



By 9/24/07

AGREEMENT

BETWEEN

THE CITY OF NEW ROCHELLE, NY

AND

THE UNIFORMED FIRE FIGHTERS ASSOCIATION, INC.

LOCAL 273, I.A.F.F.

JAN 1, 07 — DEC 31, 2010

**AGREEMENT
BETWEEN
THE CITY OF NEW ROCHELLE
AND
THE UNIFORMED FIRE FIGHTERS ASSOCIATION, INC.
Local 273, I.A.F.F.**

Effective January 1, 2007

TABLE OF CONTENTS

ARTICLE 1. SCOPE OF THE AGREEMENT	1
1. Identity of the Parties	1
2. Statutory Limitations	1
3. Term of Agreement	1
4. Employees to Receive Copies of Agreement	1
ARTICLE 2. UNION RIGHTS	2
1. Bargaining Unit	2
2. Recognition	2
3. Payroll Deduction of Union Dues.	2
4. Bulletin Boards	3
5. Union Activity.	3
ARTICLE 3. MANAGEMENT RIGHTS	4
1. Rules and Regulations	4
ARTICLE 4. COMPENSATION	4
1. Annual Salaries.	4-6
2. Overtime.	7
3. Acting Out of Rank.	8
ARTICLE 5. WORK WEEK AND TOURS OF DUTY	8
ARTICLE 6. LEAVES	9
1. Holidays.	9
2. Vacations.	10
3. Special Severance Vacation Leave Pay.	11
4. Personal Leave	11
5. Sick Leave	12
6. Bereavement Leave	13
7. Compassionate Leave	13
8. Adjustment Leave	13

TABLE OF CONTENTS (Continued)

ARTICLE 7. HEALTH INSURANCE	14
1. Health Insurance Coverage	14
2. Retirees Coverage	15
ARTICLE 8. PENSION CREDITS AND OTHER MATTERS RELATING TO PENSIONS AND BENEFITS	16
ARTICLE 9. SETTLEMENT OF DISPUTES	17
ARTICLE 10. GENERAL PROVISIONS	19
1. Probationary Appointments	19
2. Uniform Allowance	19
3. Emergency Reporting Service	20
4. No Strike - No Lockout Pledge	21
5. 207-a Policy, Relating to Job Incurred Disability	21
6. Tuition Reimbursement:	21
7-34. Other General Provisions	21-24
ARTICLE 11. MODIFICATION OR AMENDMENT	25
ARTICLE 12. HEALTH AND SAFETY COMMITTEE	25
ARTICLE 13. LABOR MANAGEMENT COMMITTEE	26
ARTICLE 14. COMMITTEE TO REPORT ON DRUG TESTING	26

AGREEMENT

Between

The City of New Rochelle

And

**Uniformed Fire Fighters Association, Inc.
Local 273, I.A.F.F.**

Effective January 1, 2007

ARTICLE 1. SCOPE OF THE AGREEMENT

1. Identity of the Parties. This AGREEMENT is made and entered into at New Rochelle, New York, by and between the CITY OF NEW ROCHELLE, hereinafter referred to as the "EMPLOYER," and UNIFORMED FIRE FIGHTERS ASSOCIATION, INC., LOCAL 273, I.A.F.F., hereinafter referred to as the "UNION."

2. 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 THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

3. Term of Agreement. This AGREEMENT shall be effective as of the 1st day of January 2007, and shall remain in effect through the 31st day of December 2010. This AGREEMENT shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing on or before one hundred and eighty (180) days prior to the termination date, or anniversary thereof, or within fifteen (15) days subsequent to the signing of this AGREEMENT, whichever is later, that it desires to modify this AGREEMENT. In the event that such notice is given, the parties shall meet at mutually convenient times for the purpose of negotiating in good faith concerning a renewal agreement. Negotiations to commence no later than thirty (30) days after notification. 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.

4. Employees to Receive 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 below in this AGREEMENT and shall distribute the same to each new employee covered by this AGREEMENT upon the date of his appointment.

ARTICLE 2. UNION RIGHTS

1. Bargaining Unit. The EMPLOYER recognizes that the bargaining unit consists of all regular full time employees of the EMPLOYER who are fire fighters, fire lieutenants, and fire captains and include, in addition to the foregoing, the fire equipment mechanic.

2. Recognition. The EMPLOYER recognizes the UNION as the exclusive bargaining agent for all of the employees in the bargaining unit and such recognition shall remain in full force and effect during the entire term of this AGREEMENT.

