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AGREEMENT BETWEEN
CITY OF NEW ROCHELLE
AND
SUPERIOR FIRE OFFICERS ASSOCIATION OF
NEW ROCHELLE, NEW YORK

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

JUN 17 2009

ADMINISTRATION

EFFECTIVE JANUARY 1, 2005

TO 12/31/08

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ARTICLE I

SCOPE OF AGREEMENT

1. Identity of the Parties

This AGREEMENT is made and entered into by and between the CITY OF NEW ROCHELLE by its City Manager (hereafter the "EMPLOYER") and the SUPERIOR FIRE OFFICER'S ASSOCIATION (hereafter the "ASSOCIATION").

2. Recognition

The EMPLOYER recognizes the ASSOCIATION as the exclusive bargaining agent for all 1 regular full time employees of the EMPLOYER who are Deputy Fire Chiefs and such recognition shall remain in full force and effect during the entire term of this AGREEMENT.

3. STATUTORY LIMITATIONS

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.

4. Modification or Amendment

a. This AGREEMENT contains all the amendments and modifications made by the parties to the prior agreement, and is in full settlement and satisfaction of all claims that either party hereto might have against the other resulting from disputes, grievances, conduct or relations arising out of or relating to or in connection with or involving questions of interpretation or application of any article of said AGREEMENT prior and up to the date of signing of this AGREEMENT, and both parties further agree to relinquish any and all rights to have adjudicated, by arbitration or other judicial processes, the disposition of disagreements that may have existed prior and up to the time of the signing of this AGREEMENT.

b. It is expressly agreed that none of the terms and provisions of this AGREEMENT may be modified or amended except upon the mutual agreement of the parties in writing and signed by both parties.

c. In the event a successor agreement is being negotiated, this agreement is to remain in effect as to terms and conditions of employment until a successor agreement is made.

5. Duration of Agreement

a. This AGREEMENT shall be effective January 1, 2005, and shall remain operative and binding upon the parties hereto through December 31, 2008.

b. If either of the parties desire to make any changes, modifications or additions to this AGREEMENT at the expiration thereof, it shall notify the other party of such desire, in writing, no earlier than sixty (60) days nor later than ten (10) days prior to the date of expiration of the AGREEMENT. Thereafter, the parties shall meet at mutually convenient times for the purpose of negotiating in good faith concerning a renewal agreement.

c. If notice is not given by either party to the other pursuant to section "b" above, this AGREEMENT shall automatically continue and remain in force for another year.

6. Copies of Agreement

The EMPLOYER agrees that it shall print or otherwise legibly reproduce copies of this AGREEMENT and shall distribute the same to each employee in the bargaining unit set forth above in this AGREEMENT and shall distribute the same to each new employee covered by this AGREEMENT upon the date of his appointment.

7. "Tour" Defined: A tour is group of regularly scheduled consecutive work days.

ARTICLE II

MANAGEMENT RIGHTS

1. Fundamental Employer Rights

The City possesses the sole right to manage and direct the operations of the City and all management rights repose in it, but such rights must be exercised consistently with the provisions of this contract. These rights include but are not limited to the following: to determine the standards of service to be observed by the EMPLOYER; to determine the standards of selection for employment; to direct employees; to relieve its employees from duty due to lack of work or sums; to determine the efficiency of its operations; to determine the methods, means and number of personnel by which its operations are to be conducted; to determine the contents of job descriptions; to take all necessary actions to carry out its mission to exercise complete control and discretion over its organization and the technology of performing its work.

2. Rules and Regulations

If any conflict exists between the rules and regulations of the Fire Department and the provisions of this AGREEMENT, then the provisions herein contained shall be controlling.

ARTICLE III

ASSOCIATION RIGHTS

1. ASSOCIATION Activity

The EMPLOYER agrees that the president and such members of the ASSOCIATION who are duly designated shall be entitled to engage in ASSOCIATION business and activity including but not limited to negotiation of agreements, participation in fact finding meetings or other hearing procedures under the provisions of the Civil Service Law of the State of New York and other similar ASSOCIATION business, including meetings of the ASSOCIATION without loss of pay.

