

**VILLAGE OF LARCHMONT  
AND  
LARCHMONT PROFESSIONAL  
FIRE FIGHTERS ASSOCIATION**

COVERING

FIRE DEPARTMENT  
FOR  
THIRTY-SIX MONTH CONTRACT

**JUNE 1, 2004 THROUGH MAY 31, 2007**

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The Village of Larchmont, New York (hereinafter referred to as the "Village" or the "Employer," as the case may be), and the Larchmont Professional Fire Fighter's Association, Local 895, International Association of Fire Fighters, AFL-CIO, CLC, (hereinafter referred to as the "LPFFA"), in order to increase general efficiency in the Fire Department, to maintain the existing harmonious relationship between the Fire Department employees and the Community, and to promote the morale, rights and well-being of the members of the Fire Department and the Community, hereby agree as follows:

### ARTICLE 1 - RECOGNITION

Section 1. The Village recognizes the LPFFA as the sole and exclusive bargaining agent for all full-time permanent paid members of the Fire Department through and including the rank of Captain, all of whose job classifications are listed in Appendix "A" of this Agreement.

### ARTICLE 2 - UNION SECURITY

Section 1. Each employee who is a member of the LPFFA shall maintain his/her membership in the LPFFA. All new Employees may, within 90 days, apply for membership in the LPFFA. If any Employee does not join the LPFFA, the following rules of the Agency Shop shall apply.

Section 2. The Village recognizes the form of union security known as "Agency Shop." Future employees who are not members of the Union and who do not make application for membership within ninety (90) days after commencement of their employment, or in the case of present employees, within thirty (30) days after the execution of this Agreement, shall as a condition of employment, have deducted from their wages for payment to the Union by the Village, an amount of money (to be called the "Agency Shop Fee") equal to the regular Union dues, as a contribution towards the administration of this Agreement. The Union shall be solely responsible to account to such employees for the receipt and disbursement of all funds collected pursuant to this paragraph, and shall indemnify and hold the Village harmless from all loss and liability, including without limitation, all costs of defense on account of any claims asserted by any person relating to the collection, disbursement or purposes for which such funds may or shall be used. Notwithstanding the foregoing, this Section shall not be construed to prevent the Village Counsel from appearing or participating in any litigation to which the Village is a party. Deductions shall be made commencing on the first payroll following the end of the respective ninety (90) or thirty (30) day period for application for membership.

The Union and the Employees who sign such dues deduction authorization cards, jointly and severally agree to indemnify and hold the Employer harmless against any claims, loss, liability and expense arising out of or in connection with such dues deduction and the use thereof by the Union.

### ARTICLE 3 - UNION DUES DEDUCTION

Section 1. The Village agrees to deduct from the paycheck of each Employee who has signed an authorization dues payment card, the amount certified by an officer of the Union as Union Dues or Special Deductions. Deductions will be made from the payroll bi-monthly and the total dues collected will be delivered to the Treasurer of the Union within seven (7) days of such withholding. Said dues deductions will commence with the first full pay period following the date of adoption of this contract. In the case of any change in the amount of dues deductions (any increase in Union Dues), the Village will be so notified of the change, and said changes will be deducted from the member's paycheck on the next following pay period following the notification of change.

### ARTICLE 4 - EMPLOYEES TO RECEIVE A COPY OF THE CONTRACT

Section 1. The Village shall give to each present Employee, and to each Employee when he/she is hired, a copy of the Agreement.

### ARTICLE 5 - PROBATIONS

Section 1. The probationary period for a new employee hired in the Department, from the outside, shall be twelve (12) months from the date of employment.

Section 2. The probationary period for a promotion to the position of Lieutenant or Captain shall be twenty-six (26) weeks from the effective date of promotion.

### ARTICLE 6 - HOURS

Section 1. Hours of Duty The hours of duty shall be established by the Fire Department so that the average weekly hours of duty in any one year, other than hours during which such members may be summoned and kept on duty because of major fire, sickness, emergencies or other, shall be forty (40) hours. The Day Tour, shall consist of ten (10) hours, to start at 8:00 AM and to expire at 6:00 PM; the Night Tour shall consist of fourteen (14) hours, to start at 6:00 PM and to expire at 8:00 AM.

To the extent possible, whenever additional personnel are called into duty, firefighters shall be called to replace firefighters and Lieutenants to replace Lieutenants.

Section 2. It is understood that due to the nature of the work schedule, an employee will from time to time, work more than forty (40) hours in a week. The parties have agreed that on average, a firefighter's schedule results in a forty-two (42) hour work week. In consideration of this schedule, an employee is provided one hundred and four (104) hours of compensatory time known as "Kelly

Time.” If a firefighter is absent from work due to illness, off the job injury or job related injury, or leave of absence, for more than thirty (30) days in a calendar year, the calculation of the “Kelly Time” shall be as follows:

A firefighter absent for less than thirty (30) days shall not have Kelly Time prorated. A firefighter absent for thirty (30) days or more shall have Kelly Time prorated back to the first day of absence. Kelly Time shall be prorated by converting the total number of days of absence into weeks. For each week of absence, the Kelly Time entitlement of one hundred and four (104) hours shall be reduced by two (2) hours. For purposes only of calculating Kelly Time, a week shall be defined as seven (7) days.

### ARTICLE 7 - GRIEVANCE PROCEDURE

Section 1. The grievance procedure of the collective bargaining agreement shall modified as follows for future cases initiated on or after January 1, 2005.

- (a) If the grievance deals with an operational issue the current procedure in the collective bargaining agreement will be followed.
- (b) If the grievance involves issues of contract interpretation or economic issues the first stop of the grievance procedure will be to the Village's Personnel Officer with an appeal to the Mayor. If the Personnel Officer believes the grievance involves operational issues he or she will refer the grievance back to the Fire Chief for a response.
- (c) Any grievance which is not responded to in a timely manner shall automatically be deemed advanced to the next step of the grievance procedure.
- (d) In any case where either party so desires, subsequent to the Mayor's response to the grievance and prior to filing a demand for arbitration, an informal conference between representatives for the parties will be conducted to attempt to resolve the grievance and/or explain the positions of the respective parties. Any discussions which occur at the information conference will not be used cited or disclosed in subsequent proceedings.

