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**AGREEMENT  
BETWEEN  
CITY OF RYE, NEW YORK  
AND  
CITY OF RYE PROFESSIONAL FIRE FIGHTERS ASSOCIATION  
LOCAL 2029, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS**

AGREEMENT made and entered into the *11<sup>th</sup>* day of *July*, 2001, effective January 1, 2001, by and between the CITY OF RYE, a municipal corporation located in the County of Westchester, State of New York, (hereinafter referred to as the "Employer"), and the CITY OF RYE PROFESSIONAL FIRE FIGHTERS ASSOCIATION, LOCAL 2029, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, (hereinafter referred to as the "Association").

WITNESSETH

WHEREAS, the Employer has previously recognized the Association as the exclusive representative of all full time, permanent, non-supervisory employees of the Employer in the Fire Department, for the purpose of negotiating collectively with the City, the terms and conditions of employment of said employees, as more fully set forth by a resolution adopted by the City Council of the City of Rye on April 19, 1972; and

WHEREAS, the Association has affirmed, and hereby reaffirms that it will not violate any section of the Taylor Law during the term of this agreement; and

WHEREAS, a written agreement between the parties expired on December 31, 2000, and the parties have met and negotiated new terms of employment in good faith; and

WHEREAS, the parties hereto desire to promote harmonious and cooperative relationships between them in accordance with the policy expressed in Section 200 of the Civil Service Law; now

THEREFORE, in consideration of the premises, it is hereby mutually agreed between the parties hereto as follows:

**ARTICLE I  
RECOGNITION**

The Employer recognizes the Association as the exclusive representative of all full time, permanent employees of the Employer in the Fire Department, except the Fire Inspector, in all matters pertaining to salaries, benefits and other conditions of employment, in accordance with Section 204 of the Civil Service Law for the period commencing January 1, 2001, and ending December 31, 2004.

**ARTICLE IV**  
**HOURS OF WORK**

It is the intention of the parties that a unit employee with ten or more years of service shall work 1776 regular hours of work per year, excluding vacations and holidays, when requested to perform firematic duties by the employer in conformance with department rules and regulations promulgated by the employer and the provisions of this contract, including the one platoon system, which shall consist of a twenty-four (24) hour tour of duty. It is understood that a man on vacation shall not be recalled except in emergency. The regular hours of work for unit employees with less than ten years of service will be proportionately greater, consistent with the annual leave and holiday provisions of this agreement.

**ARTICLE V**  
**SALARIES AND WAGES**

1. **Pay Plan.**

The pay plan for all employees in the Unit for the calendar years 2001 - 2004 shall be as follows:

- A. Effective January 1, 2001, Step 1 shall be \$32,500 and Steps 2-6 of the salary schedule in effect on December 31, 2000 shall be increased by 3.5%.
- B. Effective January 1, 2002, Steps 1-6 of the salary schedule in effect on December 31, 2001 shall be increased by 3.5%.
- C. Effective January 1, 2003, Steps 1-6 of the salary schedule in effect on December 31, 2002 shall be increased by 3.5%.
- D. Effective January 1, 2004 Steps 1-6 of the salary schedule in effect on December 31, 2003 shall be increased by 3.5%
- E. New employees will be placed in the training step. Upon completion of the mandatory training and a minimum of six months of service, employees will be entitled to advancements to the next higher salary level (incremental step) upon a positive evaluation of work performance as provided for by 1E of Article V of the current contract which remains in effect. They will be entitled for consideration for advancement to the next higher step on the anniversary of their advancement from the training step.
- F. For employees hired after January 1, 1977, advancement to a higher salary level (incremental step) shall be based upon a positive evaluation of work performance. Failure to advance on the salary steps (incremental step) shall not be subject to the Grievance Procedure, but any employee not advanced to a higher salary level (incremental step) shall be entitled, upon request, to a conference meeting with the City Manager and the Association Representative.

worked or is scheduled to work a full complement of 1,776 regular straight time hours or a greater number of hours, as provided in Article IV.

B. For purposes of calculation, monetary overtime will be calculated and paid on the basis of actual salary earned, including any longevity payments.

C. Overtime accumulated and not repaid, or scheduled to be repaid, in compensatory time will be repaid in cash within thirty days of when it is earned.

D. Employees recalled to work after leaving at the end of an assigned shift shall be guaranteed a minimum of 4 hours pay at straight time rates.

