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#### **Contract Database Metadata Elements**

**Title: Rye, City of and City of Rye Professional Fire Fighters Association, International Association of Fire Fighters (IAFF), Local 2029 (2005)**

**Employer Name: Rye, City of**

**Union: City of Rye Professional Fire Fighters Association, International Association of Fire Fighters (IAFF)**

**Local: Local 2029**

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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 this day of <sup>4/5/</sup> 2005, effective January 1, 2005, 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 Firefighters of the Employer in the Fire Department, for the purpose of negotiating collectively with the Employer, the terms and conditions of employment of said Firefighters, 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 expires on December 31, 2004, 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 Firefighters 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, 2005, and ending December 31, 2009.

ARTICLE II  
DUES DEDUCTION

- A. The Employer agrees to deduct from all regular Firefighters who are members of the Association covered by this Agreement, dues of the Association, and agrees to remit the same bi-weekly to the Treasurer of the Association, provided a written authorization therefore is filed by each Firefighter with the City Comptroller, as required by Section 93 and 93-b of the General Municipal Law, on a form approved by the parties to this Agreement. If the amount of monthly dues to be deducted is changed, deduction of the amount shall, if feasible without extraordinary expense, begin with the payment for the second payroll period following the payroll period during which the Employer receives official notice from the Association of the new amount. Deductions for a new member of the Association will begin with the pay period following the pay period in which the Employer receives the signed dues deduction card from the Firefighter. Reinstated members of the Association will be treated in the same manner as new members.
  
- B. All Firefighters who are included in the Association but who are not members of the Association shall be required to pay to the Association an Agency Shop Fee as provided by Civil Service Law, which is an amount equivalent to the amount of dues payable by a member of the Association. The Employer will make deductions from the wages of said Firefighters and transmit them in the same manner as specified in paragraph A of this Article II (Dues Deduction) as an Agency Shop Fee deduction.
  
- C. The Association shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Section.

ARTICLE III  
WORK SCHEDULE

The work schedule shall be on the basis of a one-platoon system, consisting of a tour of duty of twenty-four (24) hours. The Employer shall have the right to change the present work schedule, provided it is maintained as a one-platoon system, consisting of a tour of duty of twenty-four (24) hours.

In the event of a declared emergency situation, either by the City Manager or Lieutenant/Fire Inspector, the one-platoon system shall revert to a two-platoon system, consisting of a twelve (12) hour day and a twelve (12) hour night.

ARTICLE IV  
HOURS OF WORK

It is the intention of the parties that a unit Firefighter with ten (10) or more years of service shall work 1,776 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 Agreement, including the one platoon system, which shall consist of a twenty-four (24) hour tour of duty. It is understood that a Firefighter on vacation shall not be recalled except in emergency. The regular hours of work for unit Firefighters with less than ten (10) years of service will be proportionately greater, consistent with the annual leave and holiday provisions of this Agreement.

ARTICLE V  
SALARIES AND WAGES

A. Pay Plan.

The pay plan for all Firefighters in the Association for the calendar years 2005 through 2009 shall be as follows:

1. Effective January 1, 2005, the salary schedule will increase by 2.0% at all steps.
2. Effective July 1, 2005, the salary schedule will increase by 2.0% at all steps.
3. Effective January 1, 2006, the salary schedule will increase by 2.0% at all steps.
4. Effective July 1, 2006, the salary schedule will increase by 2.0% at all steps.
5. Effective January 1, 2007, the salary schedule will increase by 2.0% at all steps.
6. Effective July 1, 2007, the salary schedule will increase by 1.75% at all steps.
7. Effective January 1, 2008, the salary schedule will increase by 2.0% at all steps.
8. Effective July 1, 2008, the salary schedule will increase by 1.75% at all steps.
9. Effective January 1, 2009, the salary schedule will increase by 1.75% at all steps.
10. Effective July 1, 2009, the salary schedule will increase by 1.75% at all steps.
11. Effective December 1, 2009, step 7 of the salary schedule will be \$84,000.
12. New Firefighters will be placed in the first step of the pay plan, (hereinafter referred to as the "training step"). Firefighters will be entitled to advancements to the next higher salary

level (incremental step) upon completion of the mandatory training and a minimum of six (6) months of service and a positive evaluation of work performance. Such Firefighters will be entitled to consideration for advancement to the next higher step on the anniversary of their advancement from the training step.