2. Payroll Deductions

a. The EMPLOYER agrees that it will deduct from the pay of each member of the ASSOCIATION, ASSOCIATION dues in such amount as is certified by the ASSOCIATION to the Employer, and to maintain such dues deductions in accordance with the terms and conditions of the form of authorization for payroll deduction of ASSOCIATION dues provided by the ASSOCIATION. Such authorizations shall be forwarded to the Commissioner of Finance of the City of New Rochelle.

b. Payroll deductions of dues of those who have properly executed authorization for payroll deduction of dues shall be honored in accordance with the amount certified by the ASSOCIATION. New employees who hereafter properly execute authorizations for payroll deduction of dues shall similarly be honored and shall become effective at the time the authorization is signed by the employee, and deductions from pay of the employee shall commence beginning with the next full pay period after such signing and be continued on each pay period thereafter.

c. The aggregate total of all such deductions shall be remitted by the EMPLOYER, every pay day, to the designated financial officer of the ASSOCIATION, together with a list of the names of those employees who have either been added to or deleted from the dues deduction roster since the last pay period. This list shall be prepared and forwarded by the EMPLOYER to the designated financial officer of the ASSOCIATION.

ARTICLE IV

COMPENSATION

1. Salaries

The EMPLOYER shall pay to members of the unit during the term of this Agreement the following salaries:

<u>Effective Date</u>	<u>Annual Salary</u>
1/1/05	107,559
1/1/06	111,324
1/1/07	115,220
1/1/08	118,677
7/1/08	119,864

2. Longevity Payment

An employee shall be entitled to a longevity payment, non-cumulative, as follows:

<u>Longevity</u>	<u>1/1/05</u>	<u>1/1/06</u>	<u>1/1/07</u>	<u>1/1/08</u>
After 5 yrs. of Service	700	700	700	700
After 10 yrs. of Service	900	900	900	900
After 15 yrs. of Service	1,100	1,100	1,100	1,100
After 17 yrs. of Service	2,500	2,600	2,750	2,900

Longevity payments shall be included as part of the employee's base salary and shall become effective on the payroll period following the employee's anniversary date.

3. Uniform Allowance

A uniform allowance shall be paid for the previous year by the EMPLOYER in the month of January of each calendar year to each employee who is presently in the bargaining unit.

The annual uniform allowance shall be \$625 in 2005, \$650 in 2006, \$675 in 2007 and \$700 in 2008. An additional payment of one

hundred and fifty dollars (\$150) shall be paid to members upon promotion to Deputy Chief.

4. Shift Commander Compensation

A Deputy Fire Chief shall be entitled to annual shift commander compensation or a pro rata amount based upon that portion of the year which he serves as shift commander in direct charge of fire station operations and coordination. Shift commander compensation shall be \$880 in 2005, \$911 in 2006, \$942 in 2007 and \$975 in 2008.

The shift commander compensation shall be included in annual salary, on a bi-weekly basis, for purposes of computing holiday, overtime pay, and any other compensation calculated using an hourly rate of pay and any pay due upon retirement or resignation.

5. Emergency Medical Technician (EMT) Differential: All members of the bargaining unit who possess the EMT certifications sanctioned by New York State and required by the Fire Commissioner and perform such EMT services as are required by the Fire Commissioner will be paid an annual EMT Differential of \$1,346 in 2005, \$1,393 in 2006, \$1,441 in 2007 and \$1,492 in 2008. In the future, the EMT differential shall be adjusted by the same percentage as base salary on the same effective date as base salary. The EMT Differential shall be included in annual salary, on a bi-weekly basis, for purposes of computing holiday, overtime pay, and any other compensation calculated using an hourly rate of pay and any pay due upon retirement or resignation.

Members who receive the differential available under this Article must participate in such training and receive NYS certification in all EMT programs which are sanctioned by NYS and which may become part of EMT certification as new technology and techniques become available and are required by the Fire Commissioner.

Training shall be at such times as are deemed appropriate by the Fire Commissioner, however, no member of the unit shall lose the EMT differential provided for herein due to the Fire Commissioner's failure to schedule training for such member. Should the training necessary to achieve and/or maintain EMT certification occur at times which are outside their regular tours of duty, members will be paid for such time at the rate of time and one-half (1½) upon achieving EMT certification and/or recertification.

Members who satisfy the above conditions for a period of time less than the entire calendar year will receive a pro rata share of the differential.