Upon the written consent of both parties to the agreement, grievances may be resolved under the following modified expedited procedure. A stipulated issue with stipulated facts will be prepared and signed by both parties. Any argument pertaining to the grievance shall be submitted to the Arbitrator in writing or, upon the consent of the parties, in a conference call to the Arbitrator. If the parties are unable to agree upon any procedural issue pertaining to the expedited arbitration, including the designation of the Arbitrator, the grievance will be submitted under the regular grievance procedure discussed above in this stipulation.

Section 2. This procedure is established to seek an equitable resolution of problems that arise as a result of an employer-employee relationship within the Fire Department. The intent of the Grievance procedure shall be to settle employee grievances on as low an administrative level as possible so as to insure efficiency and maintain employee morale.

Section 3. A grievance initiated on or before December 31, 2004 for purposes of this procedure shall be considered to be an employee or LPFFA complaint concerned with:

- (a) Discharge, suspension or other disciplinary action against an employee covered by this agreement. An employee who exercises his/her option to grieve under this provision, waives his/her right to proceed under the provisions of the Civil Service Law.
- (b) Application and interpretation of the articles and sections of this Agreement.

Section 4. Time extensions beyond those stipulated in the Agreement following this procedure may be arrived at by mutual agreements of the parties concerned.

Section 5. (a) Any aggrieved employee may use this grievance procedure with LPFFA assistance.

(b) Step #1

Any department employee may, with a LPFFA representative, discuss his grievance with his immediate supervisor, or at the level of the origin of the grievance. The grievance shall be filed within fifteen (15) calendar days of the time of the grievance or the time the grievant became aware or should have become aware of the facts giving rise to the grievance.

Step #2

If the supervisor and the employee cannot reach an agreement on the grievance, the grievance shall be transposed into writing, signed by the aggrieved or his representative, and submitted within fifteen (15) working days of the submission at Step 1 to the Chief of the department who shall use his best efforts to settle the dispute. The Chief of the department shall submit his decision in writing to the aggrieved employee and his representative within fifteen (15) calendar days of the receipt of the grievance.

Step #3

If the complainant and his representative are not satisfied with the decision rendered by the Chief of the department, he/she or his/her representative shall submit the grievance in writing to the Mayor within fifteen (15) calendar days of the receipt of the written report. The Mayor shall within fifteen (15) calendar days of the receipt of the written grievance, submit his decision in writing to the complainant and his/her representative.

Step #4

(a) If the grievance shall not have been disposed of to the satisfaction of the aggrieved, either party may submit it to an arbitrator within ten (10) calendar days after receipt of the Mayor's decision. The arbitrator shall be selected from a list supplied by the New York State Public Employment Relations Board and shall be appointed in accordance with the then prevailing rules of that Board.

(b) The arbitrator shall have no authority to add to, enlarge upon, subtract from or make any recommendations thereto. The decision of the arbitrator shall be final and binding on all parties.

ARTICLE 8 - OVERTIME AND PREMIUM

Section 1. Whenever an employee works in excess of his/her regular work week, or work schedule, as provided for in Article 7, in addition to any other benefits to which he/she may be entitled, his/her overtime pay for such work shall be at the rate of time-and-one-half. The forty (40) hour work week as required by State Law will be the basis used to determine the hourly rate. If an employee works overtime for a full tour of duty (Day Tour or Night Tour), the number of hours for such overtime work shall be considered as twelve (12) hours for each such tour of duty, and further provided that any employee who is called back from off-duty to perform overtime work for any reason, shall be given a minimum of four (4) hours of work on each occasion at the rate of time-and-one-half. The work week schedule of the employee being irregular (in some cases less than 40 hours and in some cases more than 40 hours) overtime shall be paid only for those hours of work that exceed in total time an average of 40 hours a week for the preceding six (6) month period. Rate of pay shall be set forth in Appendix "A."

Section 2. Any employee who is called back from off-duty to perform for any reason shall be given a minimum of four (4) hours of work on each such occasion, at the rate of time-and-one-half. On call back, the employee being called back will report to Fire Headquarters, and the Person in Charge on duty at the time of the call back, for assignment. He/She will be under the direction of the Person in Charge on duty until relieved by said Person in Charge as directed by the Chief of the Department.

## ARTICLE 9 - HOLIDAYS

Section 1. The Village shall pay for thirteen (13) days at straight time pay in lieu of holidays.

Section 2. Holiday pay shall be distributed twice each year as follows:

(a) Six holidays shall be paid in one sum in the first pay period after June 1<sup>st</sup>.

(b) Seven holidays shall be paid in one sum in the first pay period after December 1<sup>st</sup>.

Section 3. Employees who leave the Village's employ for reasons of resignation, retirement or death will receive prorated holiday pay. The holiday pay shall be prorated on the basis of the number of completed months of employment in the year in which the employee leaves the Village's employ. Holidays shall accrue as set forth in Section 1 of this Article.

Section 4. For purposes of holiday pay, a day shall mean nine (9) hours of pay at the employee's hourly base rate of pay at the time of payment.

Section 5. Employees who work the tour of duty beginning Christmas Eve and ending Christmas Day shall receive twelve (12) hours of additional holiday pay at the rate of time and one-half (1½). Employees who work the tour of duty beginning Christmas Day shall receive twelve (12) hours additional holiday pay. Employees who work the tour of duty beginning Christmas Day and ending the day after Christmas shall receive six (6) hours additional holiday pay. A firefighter may, however, receive additional holiday pay for only one of the three days, i.e., Christmas Eve, Christmas Day or Boxing Day (December 26). The maximum additional pay shall be twelve (12) hours.