13. 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 Firefighter 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.

B. Longevity.

The longevity feature of the pay plan for the Firefighter shall continue to be based on total service with the Employer rather than service in a position. Eligibility for longevity payments for all Firefighters shall be based on total years of continuous service with the Employer, determined by the Firefighter's date of provisional or permanent hiring.

1. For Firefighters on the payroll prior to January 1, 1977, annual longevity payments in the amount of \$1,890 shall be made as an addition to base salary.
2. Effective January 1, 2005, the following annual longevity payments shall be made as an addition to base salary:
  - a. At the completion of 9 years of continuous service, an additional \$500.
  - b. At the completion of 14 years of continuous service, an additional \$500.
  - c. At the completion of 19 years of continuous service, an additional \$550.
3. Effective January 1, 2007, the following annual longevity payments shall be made as an addition to base salary:
  - a. At the completion of 9 years of continuous service, an additional \$500.
  - b. At the completion of 14 years of continuous service, an additional \$550.
  - c. At the completion of 19 years of continuous service, an additional \$600.
4. Receipt of longevity pay shall be based upon a positive evaluation of work performance. Failure to receive longevity pay shall not be subject to the Grievance Procedure, but any Firefighter not receiving longevity pay shall be entitled, upon request, to a conference meeting with the City Manager and an Association Representative.

The Employer, at its option, may assign up to one Firefighter per squad additional administrative duties. Such Firefighter shall receive an additional stipend of \$3,000 per year.

A Firefighter assigned on an extended, non-routine vacation or sick leave relief to the duties of Fire Inspector shall be compensated at the rate of \$2,700 per year, pro-rated after the first thirty (30) days.

ARTICLE VI  
OVERTIME

- A. All overtime will be compensated at the one and one-half (1½) time rate of pay. No member of the Association shall receive any overtime compensation until he or she has 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 (Hours of Work) of this Agreement.
- 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 (30) days of when it is earned.
- D. Firefighters recalled to work after leaving at the end of an assigned shift shall be guaranteed a minimum of four (4) hours pay at straight time rates.

ARTICLE VII  
PROBATIONARY FIREFIGHTERS

All Firefighters in the Fire Department negotiating unit will be appointed for a fifty-two (52) week probationary period.

ARTICLE VIII  
ANNUAL LEAVE

Annual leave for Firefighters in the Association shall be granted as follows:

- A. All permanent, full time Firefighters 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 Employer so require.
- D. Annual leave entitlement is determined by the date of starting service with the Employer 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 (36) days by Firefighters who have been in continuous service with the Employer for at least ten (10) years.

- F. The minimum period of annual leave that may be allowed is one-half (½) day.
- G. A Firefighter separating from service with the Employer, with annual leave to Firefighter's credit, is to be paid the value of said leave in a lump sum payment.
- H. All Firefighters shall be entitled to the following annual leave:
  - 1. Ten (10) working days (80 hours) after employment for one (1) year of service.
  - 2. Fifteen (15) working days (120 hours) after employment for five (5) years of service.
  - 3. Twenty-five (25) working days (200 hours) after employment for ten (10) years of service.
- I. A Firefighter on extended sick leave at the beginning of his/her scheduled vacation will be given an opportunity to reschedule said vacation for a period of up to one (1) year.

