYROLL DEDUCTIONS

Payroll deductions for any recognized savings, loan or commercial bank institution and credit union should be made available to all employees.

ARTICLE 38 - DISCIPLINE

Members of the bargaining unit who are brought up on charges shall be prosecuted pursuant to the provisions of the Civil Service Law, provided, however, that the suspension without pay for employees charged with offenses relating to activities occurring off the job may be forty-five (45) days instead of thirty (30) days.

Members of the unit shall be entitled to Union representation at any disciplinary meeting or at any meeting at which the Chief of Department notifies the member that disciplinary action may be taken. In meetings with the Chief of Department, the Union Representative shall be a member of the Local employed by

**PHYSICIAN STATEMENT**  
(for non-work related injuries/illnesses)

Name of Patient: \_\_\_\_\_

Nature of injury/illness:

Treatment rendered by physician:

Can the above named individual return to regular duty immediately?

Yes: \_\_\_\_\_

No: \_\_\_\_\_ Expected Date of Return: \_\_\_\_\_

Can the above named individual return to modified duty immediately?

Yes: \_\_\_\_\_

No: \_\_\_\_\_ Expected Date of Return: \_\_\_\_\_

If yes, check all modified duty descriptions that the above named individual is able to perform and indicate work schedule(s). See reverse side of form.

Additional comments:

What treatments will be required to rehabilitate patient to full or modified duty?

How is rehabilitation progressing?

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

\_\_\_\_\_  
Signature of attending physician

Address: \_\_\_\_\_

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the Employer. In other meetings covered by this provision the Union Representative may be a member of the Local who is not an employee of the Employer, provided the attendance by such representative will not result in any delay of such meeting.

ARTICLE 39 - TAYLOR LAW NOTICE

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 40 - DURATION

This contract shall be in effect from January 1, 2008 through December 31, 2011.

\_\_\_\_\_  
FOR THE UNION  
*Keith A. Hill*  
*Paul Fournier*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Ray Scorselli*  
\_\_\_\_\_  
FOR THE FIRE DISTRICT  
*Paul O. Gyll*  
\_\_\_\_\_  
*James Robinson*  
*Dickie Robinson*  
*Peter L. Keating*  
\_\_\_\_\_

In the Presence Of:  
\_\_\_\_\_

*Robert Maurer*  
\_\_\_\_\_

*KS*  
*[Signature]*