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**Contract Database Metadata Elements**

Title: **Hartsdale Fire District and Hartsdale Fire Officers Association, Inc. (2006)**

Employer Name: **Hartsdale Fire District**

Union: **Hartsdale Fire Officers Association, Inc.**

Effective Date: **01/01/06**

Expiration Date: **12/31/09**

PERB ID Number: **7157**

Unit Size: **8**

Number of Pages: **16**

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FLT 17157

**AGREEMENT**

**BY AND BETWEEN**

**THE BOARD OF FIRE COMMISSIONERS  
HARTSDALE FIRE DISTRICT**

**AND**

**HARTSDALE FIRE OFFICER'S ASSOCIATION, INC.**

**JANUARY 1, 2006 TO DECEMBER 31, 2009**

**RECEIVED**

APR 1 2009

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

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AGREEMENT. entered into this 1<sup>st</sup> day of January, 2006 by the **BOARD OF FIRE COMMISSIONERS, HARTSDALE FIRE DISTRICT**, herein referred to as the **“Board”** and the **HARTSDALE FIRE OFFICER’S ASSOCIATION, INC.** hereinafter referred to as the **“Hartsdale Officers”** for the period January 1, 2006 TO December 31, 2009.

**WITNESSETH**

**WHEREAS**, it is the desire of the parties to this Agreement to establish, promote and foster a relationship that will be enduring and of mutual advantage to both the Board and the Hartsdale Officers.

**NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:**

**ARTICLE I**

**RECOGNITION**

**SECTION 1.** The Board does hereby recognize the Hartsdale Fire Officer’s Association Inc (H.F.O.A.) as the exclusive bargaining agent for the employees of the bargaining unit as directed by P.E.R.B. case #C-5418. dated April 27, 2005.

**SECTION 2.** “Bargaining Unit” as used herein means all permanent paid Deputy Chiefs and Captains of the Department, excluding all other employees of the Hartsdale Fire District.

**ARTICLE II**

**DUES CHECKOFF**

**SECTION 1.** The Board agrees upon presentation to it of a dues deduction authorization signed by an employee within the bargaining unit, to make a deduction from the wages of such employee of an amount equal to the dues of the Hartsdale Fire Officer’s Association, Inc. and to pay over said amount to the Hartsdale Fire Officer’s Association, monthly.

**SECTION 2.** The Board agrees to deduct from its units employees an agency fee for those employees who have not filed a dues deduction form with the Board or do not wish to be members of the Hartsdale Fire Officer’s Association. The agency fee shall be in an amount not to exceed the dues and any assessments levied by the Hartsdale Fire Officer’s Association and shall be transmitted to the Hartsdale Fire Officer’s Association in accordance with Section 208.3(b) of article 14 of the Civil Service Law, as amended.

**SECTION 3.** As long as an Officer is on the payroll, the authorized dues deduction shall be continued unless the Officer notifies the Board, in writing, of the officer's desire to discontinue membership in the Hartsdale Fire Officer's Association. In that event, an agency fee deduction shall thereafter be made by the Board pursuant to Article 2, Section 2 above.

### **ARTICLE III**

#### **MANAGEMENT OF THE FIRE DISTRICT**

**SECTION 1.** 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). The rights of the Board and the employees shall be respected and the provision of this Agreement for the orderly settlement of all questions regarding such rights shall be observed.

**SECTION 2.** The Board has the right to adopt, revise, and enforce reasonable rules and regulations governing the conduct of employees and will inform the Hartsdale Officers in writing of any proposed changes or additions to the rules and regulations.

### **ARTICLE IV**

#### **SALARIES AND PAY PRACTICES**

**SECTION 1.** The Salary Schedule for 2006, 2007, 2008 and 2009 is set forth in Appendix A-1 and will be effective on January 1, 2006.

**SECTION 2.** There are established two categories of overtime, i.e., straight time and time and one-half.

- a. The straight time hourly rate will be calculated by dividing the basic annual salary by 2080 hours.
- b. The time and one-half rate will be calculated by multiplying the straight time hourly rate by one and one-half (1 ½).

**SECTION 3. CALL IN:** If an Officer is recalled after leaving the department premises and reports for work other than during the regularly scheduled shift, such officer shall be paid for a minimum of four (4) hours.

**SECTION 4. OVERTIME PAYMENT:** All hours worked over the regularly scheduled shifts will be paid at a rate of time and one half. (Hours will be rounded up to the next quarter hour).