#### ARTICLE IX HOLIDAYS

All permanent, full time Firefighters are entitled to one hundred and four (104) hours of leave in recognition of the following holidays:

- |                                  |                                    |
|----------------------------------|------------------------------------|
| 1. New Year's Day                | 8. Columbus Day                    |
| 2. Martin Luther King's Birthday | 9. Election Day                    |
| 3. Lincoln's Birthday            | 10. Veterans Day                   |
| 4. Washington's Birthday         | 11. Thanksgiving Day               |
| 5. Memorial Day                  | 12. Day following Thanksgiving Day |
| 6. Independence Day              | 13. Christmas Day                  |
| 7. Labor Day                     |                                    |

Holidays that occur on Sundays will be observed the following Monday. Holidays that occur on Saturdays will be observed on the preceding Friday. In addition, all permanent, full-time Firefighters will receive thirty-two (32) hours straight time as Holiday Pay paid on or about July 1 each year for the following four holidays: Thanksgiving, Christmas, New Years Day and Independence Day.

#### ARTICLE X SICK LEAVE

Sick leave will be provided to all regular, full time Firefighters in the Association as follows:

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

- B. Firefighters shall earn sick leave at the rate of one and one-quarter (1¼) days (10 hours) per month of employment, up to a maximum accumulation of one hundred sixty-five (165) days (1320 hours).
- C. Firefighters 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 (2) days shall be supported by a medical certificate or medical proof, and Department Heads may require a medical certificate for sick leave of two (2) days or less. When a medical certificate cannot be reasonably obtained for sick leave of two (2) days or less, an affidavit by the Firefighter relating the facts that required absence may be substituted for a medical certificate at the discretion of the Department Head.
- E. A registered physician certifying as to the period of disability, examination or treatment must sign sick leave certificates.
- F. The minimum period of sick leave that may be allowed is one-half (½) day.
- G. A doctor's certificate or other medical proof satisfactory to the Employer may, at the option of the Employer, be required of any Firefighter returning from sick leave as proof of such Firefighter's fitness for work.
- H. A Firefighter returning from sick leave may, at the option and expense of the Employer, be required to undergo a physical or mental examination, by a physician chosen by the Employer, as proof of such Firefighter's fitness to return to work. If any dispute should arise between the Firefighter's physician and the Employer'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 (30) days upon prior approval of the City Manager, and such extended period shall be deducted from such sick leave as may accrue after the Firefighter returns to work. A medical certificate must support an application for an extension of sick leave.
- J. After a Firefighter exhausts all of the sick leave eligibility allowed the Firefighter under the terms of this Agreement, the Firefighter may further extend his/her sick leave in worker's compensation cases by utilizing his/her annual leave to further extend his/her sick leave.
- K. Sick leave pay shall be pro-rated as provided for in paragraph D of Article XIII (Worker's Compensation Leave) of this Agreement.



L. Incentive Sick Leave Program.

1. The Employer will make cash payments annually for unused sick leave according to the following schedule:

<u>Sick Shifts Taken</u>	<u>Bonus Hours</u>
0	30
1	20
2	16
3	12
4	8
5 or more	0

2. Cash payments will be made according to an equivalent hourly rate determined by dividing the annual base salary by 2,080 hours. Payment will be made on or about December 15 of each year by separate check.
3. Benefits under this program are based on attendance from December 1 each year through November 30 of the following year. The bonuses will be awarded eligible Firefighters who are on the payroll on November 30 and who are continuously employed by the Employer for the year immediately preceding that date.
4. The intent of this program is to reward individuals who have outstanding attendance records. Each unpaid absence not previously approved prior to a scheduled workday will be considered as a sick day taken for purposes of computing this benefit.

M. Emergency Sick Leave Bank.

An emergency sick leave bank shall be established and administered in accordance with the sections below.

1. Eligibility.

The Employer and the Association, realizing the economic effects of a long-term illness on any Firefighter, have joined together in establishing a voluntary Emergency Sick Leave Bank ("Bank"). All Firefighters who are represented by the Association and have completed at least one (1) year of continuous service with the Employer shall be eligible to join. Membership is earned when a Firefighter voluntarily contributes two (2) days of earned sick leave time to the bank.