#### ARTICLE VII PROBATIONARY EMPLOYEES

All employees in the Fire Department negotiating unit will be appointed for a fifty-two week probationary period.

#### ARTICLE VIII ANNUAL LEAVE

Annual leave for employees in the bargaining unit shall be granted as follows:

A. All permanent, full time employees are entitled to annual leave.

B. Annual leave may not be taken without prior approval of the appropriate Department Head and the Department Head shall not unreasonably refuse such requests.

C. Annual leave may be taken in segments with the approval of the appropriate Department Head and the Department Head may require it to be so used if the interests of the City so require.

D. Annual leave entitlement is determined by the date of starting service with the City and is based on continuous service.

E. Annual leave must be taken during the twelve-month period following the twelve-month period during which it is earned; except that, with the approval of the City Manager, annual leave may be accumulated to a total of thirty-six days by employees who have been in continuous City service for at least ten years.

F. The minimum period of annual leave which may be allowed is one-half day.

G. An employee separating from City service with annual leave to his credit is to be paid the value of said leave in a lump sum payment.

A. All permanent, full time employees are entitled to sick leave when incapacitated for duty by sickness, injury, pregnancy and confinement.

B. For employees in the unit hired prior to January 1, 1977, sick leave is earned at the rate of 10 days (10 hours) per month of employment, up to a maximum accumulation of 365 days (2920 hours).

For employees in the unit hired on or after January 1, 1977, sick leave is earned at the rate of 10 days (10 hours) per month of employment, up to a maximum accumulation of 165 days (1320 hours).

C. Employees who request sick leave shall notify their supervisors as early as practical on the first day of absence, or as soon thereafter as possible. Failure to give sick notice may result in forfeiture of pay.

D. Sick leave in excess of two days shall be supported by a medical certificate, or medical proof, and Department Heads may require a medical certificate for sick leave of two days or less. When a medical certificate can not be reasonably obtained for sick leave of two days or less, an affidavit by the employee relating the facts that required absence may be substituted for a medical certificate at the discretion of the Department Head.

E. Sick leave certificates must be signed by a registered physician certifying as to the period of disability, examination or treatment.

F. The minimum period of sick leave which may be allowed is one-half day.

G. A doctor's certificate or other medical proof satisfactory to the City may, at the option of the City, be required of any employee returning from sick leave as proof of such employee's fitness for work.

H. An employee returning from sick leave may, at the option and expense of the City, be required to undergo a physical or mental examination, by a physician chosen by the City, as proof of such employee's fitness to return to work. If any dispute should arise between the employee's physician and the City's physician, such dispute shall be subject to a determination by a third physician chosen mutually by the first two physicians, and the cost of said medical examination shall be borne equally by both parties. Such decision shall be final and binding on both parties.

I. In cases of serious disability or ailment and when the exigency of the situation so requires, sick leave may be extended for a period not to exceed thirty days upon prior approval of the City Manager, and such extended period shall be deducted from such sick leave as may accrue after the employee returns to work. An application for an extension of sick leave must be supported by a medical certificate.

J. After an employee exhausts all of the sick leave eligibility allowed him under the terms of this agreement, he may further extend his sick leave in worker's compensation cases by utilizing his annual leave to further extend his sick leave.

- C. No prior approval is required for bereavement leave, but the department head shall be notified as soon as conveniently possible.
- D. Employees exercising bereavement leave will receive their regular rate of pay for the scheduled working hours missed during the first two scheduled work days following the occasion of death for each member of the family as defined above.
- E. Additional bereavement time may be granted by and at the sole discretion of the department head.- Such additional time shall be taken as authorized leave without pay, or, at the option of the employee, charged against any other accrued and available time, including but not limited to compensatory time, vacation leave, personal leave and/or sick leave. Sick leave used as bereavement leave shall not be charged against the employee for the purpose of calculating cash payments for unused sick leave.

**ARTICLE XII**  
**COURT LEAVE**

- A. All permanent, full time employees are entitled to court leave.
- B. Court leave shall be granted for attendance in court for jury duty. Employees are not required to remit to the City the per diem compensation or transportation allowances received for jury duty.
- C. Employees requiring court leave must notify their supervisors in advance and, following the leave, must submit evidence of the court attendance, including the time involved.
- D. All members of the unit must participate in any on-call procedures made available by the Court to which they are summoned for jury duty.