6. Overtime

a. The EMPLOYER agrees that it will compensate each and every employee in the bargaining unit at the rate of time and one half (1½) per hour for each hour of overtime worked by him over and above the regular work day of such employee on such day, except that, with respect to any overtime worked beyond the regular work day on a Sunday, or with respect to any overtime worked beyond the regular work day on any of the holidays specified in Article VI, an employee in the bargaining unit shall be compensated for such overtime at the rate of double his regular hourly rate of pay.

b. Members of the bargaining unit who are entitled to receive compensation for overtime, shall receive a minimum of two (2) hours of overtime compensation in the event that the member is required to make a court appearance in connection with his official duties as a Deputy Fire Chief and actually makes such court appearance.

c. The minimum call-back on Sundays and holidays shall be one and one-half (1½) hours to be paid at the rate of double time and at other times shall be two (2) hours to be paid at the rate of time and one-half.

d. All overtime shall be specifically authorized and assigned by the Fire Commissioner prior to the working of such overtime.

ARTICLE V

WORK WEEK

Inasmuch as the work schedule (42 hours) exceeds the average work week (39.2 hours) by 2.8 hours per week, each member shall be compensated for the difference between hours actually worked and the average work week. Such compensation shall be compensatory time-off.

Each member shall be granted time -off each calendar year quarter for this purpose in approximately equal amounts so as to take the total time-off during the calendar year in which earned. The days off shall be selected by seniority by rank in squads. In accordance with past practice such time -off shall consist of 144 hours per year.

In addition, each member shall work 40 non-operational hours per calendar year as assigned by the Fire Commissioner. Non - operational hours are those devoted to meetings, conferences, seminars, and training (non -EMT) and development sessions as assigned by the Fire Commissioner.

Effective November 13, 2002, the third paragraph to read as follows:

In addition, each member shall work non-operational hours as assigned by the Fire Commissioner, Non-operational hours are those devoted to meetings, conferences, seminars, and training (non-EMT) and development sessions as assigned by the Fire Commissioner. Such non-operational hours actually worked shall be compensated as compensatory time off on a straight time basis.

Effective 2004, the first 2 paragraphs of the provision to read as follows:

Inasmuch as the work schedule (42 hours) exceeds the average work week (39.65 hours) by 2.35 hours per week, each member shall be compensated for the difference between hours actually worked and the average work week. Such compensation shall be compensatory time off.

Each member shall be granted time off each calendar year for this purpose so as to take the total time off during the calendar year in which earned. The days off shall be selected by seniority by rank in squads. Such time off shall consist of 120 hours per year.

ARTICLE VI

HOLIDAYS

Inasmuch as the working schedule remains unaffected by holidays, members of the bargaining unit shall be paid an additional day's pay for each and every holiday enumerated in the paragraph below, whether a member works any portion of any holiday or not. Such additional day's pay shall be calculated as 1/260th of the annual rate of pay. Payment for holidays occurring in the period January 1st through June 30th inclusive shall be made on or before June 15th. Payment for the holidays occurring in the period July 1st through December 31st inclusive, shall be made on or before December 15th. It is understood that such payments shall be made in lieu of granting time off for observance of the holidays enumerated in the paragraph below.

It is agreed that for the purpose of this AGREEMENT holidays are enumerated as follows:

- New Year's Day
- Martin Luther King Day (on the date celebrated)
- Lincoln's Birthday
- Washington's Birthday (on the date celebrated)
- Memorial Day (on the date celebrated)
- Independence Day
- Labor Day
- Columbus Day (on the date celebrated)
- Election Day

Veteran's Day (on the date celebrated)
Thanksgiving Day
Christmas Day

ARTICLE VII

LEAVES

1. Vacations

a. All employees covered by this AGREEMENT shall be entitled to annual vacation leave of twenty-eight (28) consecutive calendar days, but no vacation leave shall begin on an off work day unless requested by the employee.

b. Scheduling split vacations shall be permitted. However, in no event, shall this result in a greater loss of man hours for vacation than is provided in paragraph "a" above.

c. An employee, recalled from vacation, shall be reimbursed for all nonrecoverable vacation expenses reasonably resulting from the recall. At the employee's election, the working time involved in the recall shall either be compensated as applicable as in the case of recall under the contract or, with the concurrence of the department, substitute vacation time will be scheduled.

d. Up to one year of annual vacation leave may be carried over to a subsequent calendar year. The taking of such vacation leave in a subsequent calendar year shall be subject to the approval of the Fire Commissioner which approval shall be based upon the needs of the Department.