3. Payroll Deduction of Union Dues.

a. The EMPLOYER agrees that it will continue to deduct from the pay of each member of the UNION (whether or not included within the bargaining unit set forth in paragraph 1 above) union dues in such amount as is certified by the UNION 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 union dues provided by the UNION. Such authorizations shall be forwarded to the Commissioner of Finance of the City of New Rochelle.

b. Payroll deductions of union dues of those who have properly executed authorization for payroll deduction of union dues shall be honored in accordance with the amount certified by the UNION. New employees who hereafter properly execute authorizations for payroll deduction of union dues shall similarly be honored and shall become effective at the time the authorization is signed by the employee, and deductions from the 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 UNION, 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 UNION.

d. Changes in rates of union dues for purposes of payroll deductions shall be limited to one per year or one per change in wage rates whichever shall be more frequent provided that the EMPLOYER shall execute additional changes in union dues upon payment by the UNION of fifteen cents (15c) per unit member affected.

4. Bulletin Boards. The EMPLOYER agrees that it will provide in each Fire House in the City of New Rochelle a bulletin board for the posting of notices concerning UNION business and activities.

5. Union Activity.

a. The UNION agrees that its members will not carry on UNION business on EMPLOYER time except as specified in this AGREEMENT.

b. UNION officers shall have a reasonable time during working hours, without loss of pay, for the investigation and adjustment of grievances provided that they shall request permission from their Deputy Commissioner for the time required. Such permission may be withheld by the Deputy Commissioner only because of operating requirements to be specified in writing at the time of refusal but in no event for more than twenty-four (24) hours.

c. UNION officials may attend meetings with management during working hours, without loss of pay, provided that the Fire Commissioner is notified in advance.

d. Accredited members of the UNION's negotiating committee may attend meetings with management for the purpose of negotiations during working hours, without loss of pay, provided the Fire Commissioner is notified at least sixteen (16) hours in advance.

e. The EMPLOYER agrees that the UNION may hold its regular or special meetings in such Fire Stations as the UNION has heretofore utilized and that such meetings may be held even though certain members of the UNION are on duty in the Fire Station designated. WHEN REGULAR MONTHLY MEETINGS of the UNION are held off Fire Department premises, the President and Secretary-Treasurer may attend such meetings without loss of pay.

f. Representatives of the UNION, designated by the President, shall be granted leaves without loss of pay to attend state, national or international conventions of their organization, or to attend educational conferences in which their organization participates or which their organization sponsors, or any like functions, provided, however that the leaves of absence to which this paragraph applies shall not exceed a total of 240 working hours in any calendar year except that up to sixty (60) hours may be carried over to the following calendar year resulting in no more than 300 working hours in said following calendar year.

The UNION shall be entitled to an additional 180 working hours leave for such purposes or other union business provided that such time does not result in overtime costs to the EMPLOYER based on assignments and scheduled or approved leaves and provided further that the UNION official shall compensate the EMPLOYER in time, in agreement with the Fire Commissioner, for hours so taken.

Applications for leaves taken under these provisions must normally be submitted to the Fire Commissioner at least fifteen (15) days prior to the commencement of such leave.

6. The City agrees, that in accordance with Chapter 677 of the 1977 Laws of the State of New York, to deduct from the salary of an employee who is not a member of the UNION, but who is represented by the UNION for the purpose of collective negotiation, an Agency Shop Fee in an amount equivalent to the amount of dues payable by a member of the UNION, provided that the UNION establish and maintain a procedure of providing for the refund to any employee demanding the return of any part of such Agency Shop Fee deduction which represents the employee's pro rata share of expenditures by the UNION in aid of activities or causes only incidentally related to term and conditions of employment. The provisions of this paragraph shall continue, subject to provisions of law, for a period of three (3) years from the effective date hereof.

7. The EMPLOYER agrees that the UNION may utilize space presently so occupied in Fire Station No. 5, 496 Stratton Road, as a UNION office, and that the UNION may install and maintain telephone service therein at its own expense and may modify such space as may be deemed necessary by the UNION at its own expense provided that any modification requiring structural change(s) shall have the prior approval of the Fire Commissioner.

8. The EMPLOYER agrees to notify the UNION of all new hires or terminations occurring within the bargaining unit, as well as of changes affecting the job or pay status of employees in the bargaining unit. This notification shall be in the form of a copy of the official personnel action authorization by means of which such changes are affected.

ARTICLE 3. MANAGEMENT RIGHTS

1. 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 4. COMPENSATION

1. Annual Salaries.

a. There is set forth below in this Article a schedule of the annual salaries which the EMPLOYER shall pay to fire fighters during the term of this AGREEMENT beginning with and during their first year of employment, beginning with and during their second year of employment, beginning with and during their third year of employment and beginning with and during their fourth year of employment and thereafter as well as the annual salaries which the EMPLOYER shall pay to lieutenants and captains during the term of this AGREEMENT:

Effective Date:

Fire Fighter	1/1/07	1/1/08	7/1/08	1/1/09	7/1/09	1/1/10	7/1/10
1 st Yr. of Service	35,520	36,586	36,952	38,061	38,537	39,693	40,189
2 nd Yr. of Service	44,286	45,615	46,071	47,453	48,046	49,487	50,106
3 rd Yr. of Service	53,053	54,645	55,191	56,847	57,558	59,285	60,026
4 th Yr. of Service	61,821	63,676	64,313	66,242	67,070	69,082	69,946
5 th & following Yrs. of Service	70,586	72,704	73,431	75,634	76,579	78,876	79,862
Fire Lieutenant	84,699	87,240	88,112	90,755	91,889	94,646	95,829
Fire Captain	98,250	101,198	102,210	105,276	106,592	109,790	111,162

The parties agree that the EMPLOYER has the right to appoint probationary Fire Fighters either at the minimum salary or any higher amount above the minimum, and that, in either case, the salary will move to the next higher step after one year of service. All new employees for an academy class shall be hired at the same rate of pay. This clause shall not apply to lateral transfers.

All unit members employed on or before 1/1/98 who are below the maximum salary for their positions shall maintain their positions on the salary schedule by remaining the same number of steps from the maximum. For example, under the old system an employee at step 2 was 2 steps below the maximum, i.e., step 4. Under the new system, the employee would be in step 3 at 2 steps below the maximum, i.e., step 5.

b. Longevity: An employee shall be entitled to a longevity payment above his annual base rate as follows:

<u>Longevity</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>
After 5 yrs of Service	1,135	1,285	1,485	1,685
After 10 yrs of Service	1,335	1,485	1,685	1,885
After 15 yrs of Service	1,535	1,685	1,885	2,085
After 17 yrs of Service	2,650	2,800	3,000	3,200

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.

c. 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 except as specified in paragraph 5-7 of this provision.

The EMT differential shall be:

effective 01/01/07, \$1,454 on an annualized basis
 effective 01/01/08, \$1,498 on an annualized basis
 effective 07/01/08, \$1,513 on an annualized basis
 effective 01/01/09, \$1,558 on an annualized basis
 effective 07/01/09, \$1,578 on an annualized basis

effective 01/01/10, \$1,624 on an annualized basis
effective 07/01/10, \$1,645 on an annualized basis

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 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 on half (1-1/2) 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.

Effective 2004 through 2013, unit members, excluding Tier 1 members, shall not be eligible to receive the EMT Differential except that the following amounts shall be paid:

Effective 01/01/07: a total of \$200 per unit member
Effective 01/01/08: a total of \$275 per unit member
Effective 01/01/09: a total of \$325 per unit member
Effective 01/01/10: a total of \$400 per unit member

Effective 2014, unit members shall receive the EMT Differential at the amount then in effect pursuant to negotiated increases.

Effective January 1, 2004, all EMT training for re-certification shall be conducted for each unit member during regular work hours. There shall be no overtime or compensatory time attributable to unit members for required EMT re-certification.

A unit member, excluding a Tier 1 member, who currently possesses or is required to possess the EMT certifications as required by the Fire Commissioner pursuant to paragraph b, but fails to possess such EMT certifications for any reason whatsoever, will have the then current annual amount of EMT differential deducted from his base salary pro rated on a bi-weekly basis.

2. 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 (1-1/2) per hour for each hour of overtime worked by him over and above the regular tour of duty of such employee on such day, except that, with respect to any overtime worked beyond the regular daily tour on a Sunday or on any of the holidays specified in Article 6(1), an employee in the bargaining unit shall be compensated for such overtime at the rate of double his regular hourly rate of pay. The EMPLOYER agrees that it will maintain a rotating list for all overtime assignments except during fire emergencies or where conditions constitute a continuing condition which must be covered with a more regularized assignment.

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

c. Members of the bargaining unit who are entitled to receive compensation for overtime, shall receive such compensation for a minimum of one (1) hour in the event of a holdover from one tour of duty to the next or recall to duty.

d. The minimum call-back on Sundays and holidays shall be one and one-half (1-1/2) 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.

e. An employee who is ordered to be on standby shall be given one (1) hour compensatory time for every two (2) hours he actually remains on standby. Compensatory time for standby shall be pro-rated. For purposes of this section, standby is time that an employee is not actually on duty but is continuously available to report to duty within one (1) hour of receiving notification, and the employee is required to insure his availability by furnishing to the Fire Commissioner or his designee a place where he may be so notified.

3. Acting Out of Rank.

a. Members of the unit below the rank of Captain will be paid for each day after they have worked an out-of-title assignment at the rate of the higher position they temporarily occupy. A man shall be deemed to "act out-of-title" whenever he shall be required to perform duties in excess of or in addition to those required of his rank and appropriate to the next higher rank.

b. Consideration will be given to seniority and the exigencies of the situation in designation of out-of-title assignments. For the purpose of computing "days" out-of-title assignment, a member shall be deemed to have earned a "day" whenever he shall serve out-of-title for more than two (2) hours during any one regular tour. Payments will be made at the same time that overtime is paid.

c. A Fire Captain will receive out of title pay when designated to work for a minimum of one shift in the capacity of a Deputy Fire Chief by the Fire Commissioner effective February 25, 1998.