**ARTICLE XIII**  
**WORKER'S COMPENSATION LEAVE**

- A. An employee with worker's compensation claim who is required to visit a doctor for further examination need not take one-half day sick leave but will be given actual time off as needed to attend the appointment.
- B. Employees who have made claims for worker's compensation benefits and who seek to return to their jobs after being absent from work for any period of time shall be required to produce a written doctor's certificate indicating that the employee is able to return to work and whether there are any restrictions as to the work that can be performed and whether the employee can return to his or her normal work load. The employee shall be allowed to return to work only after receiving written approval to return from the Department Head.

**ARTICLE XVI**  
**HEALTH PLAN**

A. The Employer shall continue to participate in a health plan such as the State Health Insurance Plan, the Westchester County Health Insurance Plan, or a similar health insurance plan, and shall pay, during the term of this agreement, 100 per cent of the cost of the premium on behalf of those employees of the Employer in the bargaining unit as of January 1, 1986, and 100 per cent of such premiums for coverage of dependents of such employees. The Employer shall pay 75 per cent of the premium on behalf of those employees in the bargaining unit hired after January 1, 1986, and 75 per cent of such premiums for coverage of dependents of such employees.

Effective January 1, 1998, or as soon as practicable thereafter, the City shall be permitted to provide health insurance coverage under the alternate MEBCO Plan.

A Labor-Management Committee comprising two representatives of the Union and two representatives of the City will meet to discuss mutually acceptable optional health plans. This is not to be considered as an automatic reopener of negotiations.

The Employer shall continue to provide full premium payments for retired City employees of the bargaining unit and their dependents during the lifetime of the retired employee.

B. The Employer shall pay 60% of the cost of a family plan and 100% of the cost of an individual plan per participating employee, for the purpose of purchasing a dental insurance program covering bargaining unit employees and their dependents. The Union shall provide the City Comptroller with proof of the existence of participating employees as a condition of any payment by the City.

**ARTICLE XVII**  
**DEATH BENEFIT**

The Employer will provide for the guaranteed ordinary death benefit during the term of this agreement, as permitted under the provisions of Section 360-b of the Retirement and Social Security Law. The Employer will provide the death benefits permitted under Section 208-b of the General Municipal Law during the term of this agreement, in addition to the death benefit payable under the Policemen's and Firemen's Retirement System.

Effective January 1, 2001, the Employer shall pay up to \$8.00 per month, per participating employee, for the purpose of purchasing group life insurance. Effective January 1, 2003, the Employer shall pay up to \$12.00 per month, per participating employee, for the purpose of purchasing group life insurance.

**ARTICLE XXI**  
**PERSONAL LEAVE**

All members of the bargaining unit shall be entitled to a maximum of 40 hours (i.e., two 14-hour tours plus one 10-hour tour, four 10-hour tours, or two 10-hour tours plus one 14-hour tour) of personal leave, to be taken in complete shifts, which said shifts may be granted upon one day's prior notice to the Fire Inspector, except in cases of emergency, and the employee must have the prior approval of the Department Head or City Manager, or his designee, which shall not be unreasonably withheld. Personal Leave which is unused at the end of the calendar year shall be added to the employee's sick leave accrual, subject to the maximum accumulation established by Article X, B & C. New employees shall not be entitled to use personal leave during the first six months of employment.

**ARTICLE XXII**  
**EDUCATION AND TRAINING**

The Employer shall budget \$1,500 annually for the training and education in courses related to employment of employees in the bargaining unit. These funds will be made available for reimbursement, or partial reimbursement, of employees' expenses for tuition, registration and course materials, up to a maximum of \$750 per employee per year. The training program must be pre-approved by the Fire Chief and the City Manager and successfully completed by the employee to be eligible for reimbursement. Eligibility of a specific course will be at the sole discretion of the City and subject to the availability of funds. Effective January 1, 1999, the Employer shall budget \$2,000 annually and the maximum available per employee shall be \$1,000 per year, as above.

Employees not on active duty status shall not be eligible for such reimbursement. In addition, the City shall be reimbursed for any payments made under this program if the employee retires, resigns, or is otherwise terminated within two (2) years of such payment. This shall not apply to any employee who is unable to work due to disability or illness.