2. Special Severance Vacation Leave Pay

a. In the final year during which retirement of an employee is scheduled, upon the recommendation of the Fire Commissioner and the approval of the City Manager, special vacation leave pay may be granted in accordance with the below listed schedule. Employees eligible for special vacation leave pay shall not be denied such benefits for arbitrary or capricious reasons.

Between 20 and 25 years of service	: 80% of one (1) month's pay.
In the 25th year of service	: One (1) month's pay.
In the 30th year of service	: Two (2) month's pay.
In the 35th year of service	: Three (3) month's pay.

b. In computing the actual leave allowance under this section, service in excess of the minimum period shall be prorated in accordance with the years of service in addition to regularly scheduled annual vacation leave.

3. Sick Leave

a. Members shall earn sick leave at the rate of one (1) day per month. For administrative purposes sick leave shall accrue at the beginning of each calendar year. There shall be no limitation on the maximum accumulation of sick leave.

b. Upon becoming unable to report for duty on account of illness or disability, the member shall report such facts to the officer on duty at the Fire Station to which the member is permanently assigned at least sixty (60) minutes before commencement of his work day

c. The granting of sick leave with pay within the limit of the member's credit shall be within the discretion of the Fire Commissioner. Where members are absent from work only infrequently, and there is no record of unusual or recurring use of sick leave, the Fire Commissioner may allow absences of up to two (2) consecutive working days without a doctor's certificate. An absence of three (3) or more consecutive working days shall be required to be substantiated by a physician's certificate attesting to the fact that the absence was caused by sickness or disability. An absence commencing on the last working day of a tour and continuing through the first working day of the following tour shall require a doctor's certificate as hereinabove described.

d. Notwithstanding the above, the Fire Commissioner, when he believes that an employee is making improper, excessive or recurrent use of sick leave, may, after consultation with the City Physician, require that all sick leave absences shall require a physician's certificate. Prior to requiring such certificate for any and all sick leave absences, the Fire Commissioner will counsel with the employee and will issue to him a written notice specifying the period of time for which such certificates are required.

e. In case of contested sick leave status, the City will additionally take into account the opinion of a physician outside the Department or City Government.

f. Upon exhaustion of earned sick leave credits, members may be granted an extension of sick leave by the City Manager under conditions the City Manager shall prescribe.

4. Personal Leave

The EMPLOYER agrees that each employee in the bargaining unit shall be entitled to three (3) days of personal leave each (not to be taken out of sick leave), the time of taking such days to be subject to the prior approval of the Fire Commissioner, which approval shall not be unreasonably denied. Notice of at least sixteen (16) hours shall be given in advance to the Fire Commissioner or his designee, except that such notice shall be

waived in cases of immediate emergency.

5. Bereavement Leave

An employee may be granted up to three (3) consecutive working days leave of absence with pay in the event of death of his grandparents, brother, sister, spouse, child, father or mother of the employee or of his spouse, brother -in-law, sister -in-law, grandchildren, sons-in-law, daughter-in-law or any relative of the employee or his spouse living in the same dwelling with the employee.

6. Adjustment Leave

A member who was employed by the City of New Rochelle as a Fire Fighter or Officer prior to July 1, 1973, and who has completed at least nineteen (19) years of service and no more than twenty-four (24) years of service as a Fire Fighter and Officer in the City of New Rochelle shall be granted adjustment leave of 396 working hours during his final twelve (12) months of service subject to the following conditions:

a. A member must file written notice to the Fire Commissioner electing the provisions of this Section.

b. This notice shall state the member's retirement date which date shall be not less than six (6) months nor more than fifteen (15) months subsequent to the date of the written notice.

c. The dates selected for adjustment leave shall be subject to approval of the Fire Commissioner. A member may work on such dates if he elects to do so. Such time worked shall be treated as straight time.

d. A member who does not retire or otherwise leave service by the retirement date stated in his retirement notice to the Fire Commissioner shall pay to the City a sum to equal .051% of his then current salary for each hour of retirement adjustment leave taken. Such payment shall be made either in cash within five (5) days after the retirement date stated in the member's retirement notice to the Fire Commissioner or by withholding all salary or other monetary compensation due for such period necessary to effectuate full payment.

e. A member may enter into such agreement on a one time only basis.