**SECTION 5.** Each line Officer reporting for duty will report before the start of the tour. This time will be for briefing (discussion) with off-going Officers. Officers reporting will be compensated at 6.25% of base annual salary to be paid pro-rata on each regular pay day.

**SECTION 6.** An Officer kept over from the night shift to the day shift will be entitled to an allowance of \$3.00 for meals. An Officer kept over from the day shift to the night shift will be entitled to \$7.00 for meals. An Officer who is kept over for three consecutive shifts will be entitled to \$10.00 for meals.

**SECTION 7.** Any Captain completing ten (10) years of service for the District will be paid longevity at 2% of base salary commencing on the pay day after the anniversary date of said member. Any Deputy Chief completing ten (10) years of service for the District will be paid longevity at 2.5% of base salary commencing on the pay day after the anniversary date of said member. Any Captain or Deputy Chief completing twenty (20) years of service for the District will be paid longevity at 3% of base salary commencing on the pay day after the anniversary date of said member.

**SECTION 8.** All Officers have the choice of either one hundred and four (104) hours of Kelly Time in pay, or one hundred and four (104) hours of Kelly Time in compensatory time, or any combination thereof.

- a. The Officer on Kelly time must provide an Officer to work the shift he is taking off, at straight time.

**SECTION 9.** All Officers shall be authorized to work a minimum of twenty (20) hours of administrative overtime per year.

## **ARTICLE V**

### **VACATIONS**

**SECTION 1.** All Officers will have twenty-four (24) vacation days regardless of years of service. Any Officer may take up to nine (9) of these vacation days as floaters rather than as scheduled days. Any Officer may elect to sell back seven (7) days of vacation per year. Vacation sell back may be increased from seven (7) to thirteen (13) days or floating vacation days may be increased from nine (9) to twelve (12) days at the Officer's discretion.

**SECTION 2.** Vacations will be scheduled to insure maximum fire protection to the District. A schedule of vacations will be prepared by the Chief of the Department or his designee and approved by the Chief of the Department.

**SECTION 3.** Split vacations may be approved at the discretion of the Chief of the Department.

**SECTION 4.** The occurrence of a paid holiday during an employee's vacation period will entitle the employee to an additional day off with pay at a time consistent with operating requirements and as approved by the Chief of the Department.

**SECTION 5.** An Officer who resigns or who is otherwise separated from the Department will receive the regular vacation pay for which he is eligible up to the time of separation.

## **ARTICLE VI**

### **HOLIDAYS**

**SECTION 1.** Thirteen (13) days will be observed as paid holidays during each calendar year. The days recognized as paid holidays are:

New Year's Day	Labor Day
Observed Martin Luther King's Birthday	Rosh Hashanah
Lincoln's Birthday	Observed Columbus Day
Presidents' Day	Election Day
Good Friday	Thanksgiving Day
Easter	Christmas
July 4 <sup>th</sup>	

Additional pay for these holidays, whether worked or not, will be calculated on the basis of twelve (12) hours at the straight time hourly rate on the date of the holiday as calculated under Article IV-Section 2.

**SECTION 2.** The total amount for the thirteen (13) paid holidays will be payable in one lump sum the first Monday in December of each year for the current calendar year or in the prorated payments on the first Monday in July and December of each year if elected in writing by the Officer by March 31<sup>st</sup> of the current calendar year.

**SECTION 3.** An Officer is entitled to holiday pay only for those holidays occurring in that portion of the year he is a regular employee of the Department.

**SECTION 4.** Any Officer who is a U.S. military veteran and who has worked some portion of Veteran's Day and/or Memorial Day as part of his regularly scheduled tour of duty is entitled to one day off for each such day worked during the current calendar year.

## **ARTICLE VII**

### **RETIREMENT**

**SECTION 1.** All Officers are eligible to participate in the retirement plan sponsored by the State of New York as follows:

The special 20-Year Retirement Plan (Section 384(d)), and final average salary based upon earnings during the last 12 months of employment (Section 302(9)(d)) for firefighters who last became members of the employees retirement system before January 1, 1985.