**ARTICLE XXIII**  
**GRIEVANCE PROCEDURE**

**1. Definitions.**

As used herein, the following terms shall have the following meanings:

- A. "Employee" shall mean any person directly employed and compensated by the City of Rye.
- B. 1) "Grievance" shall mean any claimed violation, misinterpretation, or inequitable application of the existing laws, rules, procedures, regulations, administrative orders, or work rules of the City of Rye, or a department thereof, by an employee

B. The person to whom the grievance is presented shall thereafter make such investigation as he deems appropriate, and shall consult with his supervisors to such extent as he deems appropriate, all on an informal basis.

C. Within three days after presentation of the grievance to him, the person to whom the grievance is presented shall make his decision, communicate the same to the employee presenting the grievance and to the employee's representative, if any, and file a memorandum concerning it.

4. Second Stage.

A. If an employee presenting a grievance shall not be satisfied with the decision made pursuant to Section 3 herein, he may, within five days thereafter, request a review and determination of his grievance by his Department Head.

Such request shall be in writing and shall include a statement of the specific nature of the grievance and the facts relating to it. Such request shall be served upon both the officer to whom he request is being made and the person to whom the grievance was originally presented. Thereupon, and within two days after receiving such request, the latter shall submit to the former a written statement of the specific nature of the grievance, the facts relating to it, and his original decision concerning it, and a copy of such statement shall be served upon the aggrieved employee.

B. The person or persons considering the request may, and at the request of the employee shall, hold an informal hearing within five days after receiving the written request and statement from the employee. The employee, and his representative, if any, may appear at the hearing and present oral and written statements or arguments.

C. Within five days after the close of the hearing, or within eight days after the grievance has been submitted if there be no hearing, a decision shall be made and communicated to the employee presenting the grievance and to the employee's representative, if any.

5. Third Stage.

A. If an employee presenting a grievance shall not be satisfied with the decision made pursuant to Section 4 herein, he may, within five days thereafter, request a review and determination of his grievance by the City Manager. Such request shall be served upon the City Manager and the persons who heard the initial presentation and second stage. Thereupon, and within two days after receiving such request, the latter two shall submit to the City Manager written statements of the specific nature of the grievance, the facts relating to it, and their original decision concerning it, and a copy of such statements shall be served upon the aggrieved employee.

B. The City Manager may, and at the request of the employee shall, hold a hearing within five days after receiving the written request and statement from the employee.

change in the procedure will not be continued without having given the Association ten (10) days prior written notice to submit recommendations concerning such change.

C. This document constitutes the sole and complete agreement between the parties and embodies all the terms and conditions governing the employment of employees in the unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is (or may be) subject to collective bargaining.

**ARTICLE XXV**  
**PHYSICAL EXAMINATION**

During the term of this agreement, the City will provide a cardiogram for all prospective firemen tentatively selected from a Civil Service list to the Fire Department. A report of the cardiogram should be provided to such persons involved within 30 days after the report is received by the City.

**ARTICLE XXVI**  
**NO STRIKE**

A. The Association affirms that it does not assert the right to strike against the Employer and agrees that it will not assist or participate in any such strike, or impose upon any of its members or others an obligation to conduct, assist or participate in such a strike. The word "strike" shall include any work stoppage, partial work stoppage, slow down, refusal to follow the proper instructions of a supervisor, or any concerted effort by any means to interfere with the normal and efficient operation of any department of the Employer.

B. The Association shall have the affirmative duty to disavow any strike as defined above, and to urge its membership, in writing, within 24 hours of written notification by the City of a strike, to cease and desist from such conduct.

**ARTICLE XXVII**  
**CITY RIGHTS**

The provisions of this agreement shall be expressly limited to the terms and conditions of the employment of the non-supervisory employees of the Employer in the Fire negotiating unit, as provided in Section 104 of the Civil Service Law, and shall not be construed to restrain or limit the Employer in the full and absolute management of its affairs, except as modified by this agreement. It is recognized that the management of the Employer's departments, the control of its properties and the maintenance of order and efficiency are solely the responsibility of the Employer.

The Employer may maintain a performance rating system to be applied to all departments and all City personnel for use by the Employer in the improvement of overall departmental performance.

**ARTICLE XXXII**  
**WITHDRAWAL OF BARGAINING PROPOSALS NOT AGREED TO**

All proposals submitted by either party during the course of negotiations leading up to this agreement and not covered by express terms of this agreement are considered dropped and withdrawn.