A member who has completed twenty-four (24) or more years of service may elect this provision no later than July 1, 1993 and select a retirement date no later than December 31, 1993.

ARTICLE VIII

MEDICAL AND DENTAL INSURANCE

1. Health Insurance Plans: The health insurance plans currently sponsored by the EMPLOYER are as follows:
State Empire Plan; Core plus Enhancements
Blue Choice HMO
Physicians Health Services
AETNA
HIP

The EMPLOYER has the right to switch from the State Empire Plan to another plan which provides comparable coverage. No switch shall be made without the EMPLOYER first providing a minimum sixty (60) days notice prior to the effective date of the change. The ASSOCIATION shall have the right to demand negotiations with the EMPLOYER prior to the effective date of the change. In the event the ASSOCIATION does not agree with the change and the EMPLOYER makes the same, the ASSOCIATION shall have the right to demand binding arbitration under Article X. The arbitration shall commence at the AAA stage. The EMPLOYER agrees to pay any costs to return to the Empire Plan, if an arbitrator rules that the City must return to the Empire Plan.

2. Coverage: Effective January 1, 1993, the EMPLOYER shall pay the following maximum amounts toward an EMPLOYER sponsored health insurance plan for each unit member (except for unit members first hired by the Fire Department prior to January 1, 1983 as noted below):

Individual + dependent coverage: 82% of the premium for individual +dependent coverage of the State Empire Plan -- Core + Enhancements

Individual coverage: 82% of the premium for individual coverage of the State Empire Plan -- Core + Enhancements

The parties agree to reopen negotiations on the percentage above that the City pays if the State Empire Plan modifies the basis it has historically utilized to determine premiums, that is, the experience of participants in the State Empire Plan as a whole.

For unit members first hired by the Fire Department prior to January 1, 1983, the EMPLOYER agrees to continue to pay the full cost of the State Empire Plan, Core plus Enhancements, or such other Plan which provides comparable coverage, or will pay up to

the same dollar amount for unit members electing to enroll in another EMPLOYER sponsored plan.

In no event will the EMPLOYER pay a sum in excess of the health insurance plan premium.

A unit member who elects not be enrolled in a health insurance plan shall be compensated \$85 per month for each month the unit member is not enrolled in a health insurance plan. Payment shall be made on a semiannual basis. Employees who choose not to enroll shall consult with a Personnel Department representative regarding guidelines pertaining to such election not to be enrolled in a health insurance plan and shall furnish evidence of coverage from another source.

3. Retiree Coverage

The EMPLOYER agrees to pay the full cost of the individual and dependent coverage for hospitalization, surgical and major medical insurance and all other benefits for all employees in the bargaining unit who have not reached the age of 65 years as well as those who are at the age of 65 years or over under the Statewide Option of the New York State Health Insurance Program on behalf of all employees in the bargaining unit who retire subsequent to January 1, 1972.

4. Other Coverage

a. The widow of any member of the bargaining unit who is killed in the line of duty shall be entitled to continued health insurance coverage at no cost.

b. A member of the bargaining unit who is suspended pending adjudication of any disciplinary charge against him shall be entitled to continued health insurance coverage at no cost.

5. Dental Allowance

There shall be a dental allowance payable by January 31st of every year. The dental allowance shall be \$250 in 2005, \$275 in 2006, \$300 in 2007 and \$325 in 2008. Such allowance shall be based on authorized budgetary positions as of January 1st.

Such allowance shall be paid to the Superior Fire Officers Association effective 1994 who in turn shall apply the allowance exclusively towards the cost of a Dental Plan for all unit members.

The ASSOCIATION warrants that the monies so paid shall not be commingled with other funds nor used for any purpose other than herein specified.