## ARTICLE 10 - VACATIONS

Section 1. Employees hired prior to June 1, 1998, shall be granted a vacation in each calendar year without loss of pay. Such vacations shall be computed in the following manner:

For one (1) years' service, but less than five (5) - vacation of twelve (12) working days  
For five (5) and more years' service - vacation of eighteen (18) working days

Section 2. Employees hired on or after June 1, 1998, shall be granted vacation in each calendar year without loss of pay. Such vacation shall be computed in the following manner:

1 year of service - 3 days  
2 years of service - 9 days  
3 years of service - 12 days  
4 years of service - 15 days

5 years of service - 18 days

Section 3. Vacations shall be granted to employees with the approval of the Village. Vacations shall be granted with consideration given to maintaining adequate staffing levels and the seniority of employees.

Section 4. Upon termination of employment for reasons of resignation, retirement or death, employees shall receive prorated vacation pay. Their vacation pay shall be prorated on the basis of the number of completed months of employment in their last calendar year as a fraction of twelve months, for example, three-twelfths for three months, five-twelfths for five months, etc...

### ARTICLE 11 - SICK LEAVE

Section 1. a) Probationary employees shall be entitled to paid sick leave for non-duty related injury or illness at the rate of one day for each completed month of employment.

b) Permanent employees shall be entitled to paid sick leave for non-duty related injury or illness at the rate of twelve (12) days per calendar year.

c) Employees shall be entitled to accumulate sick leave without limitation.

d) The Union and Village shall establish a joint labor management committee to attempt to negotiate a sick leave bank. Any sick bank which is negotiated shall be cost neutral to the Village.

Section 2. For all days of paid sick leave occurring after June 1, 1973 and not taken, such paid sick leave will be accumulated and any employee retiring shall be eligible to have eighty percent (80%) of the unused accumulated sick leave applied against the cost of his/her Health Insurance in accordance with Section 167-4 of the Civil Service Law. The remaining twenty percent (20%) of the unused accumulated sick leave shall be paid to the employee at the time of his/her retirement.

Section 3. Because of the possibility of varied hours of work daily in the Fire Department, a day of paid sick leave shall mean eight (8) hours of base pay while the employee is in the active employee of the Village. At retirement, the value of the unused accumulated sick leave shall be determined by multiplying the current daily base rate of pay (eight hours times the current hourly base rate) by the unused accumulated sick leave days total.

Section 4. All employees must produce a doctor's note, upon request by the Village, stating that the employee is physically capable of continuing work if there is reasonable grounds to question the employee's ability to perform the functions of his/her job. Employees returning from leave in excess of seven (7) days shall produce a doctor's note upon request by the Village, and prior to resuming work, stating that the employee is capable of resuming his/her normal work duties.

## ARTICLE 12 - LONGEVITY PAY

Employees shall be entitled to annual payments based on length of service with the Village Fire Department upon the following basis:

Section 1. Employees with over eight (8) years of service, but less than twelve (12) completed years of service as of their anniversary date of employment in any year will receive a payment of \$750.00 in that calendar year and thereafter until they complete twelve (12) years of employment.

Section 2. Employees with twelve (12) years of service, but less than sixteen (16) completed years of service as of their anniversary date of employment in any year will receive a payment of \$800.00 in that calendar year and thereafter until they complete sixteen (16) years of employment.

Section 3. Employees with sixteen (16) years of service or more as of their anniversary date of employment in any year will receive a payment of \$850.00 in that calendar year and thereafter in each calendar year.

## ARTICLE 13 - EDUCATIONAL DEVELOPMENT

The Village and the LFFFA recognizes that the furtherance of fire services is enhanced by training and education of employees and to that end the following policy in connection with such training and education is hereby adopted:

Section 1 (a). Employees shall be entitled to reimbursement for previously approved undergraduate courses in Fire Science upon successful completion of the course as long as the employee attains a grade of "C" or better.

Section 1 (b). The Village will reimburse the employee for the cost of tuition to a maximum of \$200.00 per credit hour.

Section 1 (c). Course work in the specified field of Fire Science shall be subject to the prior approval of the Fire Chief and the Board of Trustees. For purposes of this section, the definition of Fire Science work shall include courses included under the Fire Science Certificate Program offered at Mercy College.

Section 1 (d). The maximum number of courses for which an employee may be reimbursed in any one calendar year shall be four (4).

## ARTICLE 14 - FUNERAL LEAVE

Section 1. In order to permit participation in and attendance at funeral services for a member of the immediate family of an employee, a leave of absence without loss of pay shall be granted to the employee, not to exceed three (3) consecutive days.

Section 2. For purposes of this policy, the term "immediate family" shall be defined as: spouse, child, father, mother, mother-in-law, father-in-law, brother or sister.

Section 3. Leave of absence with pay not to exceed one (1) day will also be granted for the death of any other near relative of the Employee.

## ARTICLE 15 - UNION BUSINESS LEAVE

Section 1. The Village will recognize one employee designated by the LPFFA for the purpose of handling grievances and time so spent shall be without loss of pay.

Section 2. The Village will release two employees without loss of pay or benefits for the purpose of handling contract negotiations.

Section 3. The Village will permit time off with pay for the President of the local union or his designee for a maximum of seven (7) working days or nights, or combination thereof, for the purpose of attending union conventions under the following conditions:

(a) Reasonable advance notice of such meetings must be given to the Chief, stating the name of the member who will be attending and the duration of his/her absence.

(b) No more than one employee shall be absent on any one occasion for that purpose, except on approval of the Chief.

(c) Additional time off, without pay, for the purpose of this Article shall be granted at the discretion of the Chief, in his/her sole opinion, the operations of the department shall not be impaired.

## ARTICLE 16 - LEAVE OF ABSENCE WITHOUT PAY

Upon request of the Chief, and upon approval of the Mayor and Board of Trustees, an employee may, if deemed to be in the best interest of the Village and/or the employee, be granted an unpaid leave of absence for a period not to exceed one year for such reasons not limited to child rearing leave, child adoption leave or educational leave.