ARTICLE 5. WORK WEEK AND TOURS OF DUTY

1. The regular work week for each unit employee shall not exceed an average of 39.2 hours per week. There shall be in effect during the entire term of this AGREEMENT, the two platoon, four squad, system. The tours of duty of employees in the bargaining unit shall be based on a ten (10) hour day shift and a fourteen (14) hour night shift under a four squad, two platoon system except that, for those members whose duties do not require them to work rotating tours of duty, work schedules shall be designed to ensure that the work week averages 39.2 hours. Such schedules shall be understood to mean actual working hours.

2. 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.

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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.

ARTICLE 6. LEAVES

1. Holidays.

a. 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 paragraph c. below, whether a member works any portion of any holiday or not. Such additional day's pay shall be calculated as 1/260ths of the annual rate of pay. Payment for the 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.

b. Effective with 1980 vacation picks, members shall have the option to take time off instead of pay for holidays. Such substitution shall be on an hour for hour basis and shall be elected following the establishment of vacation and shorter hour work week time off schedules and shall be permitted only in those vacation and shorter hour work week time off slots.

c. It is agreed that for the purposes of this AGREEMENT holidays are enumerated as follows:

New Year's Day
Martin Luther King, Jr.'s Birthday
(on the date celebrated)
Lincoln's Birthday
Washington's Birthday (on the date celebrated)
Memorial Day
Independence Day
Labor Day
Columbus Day (on the date celebrated)
Election Day
Veteran's Day
Thanksgiving Day
Christmas Day

2. Vacations.

a. All employees covered by this AGREEMENT shall be entitled to annual vacation leave in conformity with the following schedule, but no vacation leave shall begin on an off tour day unless requested by the employee:

After one (1) year through : Fourteen (14) consecutive
the fifth (5th) year of : calendar days
service

From the sixth (6th) year : Twenty-one (21) consecutive
through the eleventh (11th) : calendar days
year of service

After twelve (12) years of : Twenty-eight (28) consecutive
service: calendar days

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 non-recoverable 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. If an employee has been employed less than one (1) year prior to December 31st of the year in which employed, said employee shall be entitled to one (1) day of vacation for every full month of employment, to be taken consecutively.

e. The selection of vacations and shorter hour work week time off shall be in accordance with seniority by squad. Each member shall be allowed one pick of a vacation period, whether it be a full or split period and one pick of a quarterly shorter hour work week time off during each rotation of the seniority list. Selection of vacations and shorter hour work week time off shall be accomplished while employees are on duty. Vacation selection shall be completed prior to any selection for shorter hour work week time off. Employees who are on vacation, shorter hour work week time off or sick leave shall forward to his Deputy Fire Commissioner his selection of vacation or shorter hour work week time off or designate an employee to make his selections. A vacation and shorter hour work week time off schedule will be posted in each fire house by August 30th. Deputy Fire Commissioners or their reliefs will circulate the list in their respective squads. The vacation and shorter hour work week time off schedule as completed will be posted in all fire houses by December 7th.

f. An employee shall have the right to accrue unused vacation time up to a maximum of two (2) years entitlement. However, the taking of such vacation shall be subject to the approval of the Commissioner.

3. 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 said 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.

4. Personal Leave. The EMPLOYER agrees that each employee in the bargaining unit hired by the Fire Department prior to January 1, 1984 is entitled to three (3) days of personal leave (not to be taken out of sick leave) per year.

The EMPLOYER agrees that each employee in the bargaining unit hired by the Fire Department on or after January 1, 1984 is entitled to personal leave as follows:

1st personal days	: 0 personal day
2nd year of service	: 1 personal day
3rd year of service	: 2 personal days
4th and following years of service	: 3 personal days

The time of taking such personal leave days is 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.

Personal leave days will not be taken on the following tours except in cases of emergency: tours starting during Memorial Day, Independence Day, and Labor Day; and tours ending during Christmas Day and New Year's Day.

5. Sick Leave. 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 or, in the case of new employees, on the date of appointment for the balance of the calendar year in which appointed. There shall be no limitation on the maximum accumulation of sick leave.

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 tour of duty.

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.

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. A UNION representative may be present at the counselling session on request of the employee.

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.

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.