2. Emergency Sick Leave Bank.

- a. The Association President shall appoint an Emergency Sick Leave Board ("Board") consisting of three (3) members ("Trustees") of the Association for a term coinciding with the term of the President.
- b. The Board shall administer the Bank, be responsible for the accepting and recording of members, maintaining records regarding the number of sick leave days in the Bank, and acting on each application for benefits submitted to it within ten (10) working days.
- c. Decisions by the Board are final, subject to the Employer's approval that the Board acted in compliance with paragraph (M)(4)(a) of this Article X (Eligibility for Benefits). If the Employer rejects the Board's determination and finds that the Board did not act in compliance with paragraph (M)(4)(a) of this Article X (Eligibility for Benefits), the dispute will immediately be filed with the American Arbitration Association for a hearing and final determination.
- d. The records of the Board shall be available for inspection by the Employer and the Board will make periodic reports, which include members, number of days contributed, days awarded and balance of days in bank to the Employer's Personnel Officer.

### 3. Contributions

- a. All completed Emergency Sick Leave Bank contribution forms must be received by the Board by May 1 of each year.
- b. Once a contribution has been made, it may not be withdrawn. Payroll clerk(s) and/or the person(s) responsible for the time and attendance records will distribute contribution forms supplied to them by the Association.
- c. When the Board decides that the Bank's remaining number of sick days has reached a level that requires further contributions, it will notify each member of this fact in writing and will request a further contribution of one (1) or more days. Membership in the Bank can only be maintained by complying with such request. Non-compliance will not result in previously contributed sick leave time being returned.

### 4. Eligibility for Benefits

- a. An enrolled member who has exhausted all accumulated time credits and is suffering from a prolonged or disabling illness or mental incapacitation, and is not entitled to benefits as defined in Section 207-a of the General Municipal Law is eligible to apply to the Bank. A completed "Application for Emergency Sick Leave Bank Benefits" form shall be provided to the Board with any

documentation deemed necessary by it with regard to the nature and duration of the disabling condition. The Board shall have the right to disapprove an application for appropriate reason, including improper use of accumulated time credits (for example, suggesting a pattern of absences). The Board shall also have the right, at any time, to consult with independent medical practitioners.

- b. After finding that the application meets the requirements described above, the initial application may be granted for up to twenty (20) working days. Vacation, personal leave and sick leave credits shall not be earned for periods when an employee is on such leave with pay.

#### 5. Renewal of Application

If after making its original determination it is found that a member's recovery shall require more than twenty (20) working days, the Board shall reconvene to determine renewal of the application for up to an additional twenty (20) working days. However, the maximum number of days the Board may allocate for any one illness shall not be for more than one (1) work year.

#### 6. Repayment

Members shall be required to reimburse the Bank from time earned (vacation, personal leave and sick leave) at a rate not to exceed five (5) days per year.

### ARTICLE XI BEREAVEMENT LEAVE

- A. Bereavement leave shall be granted for attendance at funerals and for bereavement to all Firefighters within the Association in the event of a death of a member of the family, as hereinafter defined.
- B. A "member of the family" shall mean the Firefighter's spouse, children, grandchildren, brothers, sisters, parents, grandparents, brothers-in law, sisters-in-law, parents-in-law, grandparents-in-law, step-children, step-grandchildren, step-brothers, step-sisters, step-parents, step-grandparents, step-brothers-in-law, step-sisters-in-law, step-parents-in-law, and step-grandparents-in-law.
- C. No prior approval is required for bereavement leave, but the Department Head shall be notified as soon as conveniently possible.
- D. Firefighters exercising bereavement leave will receive their regular rate of pay for the scheduled working hours missed during the first two (2) 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 Firefighter, 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 Firefighter for the purpose of calculating cash payments for unused sick leave.