All leaves of absence without pay shall be requested in writing as far in advance as possible stating

the reason for the leave and the time requested. A decision on the request shall be furnished in writing by the Chief within twenty (20) days of receipt of each request.

Upon return from such leave, the employee shall be reinstated to the same or comparable position for the salary of the position then in effect.

Such leave of absence shall be without pay or other employee benefits. Seniority shall be retained but will not accrue during such leave. The time while on unpaid leave of absence will not be counted in computing service time for vacation, sick leave, longevity or similar purposes. If an employee wishes to be continued to be covered by any group benefit plan, he/she may do so at his/her own cost.

#### ARTICLE 17 - EXCHANGE OF DUTY

The Chief, or in his/her absence, the Superior Office in charge, shall grant the request of any two employees to exchange tours of duty, when such exchange of tours of duty is requested in writing on forms provided by the Fire Department to the Officer in charge at least four hours prior to the exchange becoming effective, and if such exchange will not impair the efficiency of the Fire Department. There shall be no limit on such exchanges. Neither the Fire Department nor the Village shall be held responsible for enforcing any agreements made between the employees. At no time shall an exchange of duty tour result in additional cost to the Village.

#### ARTICLE 18 - UNIFORMS AND CLOTHING

Section 1. Each employee shall be granted a uniform allowance of four hundred-twenty-five dollars (\$425.00) per year in addition to the initial clothing issue at hiring. Effective June 1, 1998, the clothing allowance shall be increased to four hundred-seventy-five dollars (\$475.00).

Section 2. The cost of one (1) pair of work shoes will be reimbursed to the employee, when replacements are needed, at a cost not to exceed seventy-five dollars (\$75.00) per pair of work shoes.

Section 3. It is understood that the Village will continue to supply bed linen for the dormitories as heretofore provided.

#### ARTICLE 19 - INSURANCE AND PENSIONS

Section 1 (a). The Village agrees to continue in full force and effect the medical and hospitalization insurance plan known as the Empire Plan or a plan providing comparable benefits. The Village agrees to consult with the Union and provide one hundred and twenty (120) days notice of its intention to switch to a comparable plan.

Section 1 (b). The Village shall not be obligated to provide medical and health insurance to employees who are eligible to receive comparable insurance coverage from a plan provided for a spouse. Should the employee's spouse lose eligibility for continued insurance coverage, the employee shall be entitled to enroll in the Village's health insurance plan.

Section 1 (c). Members of the unit who are covered by the Village's health insurance who withdraw from the Village's plan during the life of this Agreement, shall receive \$1,200 if they were covered by the family plan, and \$800 if they were receiving individual coverage, provided they remain uncovered by such plan for a period of twelve (12) consecutive months. Nothing contained herein shall preclude a member from reentering the plan provided, however, that in the case of a member who reenters in less than twelve (12) months, no payment shall be made.

Section 1 (d). Employees hired on or after January 1, 1999 shall be required to contribute 10% of the monthly health insurance cost of an individual plan and 25% of the premium cost if covered by a family plan upon reaching Step 1 Firefighters pay.

Payments hereunder shall be made in the first pay period of December for the number of months uncovered.

Section 2. Guaranteed Ordinary Death Benefit - The Village has taken the necessary steps to elect to provide a guaranteed ordinary death benefit upon the death of an employee intended to be benefitted by this Agreement, pursuant to Section 360(b) of the Retirement and Social Security Law pertaining to Police and Firefighters.

Section 3. Retirement benefits are governed by the Retirement and Social Security Law of the State of New York as adopted by the Village of Larchmont.

Section 4 (a). The Village shall make a lump sum annual payment to the LPPFA in the amount of eight hundred dollars (\$800.00) per full-time employee in the Village's employ as of June 1<sup>st</sup> of each fiscal year. This payment is in lieu of payment premiums for a dental program. The payment shall be made on the first payroll date on or after June 1<sup>st</sup> each fiscal year. Effective June 1, 2004, the Village's dental contribution shall be increased to nine hundred dollars (\$900.00) per member per year. Effective June 1, 2006, the Village's dental contribution shall be increased to one thousand dollars (\$1,000.00) per member, per year.

Section 4 (b). The payment made by the Village shall be utilized by the Union to provide a dental/optical benefit for its members. Upon the Union's request, the Village's contribution can be utilized on a unit wide basis to be contributed toward an alternate employee benefit fund or to purchase a dental and/or optical insurance plan.

## ARTICLE 20 - TRAINING

Section 1. It is agreed by both parties that, in addition to or in excess of all on-duty training that the employee may receive, the employee may also receive off-duty training at his/her regular rate of pay, with any piece of fire apparatus from Fire Headquarters. Such off-duty training shall be at the discretion of the Chief of the Fire Department. The first twenty-four (24) hours of off-duty training time shall be paid at the normal hourly rate of pay. Off duty training time thereafter shall be paid at the rate of one and one-half (1½) times the normal hourly rate of pay.

Section 2. The Village shall be permitted to schedule mandatory callback training for members of the bargaining unit upon the following terms and conditions:

- (a) Notice shall be posted at least sixty (60) days prior to training; and
- (b) A bargaining unit member can be excused from mandatory callback training if (s)he receives prior permission from the Operations Captain. If the Operations Captain denies the request, the fire fighter may appeal it to the Fire Chief; and
- (c) If the mandatory callback training is scheduled on bargaining unit member's vacation time, then such member is excused from such training. If such member opts to attend such training despite scheduled vacation time, then that member shall be given another vacation day. For purposes of this clause only, vacation time shall include the two (2) days prior as well as the two (2) days after the member's scheduled vacation time if the member is not scheduled to work on those days. The Fire Department reserves the right to schedule callback training before vacations are selected.

## ARTICLE 21 - WORKING RULES

The Village will provide guidelines and rules and regulations for the conduct of employees provided the same does not conflict with the provisions of this Agreement. The Board of Trustees shall give the union the opportunity to study changes in rules prior to adoption.