Effective January 1, 1987, members shall accumulate bonus days for unused sick leave. Such bonus days shall be calculated on the basis of eight (8) hour days and shall be paid to said member upon retirement, or to member's estate or beneficiary, as the case may be, at the rate of pay in effect on the date of retirement according to the following schedule:

<u>Sick Days - Use in Year</u>	<u>Days Due Per Member</u>
0	1 (one)
1	2/3 (two-thirds)
2	1/3 (one-third)

6. 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, son-in-law, daughter-in-law, grandparent of the spouse or any relative of the employee or his spouse living in the same dwelling with the employee.

7. Compassionate Leave. In the event of critical or serious illness of an employee's grandparents, brother, sister, spouse, child, father or mother of the employee or of his spouse or a relative of the employee or his spouse living in the same dwelling with the employee, compassionate leave with pay up to four (4) days in any one calendar year may be granted upon certification by the employee's private physician or the City Physician that the employee's presence at the bedside of the critically or seriously ill member of the immediate family was absolutely essential to the treatment, care and possible recovery of the ill person from a medical or therapeutic standpoint. Such certification shall be presented to the Fire Commissioner or his representative before such leave with pay is granted.

8. Adjustment Leave. A member who was employed by the City of New Rochelle as a Fire Fighter, Fire Lieutenant, Fire Captain, or Police 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, Fire Lieutenant, and/or Fire Captain, in the City of New Rochelle shall be granted an adjustment leave of 264 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 the 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 overtime at time and one-half and the provisions of Article 4, Section 2 shall not apply.

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 .077% 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.

f. A member who has completed twenty-four (24) or more years of service may elect this provision no later than May 3, 1992 and select a retirement date of no later than December 31, 1992.

ARTICLE 7. HEALTH INSURANCE

1. Health Insurance Coverage. The health insurance plans currently sponsored by the EMPLOYER are as follows:

State Empire Plan, Core plus Enhancements

HEALTHNET formerly PHS
HIP
Empire BlueCross\Blue Shield (HMO)
Oxford

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 UNION shall have the right to demand negotiations with the EMPLOYER prior to the effective date of the change. In the event the UNION does not agree with the change and the EMPLOYER makes the same, the UNION shall have the right to demand binding arbitration under Article 9. 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.

Coverage. Effective January 1, 1991, the EMPLOYER shall pay the following maximum amounts toward any EMPLOYER sponsored health insurance plan for each unit member (except for unit members first hired by the City 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 to be enrolled in a health insurance plan shall be compensated \$200 per month effective July 2007 and \$400 per month effective January 2010 for each month the unit member is not enrolled in a health insurance plan. Payment shall be made on a semi-annual 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.

2. Retirees Coverage. The EMPLOYER agrees to continue to pay the full cost of 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 State Empire Plan Core+Enhancements on behalf of all employees in the bargaining unit who retire subsequent to January 1, 1972 and first hired by the City prior to January 1, 1983.

For members first hired by the City on and after January 1, 1983, the City shall contribute 82% of the premium for individual plus dependent coverage of the State Empire Plan - Core + Enhancements or shall contribute 82% of the premium for individual coverage of the Empire Plan - Core + Enhancements upon his or her retirement.

3. 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.

4. 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. The supplementary allowance ~~shall be~~ payable by January 31st of every year of \$350 in 2007, \$400 in 2008, \$475 in 2009 and \$550 in 2010 per unit member. *shall be*

Such allowance shall be based on authorized budgetary positions as of January 1st. Such allowance shall be paid to the UNION who in turn shall apply the allowance exclusively towards the cost of a Dental Plan for all unit members. The UNION warrants that the monies so paid shall not be co-mingled with other funds nor used for any purpose other than herein specified.

ARTICLE 8. PENSION CREDITS AND OTHER MATTERS RELATING TO PENSIONS AND BENEFITS

1. The EMPLOYER agrees that it will continue to provide to each employee in the bargaining unit the option of retirement under the New York State Policemen and Firemen Retirement System upon the completion of twenty (20) years of service with the Fire Department or, as an alternative, a retirement program after twenty-five (25) years of service with the Fire Department which shall include the one-sixtieth (1/60th) supplementary retirement benefit for each year of service rendered beyond twenty-five (25) years.

2. 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. 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.

4. Subject to the EMPLOYER'S legal ability to accomplish same, the EMPLOYER will cancel 360-b and utilize savings in money to contribute to the UNION'S variable benefits funds. (.1% of salary for Tier I employees is present rate.)

5. The City will adopt Section, 443-f, Final Average Salary for Tier II Fire Fighters, not prior to January 2, 2004 and not later than April 30, 2004.

ARTICLE 9. SETTLEMENT OF DISPUTES

1. All complaints, disputes or grievances, or any acts, conduct or relations between the UNION 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 UNION 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.

2. The UNION'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 Office of the Commissioner of the Fire Department which shall investigate jointly with a UNION representative such complaint, dispute or grievance and attempt an adjustment. All complaints, disputes or grievances shall be submitted within five (5) calendar weeks of the date of the grievance or after the UNION had reasonable opportunity to ascertain the act or conduct complained of. Decisions mutually reached by the representative of the UNION and the Fire Commissioner shall be reduced to writing and shall be binding upon the UNION and the employee(s) involved and the EMPLOYER.