ARTICLE IX

PENSIONS

1. Retirement Options

The EMPLOYER agrees that it will continue to provide to each employee in the bargaining unit the following retirement options under the New York State Police and Fire Retirement Systems (P&FRS) :

- (1) 384-d of the Retirement and Social Security Law (RSSL)
- (2) 384-f RSSL
- (3) 375-i RSSL

The benefits provided by such plans are set forth in the sections noted above of the RSSL and the applicable summary plan descriptions.

2. Military Service Credit

The EMPLOYER will continue to provide military service allowance credit benefits as contained in Section 341, subdivision k and Section 343, subdivision f of the Retirement and Social Security Law of the State of New York and Section 243 of the Military Law of the State of New York, as presently existing or as hereafter amended, and the EMPLOYER further agrees to pay all administration expenses in connection therewith.

3. Death Benefit

The EMPLOYER, by the adoption, filing and approval of a resolution as provided by Section 333 of the Retirement and Social Security Law, shall elect to provide a guaranteed ordinary death benefit upon the death of its employees as provided in Section 360-b of the Retirement and Social Security Law.

ARTICLE X

SETTLEMENT OF DISPUTES

All complaints, disputes or grievances, or any acts, conduct or relations between the ASSOCIATION or the employees in the bargaining unit, directly or indirectly, and the EMPLOYER arising out of or relating to or in connection with or involving questions of interpretation or application of any Article of this AGREEMENT shall be submitted in writing by the party (the ASSOCIATION on behalf of itself or on behalf of the employees in the bargaining unit or by the EMPLOYER on behalf of itself) claiming to be aggrieved to the other party.

The ASSOCIATION'S complaint, dispute or grievance on behalf of itself or on behalf of any employee in the bargaining unit shall,

in the first instance, be submitted to the Commissioner of the Fire Department who shall investigate jointly with an ASSOCIATION representative such complaint, dispute or grievance and attempt an adjustment. All complaints, disputes or grievances shall be submitted no later than ten (10) days after the act or conduct was committed or after the ASSOCIATION had reasonable opportunity to ascertain the act or conduct complained of. Decisions mutually reached by the representative of the ASSOCIATION and the Fire Commissioner shall be reduced to writing and shall be binding upon the ASSOCIATION and the employee(s) involved and the EMPLOYER.

In the event the ASSOCIATION representative and the Fire Commissioner fail to agree within five (5) days after submission of a complaint, dispute or grievance, the matter in controversy shall, in the second instance, be submitted to the Director of Personnel of the EMPLOYER who shall jointly investigate with a ASSOCIATION representative such complaint, dispute or grievance and attempt an adjustment. Decisions mutually reached by the ASSOCIATION representative and the Director of Personnel shall be reduced to writing and shall be binding upon the ASSOCIATION and the employee(s) involved and the EMPLOYER.

In the event the ASSOCIATION representative and the Director of Personnel fail to agree within (10) days after submission of the complaint, dispute or grievance the same shall, in the third instance, be referred to the American Arbitration Association for binding arbitration under the rules governing labor arbitration then appertaining.

The EMPLOYER'S complaint, dispute or grievance against the ASSOCIATION shall, in the first instance, be submitted to the ASSOCIATION for adjustment and, failing adjustment, shall be submitted as aforesaid to the American Arbitration Association.

In the Notice to Arbitrate a complaint, dispute or grievance, the party filing such Notice shall specify the act, or event as to which the complaint, dispute or grievance relates, and shall further specify the Articles and Paragraph of this AGREEMENT which are alleged to have been violated, and shall delineate the precise relief requested.

The decision of the Arbitrator shall be binding and may be confirmed in any Court of competent jurisdiction in accordance with the provisions of Article 75 of the Civil Practice Law and Rules of the State of New York or be set aside in accordance with Section 7511 of the Civil Service Practice Law and Rules. In amplification of any and all rights which the Arbitrator may have pursuant to this AGREEMENT or by operation of law, the Arbitrator may, as part of his decision and award, issue any and all mandatory directions, prohibitions or orders directed to or against any party breaching this AGREEMENT or any part thereof.

The Arbitrator shall neither add to, detract from, nor modify the language of this AGREEMENT in arriving at a determination of any issue presented to him.

Each case shall be considered on its merits and only the Articles of this AGREEMENT shall constitute the basis upon which the decision and award shall be rendered. No decision in one case shall be used as a precedent for any subsequent case.