## ARTICLE 22 - MANAGEMENT RIGHTS

The Union recognizes that the management of the Village, the control of its properties and maintenance of order and efficiency is solely the responsibility of the Village. The Union further recognizes that these rights include, but are not limited to, the right of the Village to direct its work force, to make all decisions as to the operation of the Village system and its work force, including, but not limited to, the increase and/or decrease in the work force, discipline and all other rights normally inherent in the right of management, except as otherwise may be limited by the express

terms of this Agreement, and the failure to assert any of these rights shall not be deemed to be a waiver thereof.

#### ARTICLE 23 - VALIDITY CLAUSE

Should any part of this Agreement or any portion thereof be rendered or declared illegal, legally invalid or unenforceable, by a court of competent jurisdiction or by the decision of an authorized governmental agency, such invalidation of any part or portion shall not invalidate the remaining portions thereof, which remaining provisions of the Agreement shall continue in full force and effect. Upon such invalidation, the parties agree to meet immediately and to negotiate substitute provisions for such parts or provision rendered or declared invalid or illegal.

#### ARTICLE 24 - UNION BULLETIN BOARD

The Village shall designate one bulletin board at the Fire Headquarters for the purpose of posting notices concerning LPPFA business and activities.

#### ARTICLE 25 - PERSONAL LEAVE

Personal leave days off with pay may be taken upon request. Except in emergencies, the request shall be in writing and submitted to the Chief of the Department, or in his/her absence his/her designee, no less than 48 hours prior to the requested day or days off. The total number of personal leave days off shall not exceed two (2) days in any calendar year.

#### ARTICLE 26 - JOINT LABOR-MANAGEMENT COMMITTEE

A joint Labor-Management Committee shall be established to foster better relations between the Village and the Union. The Committee shall have the power to make non-binding recommendations to the parties to this Agreement on subjects including work schedules and mutual exchanges of duties.

#### ARTICLE 27 - GENERAL MUNICIPAL LAW 207-A PROCEDURE

The procedure attached to this Agreement as Appendix "B" shall serve as the Village's policy with respect to matters subject to the provisions of General Municipal Law Section 207-a.

## ARTICLE 28 - GENERAL PROVISIONS

Section 1. When an officer is not on duty, the Senior Man shall be the Supervisor and Person in Charge, and his/her compensation shall be at the Lieutenant's rate of pay.

Any time an Employee works at a higher rank than his/her own because of vacation, sickness or otherwise (except as described above in this Section 1) for one full shift, he/she shall be paid at the higher rank for each consecutive shift thereafter that he/she works such rank until he/she returns to his/her normal rank.

Section 2. To the extent possible, whenever additional personnel are called into duty, firefighters shall be called to replace firefighters and Lieutenants to replace Lieutenants.

Section 3. Absenteeism - Employees not expecting to work because of emergencies or other justifiable causes, must notify their respective superior officer as early as possible before scheduled time.

Section 4. In justice and in fairness to the Village and the taxpayers, all employees shall be required to report to work on time, shall not leave the job early, shall be prompt in reporting to their assigned duties and shall faithfully perform their duties.

Section 5. It shall be the responsibility of any employee having custody of any Fire Department property to see that it is properly cared for, kept clean and returned to its place of storage.

Section 6. Each employee not having been examined previously shall be given an electrocardiogram or equivalent examination.

## ARTICLE 29 - SAVINGS CLAUSE

Section 1. The Village retains all rights it had prior to the signing of this Agreement, except as such rights are specifically relinquished or abridged by this Agreement.

Section 2. All other terms and conditions of employment as well as all other benefit programs now enjoyed by Employees which are not specifically provided for or abridged in this Agreement are hereby protected by this Agreement.

## ARTICLE 30 - SALARY ADMINISTRATION

The classification and wage schedules in effect during this Agreement are shown as below:

	3.8% 6/1/04	3.8% 6/1/05	3.7% 6/1/06
Starting Firefighter	\$25,950	\$26,936	\$27,933
1 <sup>st</sup> Grade Firefighter	\$69,494	\$72,135	\$74,804
Lieutenant	\$80,705	\$83,772	\$86,872
Captain	\$84,741	\$87,961	\$91,216

The annual in-grade salary increase shall equal the starting salary of an employee subtracted from the salary of a sixth year firefighter at the time of employment, divided by five. Salary increments will be given on the employee's anniversary date. Firefighters in-grade shall receive the dollar amount of any increase granted to a sixth year firefighter.

Effective August 1, 2001, the salary steps for newly appointed Fire Lieutenants are eliminated. Effective on that date, Lieutenants shall be paid at the contractual job rate for Fire Lieutenant notwithstanding the language contained in the Memorandum of Agreement ¶ 6, Appendix "D", on page 27 of this Agreement.

Effective June 1, 2001, the individual, if any, designated by the Village Board as Operations Captain shall receive a stipend of \$3,600 annually. This amount shall be prorated and paid as part of the Operations Captain's regular salary during such time that the individual actually serves as Operations Captain.

## ARTICLE 31 - DURATION

Section 1. This Agreement shall be in effect on June 1, 2004 and shall remain in effect through May 31, 2007.

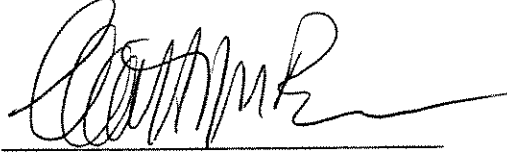
Section 2. It shall automatically be renewed from year to year thereafter unless either party to this Agreement shall have notified the other party by registered or certified mail by one hundred twenty (120) calendar days prior to such expiration date.

Section 3. Negotiations shall be entered into within fifteen (15) calendar days of the receipt of a proper notice for the purpose of negotiating such amendment or modification.