3. In the event the UNION 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 UNION representative such complaint, dispute or grievance and attempt an adjustment. Decisions mutually reached by the UNION representative and the Director of Personnel shall be reduced to writing and shall be binding upon the UNION and the employee(s) involved and the EMPLOYER.

4. In the event the UNION representative and the Director of Personnel fail to agree within ten (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, provided however that demands for arbitration must be delivered to the City within ten (10) calendar weeks of the act or condition complained of or after the UNION had reasonable opportunity to ascertain the act or conduct complained of.

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

6. 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 Paragraphs of this AGREEMENT which are alleged to have been breached or violated, and shall delineate the precise relief requested.

7. 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 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.

8. 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.

9. Time limits contained herein are to be strictly followed. However, during periods when the Union President is on authorized vacation, any time limit shall be extended by the period of such authorized vacation. Time limits may be otherwise extended only by mutual consent of the parties expressed in writing.

10. 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.

11. Service of all papers may be made by regular mail or in person. In the case of the UNION, if service is made in person, it shall be made either upon the President or Secretary-Treasurer of the UNION.

12. 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 except that the initial filing fee of the American Arbitration Association will be paid by each party as billed. 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 10. GENERAL PROVISIONS

1. Probationary Appointments. The UNION and the EMPLOYER agree that the first one (1) year of a probationary appointment to the Fire Department is deemed to be a trial period; the parties further agree that while a probationary appointee is entitled to all of the economic benefits and terms of this AGREEMENT, such appointee is, nevertheless, subject to discharge from the Department by the EMPLOYER for any reason deemed sufficient by the EMPLOYER and such discharge, if it occurs, shall not be subject to the grievance procedure hereafter established under Article 9.

2. Uniform Allowance.

a. A uniform allowance shall be paid by the EMPLOYER in the month of January in each calendar year to each employee who is presently in the bargaining unit and shall be paid in accordance with existing practices. The Annual Amount of the uniform allowance is \$675 in 2007, \$700 in 2008, \$725 in 2009 and \$775 in 2010.

b. With respect to employees who become members of the bargaining unit after January 1, 2003, a uniform allowance of \$550.00 shall be paid to such employee upon the completion of his probationary appointment retroactive to the date upon which he first became a probationary appointee of the Fire Department. At the beginning of the next calendar year of his service as a permanent appointee of the Fire Department, he shall receive a pro rata share of the uniform allowance of \$450.00 per year as all other employees presently in the bargaining unit and on the same basis as set forth above; said pro rata share shall be computed on the basis of the number of calendar days actually worked during the preceding calendar year; thereafter he shall receive the full annual allowance as set forth in Section "a" above.

c. Effective January 1, 1979, an additional \$150.00 shall be paid upon promotion to Lieutenant and \$100.00 upon promotion to Captain.

d. An employee shall be compensated for the loss and damage to those personal items so damaged in the course of actively fighting a fire or riding to the scene of a fire or otherwise on duty limited to those items which are specifically included in the following listing:

Fatigue Shirts
Fatigue Pants
Sweater - Blue or Black
Sweatshirt - Blue or Black

Tie and Tie Clasp -
Approved Type
Boots - Rubber
Turnout Coat

Socks
Belt
Shoes - Black
Inspection Jacket -
Approved Type
Uniform Cap with Badge
Dress Uniform Trousers -
Deputy Commissioners
Uniform Jacket -
Deputy Commissioners

Helmet
Work Gloves
Quick-Hitch Pants
Prescription Eye Glasses
Dentures
Underwear
Wrist Watch - Employees
certified as Emergency Dress
Medical Technicians
only; maximum \$50.00
reimbursement per incident

3. Emergency Reporting Service.

a. The EMPLOYER agrees that no member in the bargaining unit shall be required to operate a telephone switchboard or to take incoming telephone calls. The EMPLOYER further agrees that (1) manning of the switchboard is a civilian job, (2) it will exercise strong supervision that this job shall be performed by a civilian, (3) it will pay close and corrective attention to attendance by civilians in this job, (4) part-time civilians must fulfill their responsibilities to cover in the absence of permanent civilians and (5) civilian shifts will be required to stand by until relieved by other civilians, even if over-time is involved.

b. Notwithstanding the above provisions, it is understood and agreed by the parties hereto that the Fire Commissioner or his designee may offer a Fire Fighter an opportunity to work on the emergency switchboard. Such a Fire Fighter may, without any reprimand or any other penalty, refuse such an offer. In multiple alarm of fire situations or in officially declared emergencies, an off-duty Fire Fighter may be recalled to man the switchboard, provided that such Fire Fighter has previously indicated his willingness to be recalled for that purpose. In multiple alarm of fires, the Acting Deputy Commissioner may be required to supervise the civilian operation of the emergency switchboard, so long as the same is necessary. However, no Fire Fighter on duty may be assigned to switchboard operations. The provisions of Article 4 relating to overtime shall be applicable to this paragraph.