ARTICLE XII  
COURT LEAVE

- A. All permanent, full time Firefighters are entitled to court leave.
- B. Court leave shall be granted for attendance in court for jury duty. Firefighters are not required to remit to the Employer the per diem compensation or transportation allowances received for jury duty.
- C. Firefighters 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. A Firefighter 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. Firefighters 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 Firefighter is able to return to work and whether there are any restrictions as to the work that can be performed and whether the Firefighter can return to his/her or her normal work load. The Firefighter shall be allowed to return to work only after receiving written approval to return from the Department Head.
- C. In no case shall any combination of disability or compensation payments exceed the regular daily compensation of a Firefighter.
- D. Sick leave pay shall be pro-rated, based on the compensation payments received by the Employer, in accordance with the provisions of Section 237 of the Worker's Compensation Law.

ARTICLE XIV  
GENERAL LEAVE REGULATIONS

The following provisions shall be applicable to all types of leave provided for in this Agreement:

- A. Leave shall accrue while employees are in a leave-with-pay status, except when such payments are based on Section 207-a of the General Municipal Law.
- B. Leave shall not accrue during periods of disciplinary suspension.
- C. Unavoidable absence from duty of one-half (½) hour or less and tardiness shall be handled administratively by excuse for adequate reason, requiring time to be made up, disciplinary action, or charged against annual leave, as may be determined by the Department Head or City Manager.

ARTICLE XV  
RETIREMENT PLAN

- A. The Employer agrees to make contributions to the pension accumulation fund of the New York State Policemen's and Firemen's Retirement System on behalf of each member of the said Retirement System who is a full time, permanent paid firefighter of the Fire Department of the City of Rye, to provide a retirement allowance of one-half of his final average salary after 25 years of service as such employee of said department, and to provide for an increase in said retirement allowance upon retirement, by a sum equal to one-sixtieth of his final average salary for each completed additional year of service after 25 years, pursuant to the provisions of Section 384 of the Retirement and Social Security Law. Final average salary shall be as defined in Section 302, subdivision 9d, as amended, and shall become effective on September 1, 1975.
- B. The Employer agrees to make contributions to the pension accumulation fund of the New York State Policemen's and Firemen's Retirement System on behalf of each member of the said Retirement System who is a full time permanent paid firefighter of the Fire Department of the City of Rye, to provide a retirement allowance of one-half of the final average salary after 20 years of service as an employee of such Department, and who has applied for such retirement plan, as required by law. (Plan 384-d).

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, the alternate MEBCO plan, or a similar health insurance plan, and shall pay, during the term of this Agreement,

one hundred (100%) percent of the cost of the premium on behalf of those Firefighters of the Employer in the Association as of January 1, 1986, and one hundred (100%) percent of such premiums for coverage of dependents of such Firefighters. Firefighters in the Association hired after January 1, 1986 shall contribute twenty-five (25%) percent of the cost of such health insurance premiums, not to exceed four (4%) percent of the Firefighter's base annual salary.

- B. The Employer shall continue to provide full premium payments for retired Firefighters of the Association and their dependents during the lifetime of the retired Firefighter.
- C. A Labor-Management Committee comprising two (2) representatives of the Association and two (2) representatives of the Employer will meet to discuss mutually acceptable optional health plans. This is not to be considered as an automatic re-opener of negotiations.
- D. The Employer shall pay sixty (60%) percent of the cost of a family plan and one hundred (100%) percent of the cost of an individual plan per participating Firefighter, for the purpose of purchasing a dental insurance program covering Association Firefighters and their dependents. The Association shall provide the City Comptroller with proof of the existence of participating Firefighters as a condition of any payment by the Employer.
- E. If a Firefighter is eligible for individual or family coverage under the health plan the Employer participates in and elects not to receive such coverage (i.e., no coverage or individual only coverage while eligible for family coverage), the Employer will reimburse twenty-five (25%) percent of the Employer's net savings to the Firefighter, pro-rated on a bi-weekly basis. The Firefighter is responsible for providing the Employer with any required certification of eligibility and release documents that the Employer may require.

#### 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 New York State and Local Police and Fire Retirement System.

The Employer shall pay up to twelve (\$12.00) dollars per month, per participating Firefighter, for the purpose of purchasing group life insurance.