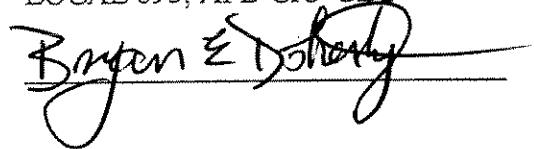
Section 4. IT IS AGREED BY AND BETWEEN THE PARTIES, THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW, OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL

IN WITNESS THEREOF, the parties have caused their names to be signed this \_\_\_\_\_ day of ~~January~~, 2004.  
June

VILLAGE OF LARCHMONT



LARCHMONT PROFESSIONAL  
FIRE FIGHTERS ASSOCIATION  
LOCAL 895, AFL-CIO-CLC



## APPENDIX "B"

### GENERAL MUNICIPAL LAW SECTION 207-A PROCEDURE

#### Section 1

This policy is intended to provide a procedure to regulate both the application for, and the award of, benefits under section 207-a of the General Municipal Law (hereafter referred to as "GML 207-a"). This policy is not intended to limit or eliminate any additional requirements or benefits regarding GML 207-a set forth in the statute or case law, or to modify any requirements set forth in the Larchmont Fire Department Rules and Regulations to the extent that such Rules are not inconsistent with this procedure.

#### Section 2

A member shall notify the Officer on Duty as soon as possible of any injury in the performance of his duties or sickness as a result of the performance of duties which necessitates medical or other lawful remedial treatment. Said injury or sickness shall hereafter be referred to for purposes of this procedure as a GML 207-a disability.

#### Section 3

Application for GML 207-a benefits for a member of the Department may be made by the member, the Chief, or some other person acting on behalf of such member.

#### Section 4

An application shall be deemed "untimely" unless it is served upon the Chief within thirty (30) days after the date of the injury or sickness upon which the application is based or within thirty (30) days after the member discovers, or should have discovered, the injury or sickness upon which the application is based. The Chief may, in his discretion, excuse the failure to file the application within the thirty (30) day period upon a showing of good cause.

#### Section 5

The application must be made in writing on the form attached to this procedure.

#### Section 6

After the filing of said application, the applicant shall submit to one or more medical examinations as provided by law.

### Section 7

The Chief shall have exclusive authority to initially determine the applicant's eligibility for benefits under GML 207-a. The Chief shall have authority to conduct a full investigation of the facts concerning the application.

### Section 8

Pending the determination of an application, time off taken by the applicant after submission of said application and alleged to be attributable to the injury or sickness which gave rise to the claim for GML 207-a benefits shall be charged based on the determination.

### Section 9

The Chief shall render a written decision on the application for benefits within thirty (30) days after receipt of all necessary information as indicated in Section 6 above. A copy of the decision shall be mailed to the applicant at the address specified in the application.

### Section 10

If the decision is that the applicant is eligible for GML 207-a benefits, then the applicant shall be so categorized and pursuant thereto any time off taken due to such injury or sickness shall be charged to GML 207-a leave. The member's GML 207-a benefits shall continue so long as the member remains eligible.

### Section 11

If the decision of the Chief is that the applicant is not eligible for GML 207-a benefits, then at any time within thirty (30) days from receipt of such decision, the applicant may serve a written demand on the Mayor or her designated representative for further evaluation of the application. The demand shall contain a statement of the reasons why the applicant believes further evaluation of the application is needed.

### Section 12

Upon receipt of a timely written demand for further evaluation of a GML 207-a claim, the Mayor or her designee shall obtain from the Fire Chief all information provided in the application and pursuant to Section 7 of this procedure. The applicant may submit additional written

information concerning his GML 207-a claim to the Mayor or her designee. The Mayor or her designee may require the production of additional information concerning the claim and/or may conduct an informal conference with the applicant. The Mayor or her designee shall render a written decision on the GML 207-a claim no later than fourteen (14) days after receipt of all necessary information required pursuant to this Section 12.

### Section 13

In the event the applicant is not satisfied with the decision at the Mayor level and wishes to appeal the decision, the applicant shall file within thirty (30) days of receipt of the Mayor's decision, a written demand for arbitration of his GML 207-a claim. The claim shall be submitted to binding arbitration pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association in White Plains.

The parties to the arbitration shall be the Village and the member involved. All costs billed by the arbitrator and the administrative agency shall be borne equally by the Village and the member. All other costs shall be paid by the party incurring such costs, i.e., witnesses, exhibits, transcripts, etc.

### Section 14

The Arbitrator shall have the authority to decide, de novo, the claim of entitlement to GML 207-a benefits. The Arbitrator shall have authority to consider and decide all allegations and defenses made with regard to the GML 207-a, including but not limited to assertions regarding the timeliness of the GML 207-a claim. 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 an applicant's initial entitlement to GML 207-a benefits. The burden of proceeding with evidence as to the nature of the issue(s) presented shall be on the member. 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 preponderance of the evidence that he/she is entitled to receive the benefits set forth in GML 207-a with respect to an injury alleged to have occurred in the performance of his duties or to a sickness resulting from the performance of duties which necessitated medical or other lawful remedial treatment. In the event the Arbitrator decides that the matter presents a termination of GML 207-a benefits, the Fire Department shall have the burden of proof by a preponderance of the evidence that the member is no longer eligible for GML 207-a benefits.

The Arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provision 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 on the parties and may

be confirmed in a Court of competent jurisdiction.

## REVIEW OF DISABILITY

### Section 15

(a) The Chief may periodically review cases of members receiving GML 207-a benefits for the purpose of determining whether the individual continues to be entitled to GML 207-a benefits, and in furtherance thereof may take such action as is appropriate under the law.

(b) Any individual who is receiving benefits under GML 207-a continues to be subject to provisions set forth in the Department's Book of Rules and in departmental orders concerning notification to the Fire Department of the member's condition.

### Section 16

Upon receipt of a certification from the Fire Department Surgeon, or a physician-designee, that a member is able to perform the duties of his position, the Chief shall notify the member of the termination of his GML 207-a benefit. The Chief shall cause service of a written notice of termination setting forth the effective date thereof and a copy of the physician certification to be made on the member.