**SECTION 2.** Effective March 31, 1999, all OFFICERS are eligible to participate in the retirement plan sponsored by the State of New York as follows:

Twenty (20) year one-half (1/2) pay non-contributory plan as described in Section 384 of the New York State Retirement Law with added 1/60<sup>th</sup> option as described in subdivision E of Section 384 of the New York State Retirement Laws

Effective March 31, 2001 the District will adopt section 443 (f) of the New York State Police and Fire Retirement System, the one-year final average salary for tier 2 Officers.

**SECTION 3.** The Hartsdale Fire District shall provide to retired officers hospitalization and medical coverage under the State Health Insurance Plan known as the "Empire Plan". The District agrees to pay 100% of the cost of the retiree's coverage and 100% of the cost of dependent coverage if the retiree elects dependent coverage. If the Officer predeceases his dependent(s) after retiring from the District, hospitalization and medical coverage shall continue for the surviving dependent(s) at the District's expense. Definitions of dependent(s) and /or survivor(s) shall be as set forth in the state health insurance program.

**SECTION 4.** The parties will include as part of this agreement a mutually agreed upon procedure for 207-A claim processing and appeals.

## **ARTICLE VIII**

### **HOSPITALIZATION AND DENTAL**

**SECTION 1.** The individual Officer will be covered by the State Health Insurance Plan and may select either individual or family coverage, which shall be provided by the Hartsdale Fire District. Effective January 8, 2007, the District will cover the Domestic Partners of its active Officers provided the required eligibility criteria of the



health care plan are met. It is the Officer's responsibility to notify the health care plan if there is a change in the domestic partner status. Failure of the Officer to make said notification, in accordance with the plans' regulations, will result in the Officer being responsible for any premiums erroneously paid by the District.

**SECTION 2.** The District will pay 100% of the cost of the medical coverage selected by each officer. Effective January 1, 1999, if the Officer predeceases his dependent(s), hospitalization and medical coverage shall continue for the surviving dependent(s) at the District's expense. Definitions of dependent(s) and/or survivor(s) shall be as set forth in the state health insurance program.

**SECTION 3.** The Hartsdale Fire District will provide Group Dental Insurance (GHID) under the improved type "Guardian" Comprehensive Family Dental Plan either individual or family coverage or such other plan as agreed to by the parties. Dependent children up to age 21 will be covered by the Plan.

## **ARTICLE IX**

### **GRIEVANCE PROCEDURE**

**SECTION 1.** Any Officer has the right to and may talk to his immediate superior officer about any question or problem that may arise, at a convenient time designated by his immediate superior officer.

The Chief will be the final judge of matter concerning the exercise of professional judgment and will make his determination within thirty (30) days of the presentation to him.

A grievance is defined as any difference between the parties concerning the meaning, application or interpretation of this Agreement. The purpose of this grievance procedure is to provide an orderly way for the submission, review and settlement of grievances which may arise involving the interpretation of the Agreement.

**SECTION 2.** The grievance procedure shall consist of a first step, second step and an appeal step as follows:

Step 1: The first procedural step shall consist of the employee's presentation of the grievance to his immediate superior officer. He may present the grievance along with another employee or a representative of the Hartsdale Officers from within the Department. The discussion and resolution of grievances at the first step shall be on an oral and informal basis. An oral decision or determination thereon shall be made by the immediate superior officer within seventy-two hours from the time of submission. If

such grievance is not satisfactorily resolved at the first step, such employee may proceed to the second step.

Step 2: The second procedural step shall consist of a request by the aggrieved employee for a review and determination of the grievance by the Chief of the Department. In such case, the aggrieved employee and his immediate superior officer shall each submit to the Chief of the Department a written statement setting forth the specific nature of the grievance and the facts relating thereto. Thereupon, the Chief of the Department shall, at the request of the employee, hold an informal hearing at which the employee and/or his representative from within the Hartsdale Officers may appear and present oral and written statements or arguments. The final determination of the second step shall be made in writing by the Chief of the Department within fourteen (14) calendar days from the date of submission, and a copy thereof shall be promptly furnished to the aggrieved employee and the Board.

Appeal Step: (a) Any employee may, within thirty (30) days, appeal to the Board or to a grievance committee appointed by the Board from the written determination by the Chief of the Department. Such employee shall be granted a hearing on such appeal and such employee shall have the right to be represented in such appeal by a representative from within the Hartsdale Officers.

(b) Any such hearing may be conducted by the Board or by two or more members of the Board designated by the Board to act on its behalf, provided, however, that if such a committee of the Board presides at such a hearing, the committee conducting such a hearing shall render a written report thereon to the Board and the Board shall thereupon make its written report.