4. No Strike - No Lockout Pledge. The UNION 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 the members of the UNION.

5. 207-a Policy, Relating to Job Incurred Disability. The negotiated 207-a policy relating to job incurred disability, which has been approved by the UNION membership and ratified by the City Council, is reproduced as a separate document.

6. Tuition Reimbursement: 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. Courses for which tuition reimbursement is sought must be in Fire Science or must be credited toward an undergraduate or graduate degree in Fire Science and must be approved in advance by the Fire Commissioner.

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

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

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

e. 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.

f. The total amount of the City tuition reimbursement that may be approved for unit membership as a whole shall not exceed \$15,000 per year effective 2007.

7. If an employee is directed to write an interdepartmental communication during his off duty hours, he shall be given one (1) hour compensation at straight time in cash.

8. The City shall make reasonable efforts to maintain its equipment in safe condition and shall make reasonable efforts to repair unsafe equipment as promptly as possible.

9. The City shall provide travel funds for training purposes and shall encourage such training provided there is no additional cost to the City for manpower and that when a member is absent on such training or necessary travel incident thereto during a day when he is scheduled for a day or night tour he shall be excused from such tour and when he is scheduled to be absent when he would be off-duty then he shall be granted one (1) day tour compensatory time off for each day of training or necessary travel incident thereto.

10. Effective January 1, 1984, or as soon thereafter as determined by the City Manager, members will assume all duties related to housing inspection (including but not limited to enforcement of pertinent codes), utilizing staffing levels as determined by the City.

If in the future the City attempts to drastically amend the duties relating to housing inspections, the City will be required to negotiate these matters with the UNION.

Housing inspections other than for heating complaints and other emergencies shall not be made on Sundays and holidays nor during the 6:00 p.m. to 8:00 a.m. shift.

The provisions of Article 10-16 shall not apply to housing complaints.

11. A member's duty schedule may be rearranged as manpower availability permits to accommodate schedules required to take educational or training courses undertaken by individual members in accordance with present practice.

12. Pay checks will be available at Fire Station No. 1 after 4:30 p.m. on Thursdays preceding pay days.

13. Parking spaces for employees' vehicles at the various station houses as they are presently available shall continue to be available.

14. The participation of off-duty members in City activities shall be on a voluntary basis on the part of the member unless ordered to participate on an overtime pay basis.

15. Employees shall be permitted to maintain present vending machines in the Fire Stations of the City.

16. Members may be relieved from duty up to thirty (30) minutes prior to end of shift provided that another member in the next shift has reported for duty. In special circumstances, upon approval of the Company Officer, members may be relieved from duty up to two (2) hours prior to end of shift provided that another member in the next shift has reported for duty.

17. Members shall be permitted to take (mutual) leaves of absence when he has arranged for another member to work the tour or tours of duty. The member taking the (mutual) leave of absence must pay back the member working for him by working for him. There shall be no monetary compensation between members for such exchange of tour. There shall be no time limit for repayment and the UNION will assume sole responsibility that such tours are in fact paid back. No member will be permitted to work more than twenty-four (24) consecutive hours.

18. Routine mobile inspections and outdoor training schedules may be suspended when the outdoor temperature is below 25 Fahrenheit or above 90 Fahrenheit.

19. Members shall be excused from duty for the purpose of Civil Service examinations for the scheduled period of the examination and thirty (30) minutes thereafter.

20. Special leave of absence without relief shall be granted members engaged in charitable events sponsored by the UNION. Granting of such special leave of absence is subject to manpower availability as determined by the Fire Commissioner or his deputy.

21. 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.

22. The CITY shall allow members of the Fire Department to supply and maintain physical fitness and recreational equipment in the Fire Stations.

23. The title "FIRE FIGHTER" shall be used by the CITY OF NEW ROCHELLE for uniformed employees of the Department of Fire below the rank of Lieutenant.

24. All fire apparatus of the CITY OF NEW ROCHELLE shall be manned only by fire fighters employed by said CITY.

25. The President and Secretary-Treasurer of the UNION shall be assigned to Station No. 5 at all times, unless they agree to being transferred.

26. Fire Fighters shall not be required to do any major repairs in and around any of the Fire Houses, such as painting of building, electrical, or concrete work, etc., which has been done by outside contractors or other City employees.

27. All kitchen appliances, such as stoves, refrigerators, etc., plus tables, chairs, beds and linens shall be supplied and maintained by the CITY OF NEW ROCHELLE.