### Section 17

If the member disagrees with the termination of the GML 207-a benefits, he/she may serve upon the Mayor or her designated representative, within thirty (30) days after the receipt of the Chief's notice, a written appeal for review of the determination, specifying the basis for the demand.

### Section 18

Upon receipt of a timely written appeal of the Chief's decision to terminate GML 207-a benefits, the Mayor or her designee shall obtain from the Fire Chief all information considered in connection with review of the member's GML 207-a status. The member may submit additional documents concerning his GML 207-a status to the Mayor or her designee. The Mayor or her designee may require the production of additional information concerning the member's GML 207-a status as set forth in Section 7 of this procedure and/or may conduct an informal conference with the member. The Mayor or her designee shall render a written decision on the appeal of the decision to terminate GML 207-a benefits no later than fourteen (14) days after receipt of all necessary information required pursuant to this Section 18.

### Section 19

In the event the member is not satisfied with the decision at the Mayor level and wishes to appeal, the member shall file within thirty (30) days of receipt of the Mayor's decision a written demand for arbitration of his termination of GML 207-a benefits and status. The claim, if timely filed, shall be submitted to binding arbitration pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association in White Plains, New York.

The parties to the arbitration shall be the Village and the member involved. All costs billed by the arbitrator and the administrative agency shall be borne equally by the Village and the member. All other costs shall be paid by the party incurring such costs, i.e., witnesses, exhibits, transcripts, etc.

### Section 20

The Arbitrator shall have the authority to decide, de novo, the claim of continued entitlement to GML 207-a benefits. The Arbitrator shall have authority to consider and decide all allegations and defenses made with regard to the GML 207-a claim, including but not limited to assertions regarding the timeliness of the GML 207-a claim. 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 an applicant's initial entitlement to GML 207-a benefits or whether the proceeding presents an issue of termination of GML 207-a benefits. The burden of proceeding with evidence as to the nature of the issue(s) presented shall be on the member. 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 preponderance of the evidence that he/she is entitled to receive the benefits set forth in GML 207-a with respect to an injury alleged to have occurred in the performance of his duties or to a sickness resulting from the performance of his duties which necessitated medical or other lawful remedial treatment. In the event the Arbitrator decides the matter presents a termination of GML 207-a benefits, the Fire Department shall have the burden of proof by a preponderance of the evidence that the member is no longer eligible for GML 207-a benefits.

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 on the parties and may be confirmed in a Court of competent jurisdiction.

### Section 21

In the event that any article, section or portion of this procedure is found to be invalid by a decision of a tribunal of competent jurisdiction, then such specific article, 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 article, section or portion of this procedure, either party shall have the right immediately to reopen negotiations with respect to a substitute for such invalidated article, section or portion of this provision.

### Section 22

An applicant hereunder may have a representative of his choosing at any stage of this procedure.

### Section 23

This procedure shall take effect on September 1, 1998 and shall apply to any claim of entitlement to or use of GML 207-a benefits made after that date. In the event utilization of GML 207-a benefits after said date is based on an injury in the performance of duty or sickness as a result of the performance of duty which allegedly occurred prior to September 1, 1998, the member shall comply with the terms of Section 4 of this procedure within thirty (30) days after the member is aware or should have been aware of the need to utilize GML 207-a benefits based on such prior injury or illness. Upon the filing of the Section 4 form, the claim for utilization of GML 207-a benefits based on a pre-September 1, 1998 injury or illness shall be decided in accordance with the terms of this procedure. If there is a dispute as to the date of occurrence of the injury or sickness, the member shall have the burden of proof by a preponderance of the evidence that the injury in the performance of duty or sickness as a result of performance of duty occurred prior to September 1, 1998. This procedure shall have no effect on bargaining unit members currently receiving benefits for injury or illness incurred prior to its implementation, except for cases covered by Section 15 of this procedure which shall be governed by same.

SAMPLE COPY

VILLAGE OF LARCHMONT

FIRE DEPARTMENT

APPLICATION FOR GML 207-A  
DISABILITY BENEFITS

Name of  
Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Party  
Submitting Application: \_\_\_\_\_ Date: \_\_\_\_\_

I HEREBY APPLY FOR BENEFITS UNDER SECTION 207-A OF THE GENERAL MUNICIPAL  
LAW BASED ON THE FOLLOWING:

A) Injury Sustained In the Performance of Duty

(In the space provided or on additional sheets if necessary, set forth to the best of your ability information about the injury including the date, time and place where the injury occurred; a brief description of the nature and extent of the injury; list the name and address of medical care providers (including hospitals) who may have treated you to-date, include the name and rank of other members who may have witnessed the incident. Attach any available documents with information relevant to the injury.)

The decision on my application should be mailed to me at the following address:

and to my representative:

Application Received By:

\_\_\_\_\_  
(Signature of Person Authorized  
To Receive Application)

\_\_\_\_\_  
(Date)

VILLAGE OF LARCHMONT  
FIRE DEPARTMENT

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

YOU ARE HEREBY AUTHORIZED TO RELEASE TO THE VILLAGE OF LARCHMONT FIRE DEPARTMENT OR ITS REPRESENTATIVES INFORMATION, INCLUDING PATIENT FILES, MEDICAL CHARTS, PHYSICIAN NOTES, X-RAYS, AND OTHER PERTINENT INFORMATION, REGARDING MEDICAL OR OTHER REMEDIAL TREATMENT PROVIDED TO ME.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Type or Print Name)

STATE OF NEW YORK, COUNTY OF

ss.:

On the      day of              20      , before me personally came and appeared to me known and known to me to be the individual described in and who executed the foregoing instrument, and who duly acknowledged to me that he/she executed the same.