Service of all papers may be made by regular mail or in person. In the case of the ASSOCIATION if service is made in person, it shall be made upon the President of the ASSOCIATION.

Costs and expenses payable to the American Arbitration Association and the costs of the fee of the Arbitrator for his services rendered shall be borne by the party whose position was not sustained. In the event that the claimed breach or violation of this AGREEMENT was only partially sustained, the Arbitrator shall, as part of his award, direct and order a party or both parties to pay the fees and expenses of the American Arbitration Association and his fees for services rendered, as he shall see fit in his sole and exclusive discretion.

ARTICLE XI

GENERAL PROVISIONS

1. No Strike - No Lockout Pledge

The ASSOCIATION agrees that there shall be no strike, slow Down, stoppage of work or other job action. The EMPLOYER in return Agrees that there shall be no lockout of members of the ASSOCIATION.

2. Loss of Personal Items

A member shall be compensated in full for the loss and damage of all items of required clothing and equipment and a flashlight lost or damaged in the course of actively fighting a fire or riding to the scene of a fire or otherwise on duty. In addition, reimbursement up to \$50 shall be made for loss or damage to a watch and up to \$500 shall be made for loss or damage to eyeglasses under the same circumstances.

3. Education Leave

Members will be granted full time off for education purposes when such education is deemed necessary by the City and 50% of full time off when such education is deemed desirable but not necessary by the City.

4. Funeral Expenses

The City shall reimburse to the sum of three thousand dollars (\$3,000) of funeral expenses incurred by the family of a member who dies in the line or performance of duty.

5. Housing Code Enforcement and Heat Complaints

A Deputy Fire Chief shall continue to have supervisory responsibility over all men under his command including uniformed fire personnel assigned to housing code enforcement and heat complaints.

6. Automobile Mileage Allowance:

A Deputy Fire Chief who is required by the Fire Commissioner to use his personal automobile for City business to a destination outside the City of New Rochelle will be reimbursed at the rate of twenty-five (25) cents per mile computed on the round trip distance from Fire Headquarters to the business destination.

7. Consecutive Work Hours:

No member will be permitted to work more than 24 consecutive hours.

8. Tuition Reimbursement . Effective 12/31/96, the Fire Commissioner may approve either partial or full reimbursement by the EMPLOYER of tuition for courses taken by unit members under the following circumstances:

a. Such courses shall commence on or after September 1, 1996 and shall be reimbursed by the City on or after January 1, 1997.

b. Courses for which tuition reimbursement is sought must be credited toward an undergraduate or graduate degree in Fire Science or Public Administration and must be approved in advance by the Fire Commissioner.

c. The Fire Commissioner may set standards and limits for minimum grades that must be achieved and maximum course costs for reimbursement.

d. The unit member must successfully complete a course prior to filing for actual reimbursement.

e. When filing for reimbursement, the unit member shall submit such proof of course cost, content and grade received as required by the Fire Commissioner.

f. A unit member who resigns, retires or otherwise terminates employment with the City of New Rochelle shall reimburse

the City for tuition payment made to him/her for courses completed within one year prior to such resignation, retirement, or other termination of employment. The City reserves the right to withhold such tuition reimbursement from any payments which are due the unit member upon a separation from the employ of the City.

g. The total amount of City tuition reimbursement that may be approved for the unit membership as a whole shall not exceed \$5,000 per year.

9. Random Drug Testing:

Random drug testing is on the same basis as done for uniformed members of the Police Department. Unit members shall be included in the Police Department pool until incorporated into the City-UFFA Collective Bargaining Agreement after which time SFOA unit members shall be included in the pool for all uniformed members of the Fire Department.

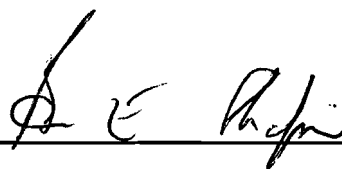
10. Mutual Leave Days:

There is a cap of 15 mutual leave days per calendar year with the exception of attending/teaching school or working the 24 hour schedule.

IN WITNESS WHEREOF, parties hereto have set their respective hands, day and year of first above written.

Dated:

APPROVED AS TO FORM



Corporation Counsel

FOR THE CITY:



FOR THE ASSOCIATION