28. Any Fire Fighter hurt in the line of duty shall have the right to receive treatment from their own physician at the CITY'S expense.

29. The CITY OF NEW ROCHELLE shall be liable for all medical costs to Fire Fighters injured in the line of duty.

30. When a retired, or active Fire Fighter dies, a member of his family may request that a fire apparatus be used the day of the funeral, and the CITY OF NEW ROCHELLE, shall grant such a request.

The apparatus used shall be either a Station Wagon or a Fire Engine, or both on request. Such apparatus shall be manned at no cost to the CITY.

31. The parties agree to continue the practice of storage of U.F.F.A. equipment in various Station Houses throughout the City, provided that no claim for damages will be instituted against the CITY for damages.

32. The Memorial Monument for deceased members of the Fire Department of the CITY OF NEW ROCHELLE, NEW YORK, shall remain on the grounds of Fire Station No. 1, located at 45 Harrison Street, New Rochelle, New York. The CITY shall continue to provide for said monument, a proper Flag of the United States, lighting and light bulbs. The ASSOCIATION shall continue to maintain and care for the Monument and surrounding grounds.

The CITY shall also allow the ASSOCIATION to conduct its Memorial Day Services at this Monument, at no cost to the CITY.

33. Dress Uniforms of the Department of Fire are not required to be worn to and from work by members of the bargaining unit.

34. Fire Equipment Mechanic. The Fire Equipment Mechanic shall be included in this Unit for purposes of representation, grievances and salary determination except Local 663 conditions (e.g. hours, Local 663 Workers' Compensation provision [not 207a], Local 663 retirement including Tier 3 death benefits.) Effective 2003, the Fire Equipment Mechanic shall be paid \$600 per year for equipment expense reimbursement and \$200 per year for tool allowance. Effective 2008, these rates shall be increased to \$700 per year and \$300 per year respectively.

No other change in current conditions of Fire Equipment Mechanic.

35. Linen: Each unit member shall purchase, supply and wash his own linen including bed sheets, pillow covers and any other miscellaneous material required. Each unit member shall be reimbursed for this expense as follows: a total of \$50 in 2007 and a total of \$30 in each successive year of this Agreement.

ARTICLE 11. MODIFICATION OR AMENDMENT

1. 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 question of interpretation or application of any article of said AGREEMENT prior and up to the time of the 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 or disagreements that may have existed prior and up to the time of the signing of this AGREEMENT except that any grievance commenced during a contract period, concerning which a timely Demand for Arbitration was filed, and any grievance filed at the first stage during the term of the contract period being negotiated, which grievance relates to a provision of the former contract and which provision is by prior agreement to be included without change in the successor contract, shall be considered as continuing regardless of the date of signing of the new contract.

2. 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.

ARTICLE 12. HEALTH AND SAFETY COMMITTEE

1. A general Health and Safety Committee shall be created consisting of two (2) representatives appointed by the CITY and two (2) representatives appointed by the UNION. The Committee shall consider all matters of safety to the members of the Fire Department, including but not limited to the total number of employees reporting to a fire and the minimum number of employees to be assigned to each piece of fire fighting apparatus. The foregoing is intended to be illustrative and not inclusive. Decisions of the Committee shall be by majority vote, provided however, that an equal number of CITY and UNION representatives appear at such meetings and such decisions are in writing. Meetings shall be held quarterly or on special call of any two of the representatives.

2. Whenever decisions of the Committee require implementation either by the CITY or by the UNION and such implementation is not accomplished or enforced, such failure to accomplish or enforce, except where such decision involves number, type and/or deployment of personnel, may be treated as a grievance in the third instance under the provision of Article 9 of this AGREEMENT.

3. Whenever the Committee vote fails to produce a majority vote, except where the matter involves number, type and/or deployment of personnel, either the CITY or the UNION may refer the matter to binding arbitration in the same manner as provided for grievances in the third instance under the provisions of Article 9 of this AGREEMENT.

ARTICLE 13. LABOR MANAGEMENT COMMITTEE

Effective with the approval of this Agreement, and maintaining the rights of either party to enforce the existing sick leave provisions of the contract, there shall be a labor-management committee consisting of the UFFA President and his designee and the Fire Commissioner and his designee to discuss sick leave.

ARTICLE 14. COMMITTEE TO REPORT ON DRUG TESTING

The City and the UFFA agree to establish a Committee consisting of not more than two representatives each to meet on a potential drug testing policy. The Committee will prepare a written report to be submitted to the City Manager no later than December 31, 2007.

APPROVED AS TO FORM:

Dated _____

**UNIFORMED FIRE FIGHTERS
LOCAL 273, I.A.F.F.:**

Corporation Counsel

By: _____
President

CITY OF NEW ROCHELLE:

By: _____
Secretary/Treasurer

By: _____
City Manager