## APPENDIX "C"

### Jury Duty Clause

1. A firefighter who is called to jury duty shall be required to notify the Fire Chief within 48 hours from receiving a notice for jury duty by providing a copy of such notice to the Chief. Jury duty shall include either Grand Jury or Petit Jury both in Federal or State court. In the event the firefighter is placed on a jury standby schedule and not required to be present in court, the firefighter shall report to work as scheduled and if notified to report to court shall immediately notify the Chief's Office.

2. In the event a firefighter is required to be present in court pursuant to the jury duty notice while he/she is scheduled to work, such firefighter shall be excused from work with no loss of pay or benefits during the hours he/she is actually in Court plus reasonable travel time to the firehouse. The excusal from work shall include tours for which he/she is scheduled to work any part of the calendar day that he/she is required to attend court provided the employee is empaneled on a jury. If the employee is not empaneled he/she shall be excused only during the actual hours spent in Court plus reasonable travel time. In the event a juror is excused at or after the Court's luncheon recess he/she shall not be required to return to work for the day tour. As a condition of eligibility to the benefits provided herein, the firefighter shall provide to the Chief the certification of jury service indicating the dates and hours the firefighter was present in court for jury service.

3. The firefighter shall reimburse the Village any per diem payment received from the court system for jury service for each day that he/she is excused from duty and paid by the Village.

4. In the event the Department schedules a replacement for a firefighter excused for jury duty, and attendance for jury duty for such day is canceled or the firefighter is excused from jury duty by lunch/recess; the Department shall have the right to cancel the overtime tour prior to the replacement firefighter commencing work at the scheduled start of the overtime tour or upon the firefighter returning from jury duty.

5. In the event the firefighter has the option to request an exemption from jury service and does not exercise such exemption the benefits provided herein shall not apply. The Village will provide appropriate leave time to the firefighter for this purpose without pay and benefits. Such unpaid leave time shall be provided to the extent conditioned in paragraph "2" above.

APPENDIX "D"

MEMORANDUM OF AGREEMENT

Memorandum of agreement by and between the Village of Larchmont (the "Village") and Larchmont Professional Fire Fighters Association (the "Association") dated this \_\_\_\_ day of January, 2000.

WHEREAS, the Village and Association are parties to a collective bargaining agreement; and

WHEREAS, the Village has decided that it is in the public interest, at this time, to increase the staffing level of the Larchmont Fire Department to provide enhanced services with additional supervision and operational efficiencies; and

WHEREAS, the Village and Association are desirous of setting forth certain terms and conditions of employment as a result of the additional staffing and to resolve a pending grievance alleging that the Village improperly assigned out of title duties to firefighters, it is stipulated and agreed as follows:

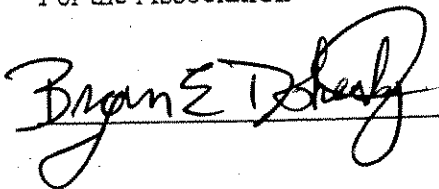
1. Effective upon ratification of this agreement by the Village and the Association, the Village will create a second Captain's position which will be designated as the Captain for Operations and will perform such duties appropriate to his rank as are determined by the Village Board after consultation with the Fire Chief.
2. In order to permit the Operations Captain to perform his administrative duties he will generally work a schedule of four ten hour tours per week. The Operations Captain's schedule is, however, subject to change, with the approval of the Fire Chief, to cover

vacancies caused by the absence of other officers or for other operational purposes such as attendance at meetings. The Operations Captain's schedule will generally be during weekdays but may, on occasion, require night or weekend coverage. The Operations Captain shall also, with the approval of the Fire Chief, have the right to change his work days on a short-term basis for personal necessities.

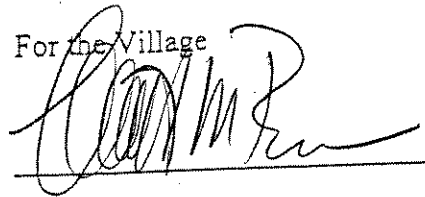
3. In consideration of the Operations Captain's forty-hour schedule, he will not be eligible for Kelly time. The Operations Captain will, however, be eligible for overtime on the same basis as other fire officers. During weeks when holidays occur, the Operations Captain will not work on the holiday, but rather, will work on four other days that week. The Operations Captain shall be entitled to twenty-two vacation days per year during such full years he serves as Operations Captain. In the event the Operations Captain works part of a year in that capacity his vacation and Kelly time shall be calculated on a pro rata basis, e.g., if the Operations Captain works one half of the year in that capacity he will receive eleven vacation days during that period and no Kelly time.
4. The Operations Captain will not be eligible for mutual exchanges. In the event, however, of a catastrophic illness which incapacitates the Operations Captain he may, after exhausting all leave time to his credit, remain in pay status for a maximum of one year provided that other fire officers work his assigned hours.
5. In consideration of the Village adding a fifteenth firefighter, any firefighter hired on or after January 1, 2000 will be subject to a six year salary schedule and will not reach the top salary (currently \$55,990) until the completion of five full years of service. Increments will be recalculated accordingly.

6. Effective no later than December 31, 2000, the Village will appoint a firefighter to the position of fire lieutenant to fill the lieutenant's vacancy created by the second captain's position. That lieutenant and any other lieutenant subsequently appointed will be subject to two salary steps. There shall be a \$2,000 raise upon promotion to lieutenant. Thereafter, a step of \$4,000 payable after one year of service and the final step to the lieutenant's job rate one year after that. The lieutenant's salary shall with all other bargaining unit titles be subject to negotiations upon expiration of the current collective bargaining agreement.
7. Effective upon the ratification of this agreement, the Union will withdraw, with prejudice, the grievance pending before Arbitrator Howard Edelman concerning alleged out of title assignments.
8. Nothing herein shall require the Village to maintain any staffing level or preclude it from abolishing any position in accordance with the Civil Service Law.
9. This agreement is subject to ratification by the membership of the Association and the Village Trustees.

For the Association

  
\_\_\_\_\_

For the Village

  
\_\_\_\_\_