ARTICLE XVIII  
TIME OFF FOR ASSOCIATION REPRESENTATIVES

Members of the Association will be permitted to attend meetings of the New York Professional Fire Fighters Association, with pay on a straight time basis, not exceeding a total of seventy-two (72) duty hours for the unit in any calendar year. Such members shall submit a written application for the time off, in advance, to the City Manager or his/her designee, who may deny it if the interests of the Employer so require.

If the President or his/her designated agent is on duty, he/she will endeavor to handle all matters of the Association during the lunch period or before or after working hours, except when it is necessary to telephone, or in an emergency to visit members of the Association or representatives of the Employer at a location other than the one at which the President or his/her designated agent is working, whereupon the President or his/her designated agent shall obtain the permission of his/her Immediate Supervisor, which permission will not unreasonably be denied, and he/she will be given a reasonable time off to attend to such matter.

ARTICLE XIX  
BULLETIN BOARD

The Association shall have the right to post notices relating to its Association on a bulletin board to be furnished by the Employer, subject to the approval of the appropriate Department Head as to the contents thereof.

ARTICLE XX  
UNIFORM ALLOWANCE

- A. The Employer shall supply all outer firefighting garments for permanently appointed Firefighters of the Fire Department, and a dress blue uniform whenever required, plus adequate work uniform. All clothing will be replaced to be consistent with the good grooming of the members of the Fire Department, but at the determination of the Employer.
- B. The Employer shall furnish the regulation dress uniform, whenever required, to all such Firefighters who, by reason of promotion, are mandated to change their style of regulation dress uniform.
- C. The Employer shall provide identification cards and nameplates for each member in the unit.
- D. The Employer shall pay each Firefighter on December 1 of each year, as a uniform cleaning and maintenance allowance, an annual amount, pro-rated, of \$550.

Service Law. In the event of conflict between this Agreement and the unilaterally issued rule or regulation of the Employer, this Agreement shall prevail.

Nothing in this Agreement shall in any way prohibit the Employer from discharging or otherwise disciplining any Firefighter for just cause. Grounds for discharge or discipline shall include, but are not limited to, fighting on the job, drinking or drunkenness on the job, use or possession of non-prescription habit-forming or narcotic drugs, dishonesty, careless use or abuse of Employer property, insubordination or negligence in the performance of duties, or incompetence.

Matters involving dismissal shall be subject to the provisions of Section 75 of the Civil Service Law and are not subject to the grievance procedure. In matters not involving dismissal, disciplinary action may be taken, subject to the grievance procedure.

3. "Department" shall mean the City of Rye Fire Department.
4. "Immediate Supervisor" shall mean the Firefighter or officer on the next higher level of authority above the Firefighter in the Department wherein the grievance exists and who normally assigns and supervises the Firefighter's work and approves the Firefighter's time record or evaluates the Firefighter's work performance. In the event the Immediate Supervisor is unavailable, "Immediate Supervisor" or "Department Head" shall include the superior of such Immediate Supervisor.
5. "Days" shall mean all days other than Saturdays, Sundays and legal holidays. Saturdays, Sundays and legal holidays shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this resolution.

**B. Declaration of Basic Principles.**

Every Firefighter, and the Employer, shall each have the right to present grievances in accordance with the procedures provided herein, free from interference, coercion, restraint, discrimination or reprisal, and shall have the right to be represented by a person of their own choosing at all stages of the grievance procedure.

**C. Initial Presentation.**

1. Any Firefighter who claims to have a grievance shall present his/her grievance orally, or in writing, to his/her Immediate Supervisor within four days after the grievance occurs.
2. The person to whom the grievance is presented shall thereafter make such investigation, as he/she deems appropriate, and shall consult with his/her supervisors to such extent, as he/she deems appropriate, all on an informal basis.
3. Within six days after presentation of the grievance to him/her, the person to whom the grievance is presented shall make his/her decision, communicate the same to the Firefighter presenting the grievance and to the Firefighter's representative, if any, and file a memorandum concerning it.