(c) The written report shall contain a statement of the Board's findings of fact, conclusions and decisions. The Board will send a copy of its decision to the employee involved, his representative, if any and the Chief of the Department within two (2) weeks after the meeting of the Board at which the written report was approved by the Board.

## **ARTICLE X**

### **ARBITRATION**

**SECTION 1.** Should any differences arise between the Board and the Hartsdale Officers and/or employees concerning the meaning, application or interpretation of this Agreement, which remains unresolved after presentation to, and processing through the grievance procedure, either the Board or the Hartsdale Officers may submit such differences to arbitration by serving notice on the other within thirty (30) working days following completion of the appeal step of the grievance procedure.

**SECTION 2.** The arbitration shall be conducted by an impartial arbitrator to be mutually agreed upon by the parties. In the event the parties are unable to agree upon an impartial arbitrator within ten (10) days after the referral to arbitration, the American Arbitration Association shall be requested to name an arbitrator under its rules and procedures.

**SECTION 3.** The fees and expenses of the arbitrator shall be borne equally by the parties. The Board and the Hartsdale Officers shall bear the expenses of their respective witnesses and any other expense they may incur.

**SECTION 4.** The decision of the arbitrator shall be final and binding, but the arbitrator shall have no jurisdiction, power or authority to amend, modify, supplement, vary or disregard any provision of this Agreement.

## **ARTICLE XI**

### **H.F.O.A. ACTIVITIES**

**SECTION 1.** Two members of the Hartsdale Officers will be permitted to perform such functions as may be required in the normal execution of their duties during their normal work shift providing:

- a. Such activities do not interfere with normally scheduled duties.
- b. They have the approval of the Chief of the Department.
- c. Such cumulative Association time does not create overtime.

**SECTION 2.** An Officer shall be permitted time off not to exceed an aggregate of six (6) working days per year where feasible to attend conferences, meetings or conventions relating to Association affairs, provided that sufficient notice of the time off requested shall be given to the District and the time off is approved by the Chief of the Department. The additional days are to be used for local meetings and functions. No more than one Officer shall be relieved from duty from any one working tour pursuant to this Section.

## **ARTICLE XII**

### **MATTERS NOT COVERED**

**SECTION 1.** Matters Not Covered – with respect to matters involving working conditions not covered by this Agreement, the Board of Fire Commissioners agrees that it will make no changes without consulting with the Hartsdale Fire Officer’s Association, Inc.

**SECTION 2.** The Hartsdale Officers shall be able to make a written request for modification only as to matters involving working conditions not covered by this Agreement, which shall specify the exact wording proposed. Within ten (10) days of receipt of such request for modification, the Fire District shall indicate its willingness or unwillingness to meet concerning the Hartsdale Officers proposal.

**SECTION 3.** If the Fire District agrees to meet, it shall specify in writing to the Hartsdale Officers the accepted scope of re-opening, including any proposals for modifications it may have. If within thirty (30) days of the initial meeting both parties are unable to agree to an acceptable modification, the agreement shall be closed and shall remain unaltered to the end of the contract period.

**SECTION 4.** Nothing contained in this Article including the failure to reach agreement hereunder shall operate to enable either party to resort to the arbitration/impasse procedures contained in the Civil Service Law for resolution of disputes.

## **ARTICLE XIII**

### **NO STRIKE**

The Hartsdale Fire Officer’s Association, Inc. , for itself and on behalf of all 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.

## **ARTICLE XIV**

### **SAFETY**

**SECTION 1.** The Board recognizes its statutory duty to provide safe conditions for the operation of the Department.

## **ARTICLE XV**

### **INSURANCE**

**SECTION 1.** The Board agrees to save harmless and protect all Officers from financial loss arising out of any claim, demand, suit or judgment by reason of alleged negligence or other act resulting in accidental bodily injury to any person, accidental damage to the property of any person provided such Officer at the time of the accident or injury was acting in the discharge of his duties within the scope of his employment and the Board may elect to purchase appropriate insurance or may elect to act as self-insurers to maintain the aforesaid protection.

**SECTION 2.** Life Insurance will be made available to all Officers up to the maximum coverage offered. The District will pay the premium not to exceed six hundred dollars (\$600.00) per participating Officer.