**ARTICLE XXXIII**  
**PARTIAL INVALIDITY**

If any provision of this Agreement becomes invalid or unenforceable by virtue of any legislation or court decision, it shall not affect the remaining provisions of this agreement and they shall remain in full force and effect as though the invalid or unenforceable provision had not originally been included.

**ARTICLE XXXIV**  
**DISTRIBUTION OF AGREEMENT**

The City shall provide a copy of this Agreement to each employee in the negotiating unit within 90 days of its execution.

**ARTICLE XXXV**  
**VACATION/COMP TIME LIST**

The vacation list shall be prepared by the Association, subject to the approval of the City Manager, by November of each year. This provision is not intended to and shall not affect the City's right to fully and absolutely manage the affairs of the Fire Department, including determining the number of men who may be on vacation at a particular time, or altering the vacation schedule where necessary to meet manpower shortages, emergency situations or to preserve high firematic standards.

**ARTICLE XXXVI**  
**MEMBERSHIP RIGHTS**

The City agrees that all employees may become and remain members of the Association in good standing. The City further agrees that all new employees hired subsequent to the signing of this agreement may become and remain members of the Association in good standing. It is further agreed that the decision to become and remain members of the Association in good standing shall remain discretionary with the employee.

**CITY OF RYE  
PAY PLAN 2001 FIRE NEGOTIATING UNIT  
JANUARY 1 - JUNE 30, 2001**

| Step | Grade 12C Fire Fighter |
|------|------------------------|
| 1    | 32,500                 |
| 2    | 37,585                 |
| 3    | 42,670                 |
| 4    | 47,755                 |
| 5    | 52,840                 |
| 6    | 57,925                 |

**Note I - Longevity increases for employees hired after 01/01/77**

|          |     |
|----------|-----|
| 9 Years  | 500 |
| 14 Years | 500 |
| 19 Years | 550 |

**Note II - Longevity increases for employees hired prior to 01/01/77**

|          |     |
|----------|-----|
| 9 Years  | 600 |
| 14 Years | 630 |
| 19 Years | 660 |

**Note III - 1976 Longevity increases \***

|          |     |
|----------|-----|
| 9 Years  | 779 |
| 14 Years | 819 |
| 19 Years | 858 |

**\* Figures to be used in those cases where Longevity increments were received prior to 01/01/77.**

**CITY OF RYE**  
**PAY PLAN 2002 FIRE NEGOTIATING UNIT**  
**JANUARY 1 - DECEMBER 31, 2002**

| <b>Step</b> | <b>Grade 12C Fire Fighter</b> |
|-------------|-------------------------------|
| 1           | 33,638                        |
| 2           | 38,900                        |
| 3           | 44,163                        |
| 4           | 49,426                        |
| 5           | 54,689                        |
| 6           | 59,952                        |
| 7           | 64,610                        |

**Note I - Longevity increases for employees hired after 01/01/77**

|                 |            |
|-----------------|------------|
| <b>9 Years</b>  | <b>500</b> |
| <b>14 Years</b> | <b>500</b> |
| <b>19 Years</b> | <b>550</b> |

**Note II - Longevity increases for employees hired prior to 01/01/77**

|                 |            |
|-----------------|------------|
| <b>9 Years</b>  | <b>600</b> |
| <b>14 Years</b> | <b>630</b> |
| <b>19 Years</b> | <b>660</b> |

**CITY OF RYE  
PAY PLAN 2004 FIRE NEGOTIATING UNIT  
JANUARY 1 - DECEMBER 31, 2004**

| <b>Step</b> | <b>Grade 12C Fire Fighter</b> |
|-------------|-------------------------------|
| 1           | 36,033                        |
| 2           | 41,671                        |
| 3           | 47,309                        |
| 4           | 52,947                        |
| 5           | 58,585                        |
| 6           | 64,222                        |
| 7           | 69,212                        |

**Note I - Longevity increases for employees hired after 01/01/77**

|                 |            |
|-----------------|------------|
| <b>9 Years</b>  | <b>500</b> |
| <b>14 Years</b> | <b>500</b> |
| <b>19 Years</b> | <b>550</b> |

**Note II - Longevity increases for employees hired prior to 01/01/77**

|                 |            |
|-----------------|------------|
| <b>9 Years</b>  | <b>600</b> |
| <b>14 Years</b> | <b>630</b> |
| <b>19 Years</b> | <b>660</b> |