## **ARTICLE XVI**

### **EDUCATION FUND**

The Hartsdale Fire District agrees to establish an education fund in the maximum amount of ten thousand dollars (\$10,000.00) annually to reimburse the expenses of tuition and books for Officers who have successfully completed approved courses. To be eligible to participate in this fund, the Officer must first exhaust all other sources of available tuition and book reimbursement. In the event that the amounts sought to be reimbursed exceed the fund, then all eligible Officers shall share in the fund on a pro-rata basis to be solely determined by the Chief whose judgment shall be final. In the event that the fund is not exhausted in a given calendar year, there will be no carry over to any succeeding year.

## **ARTICLE XVII**

### **TRAINING DAYS**

**SECTION 1.** Training days will be paid at time and one-half for the duration of the contract.

## ARTICLE XVIII

### BEREAVEMENT LEAVE

**SECTION 1.** In the event of the death of an adult or child in the immediate household of an Officer, seven (7) consecutive calendar days of leave will be granted without loss of pay. When the spouse or living partner of an Officer dies and leaves children under the age of eighteen (18) years in the immediate household, then twelve (12) consecutive calendar days of leave will be granted without loss of pay.

**SECTION 2.** In the event of the death of a parent, grandparent, grandchild, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, son daughter or son or daughter-in-law not residing permanently in the Officer's household, seven (7) consecutive calendar days will be granted without loss of pay.

**SECTION 3.** In the event of the death of any other relative of an Officer, one (1) day of leave will be granted without loss of pay to attend the services for the deceased.

**SECTION 4.** Additional time off may be granted at the discretion of the Chief of the District.

## ARTICLE XIX

### ANNUAL PHYSICALS

**SECTION 1.** The District will provide each Officer with an annual physical at its expense. Officers will receive copies of all results upon request to the District Physician.

**SECTION 2.** The annual physical will include Tuberculosis and Hepatitis C testing.

**SECTION 3.** The District will provide Hepatitis B, Lyme disease, pneumonia, and flu vaccines if requested by the Officer.

**SECTION 4.** Officers may request the following tests and vaccines annually: eye examination, Tuberculosis test, Hepatitis C, PSA test, Lyme disease test, pneumonia and flu vaccinations. The Officer may elect to have these tests and or vaccinations done by the Department doctor at his annual physical or at a physician of his choosing. The Officer will submit any charges for these tests and vaccinations to the current health plan with all out of pocket expenses reimbursed by the District.

## **ARTICLE XX**

### **PERSONAL TIME**

The Hartsdale Fire District and the Hartsdale Fire Officer's Association agree that a memorandum of agreement will be created for guidelines regarding the administration of personal time which will include a means for redress by a board.

## **ARTICLE XXI**

### **TERMS OF AGREEMENT**

**SECTION 1.** All provisions of this Agreement shall be effective and commence as of January 1, 2006 and run through December 31, 2009 unless otherwise noted.

**SECTION 2.** If any provisions of the Agreement violates any Federal or State Law as presently enacted or as amended or interpreted during the term thereof, such provisions shall be inoperative to the extent that it is at variance with such law; but all other provisions of the Agreement shall remain in full force and effect.

**SECTION 3.** Either party desiring to amend or extend this Agreement shall present in writing its recommended terms and conditions for amendment or extension not later than May 1, 2005.

**SECTION 4.** . It is agreed by and between the parties that any provisions of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval

**SECTION 5.** Upon request of either party, informal non-negotiating sessions will be held not to exceed two (2) sessions per calendar year for the duration of this Agreement.

APPENDIX "A-1"

SALARY SCHEDULE

	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>
Deputy Chief	\$107,342	\$111,636	\$116,101	\$120,745
Captain	\$ 97,371	\$101,266	\$105,317	\$109,530



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**HARTSDALE FIRE DISTRICT  
BOARD OF FIRE COMMISSIONERS**

**HARTSDALE FIRE OFFICER'S  
ASSOCIATION, INC.**

BY: *Andre L. Montalvo*

BY: *Joseph C. Kelley*

BY: *Paul Verrin*

BY: *Frank J. ...*

BY: *Robert ...*

BY: *William ...*

BY: *Frances Stanley*

BY: \_\_\_\_\_

BY: *JMW*

BY: \_\_\_\_\_

BY: \_\_\_\_\_

DATE: *JAN 14, 2008*

DATE: *1/14/2008*