ARTICLE XXI  
PERSONAL LEAVE

All members of the Association shall be entitled to a maximum of forty (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 (1) day's prior notice to the Fire Inspector, except in cases of emergency, and the Firefighter must have the prior approval of the Department Head or City Manager, or his/her designee, which shall not be unreasonably withheld. Personal leave that is unused at the end of the calendar year shall be added to the Firefighter's sick leave accrual, subject to the maximum accumulation established by paragraphs B and C of Article X (Sick Leave) of this Agreement. New Firefighters shall not be entitled to use personal leave during the first six (6) months of employment.

ARTICLE XXII  
EDUCATION AND TRAINING

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

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

ARTICLE XXIII  
GRIEVANCE PROCEDURE

A. Definitions.

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

1. "Firefighter" shall mean any person directly employed and compensated as a Firefighter by the Employer.
2. "Grievance" shall mean any claimed violation, misinterpretation, or inequitable application of the terms of this Agreement. This procedure shall not, however, apply to any Firefighter's rate of compensation, retirement benefits, disciplinary proceeding, or any other matter which is otherwise reviewable pursuant to law or any rule or regulation having the force and effect of law, including but not limited to Section 75 of the Civil

D. Second Stage.

1. If a Firefighter presenting a grievance shall not be satisfied with the decision made pursuant to paragraph C of this Article XXIII (Initial Presentation), he/she may, within five (5) days thereafter, request a review and determination of his/her grievance by his/her Department Head.
2. 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 the request is being made and the person to whom the grievance was originally presented. Thereupon, and within two (2) 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/her original decision concerning it, and a copy of such statement shall be served upon the aggrieved Firefighter.
3. The person or persons considering the request may hold an informal hearing within ten (10) days after receiving the written request and statement from the Firefighter. The Firefighter, and his/her representative, if any, may appear at the hearing and present oral and written statements or arguments.
4. Within ten (10) days after the close of the hearing, or within sixteen (16) days after the grievance has been submitted if there be no hearing, a decision shall be made and communicated to the Firefighter presenting the grievance and to the Firefighter's representative, if any.

E. Third Stage

1. If a Firefighter presenting a grievance shall not be satisfied with the decision made pursuant to paragraph D of this Article XXIII (Second Stage), he/she may, within ten (10) days thereafter, request a review and determination of his/her 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 (2) 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 Firefighter.
2. The City Manager may hold a hearing within ten (10) days after receiving the written request and statement from the Firefighter. The Firefighter and his/her representative, if any, may appear at the hearing and present oral and written statements or arguments.
3. Within ten (10) days after the close of the hearing, or within sixteen (16) days after the grievance has been submitted if there be no hearing, a decision shall be made and communicated to the Firefighter presenting the grievance, and to the Firefighter's representative, if any.

F. Fourth Stage – Binding Arbitration

If any Firefighter shall be not satisfied with the decision made pursuant to paragraph E of this Article XXIII (Third Stage), the Association may, within ten (10) days thereafter, request binding arbitration of the grievance by an arbitrator to be designated by the American Arbitration Association, pursuant to its Rules or by any arbitrator satisfactory to the Association and the Employer.

G. Cost of Arbitration

Costs and expenses payable to the American Arbitration Association and the costs of the fee of the Arbitrator for his/her 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/her award, direct and order a party or both parties to pay the fees and expenses of the American Arbitration Association and his/her fees for services rendered, as he/she shall see fit in his/her sole and exclusive discretion.

H. Similar Grievances Combined

1. If two or more Firefighters have similar grievances and they are all members of the Association, such grievance(s) may be presented jointly by the aggrieved Firefighters and/or their representative.
2. If one or more persons who are not members of the Association have grievances similar to those of one or more Firefighters, such similar grievances may be presented jointly by the aggrieved Firefighters and/or their representative, provided that the other aggrieved person(s) and the employee organization, if any, recognized or certified as representing the other aggrieved person(s), consent to such presentation.

I. Grievances Brought by the Employer

If the Employer wishes to present a grievance, it shall do so within ten (10) days after knowledge of the occurrence involved is obtained by the City Manager. In such event, the grievance shall be communicated in writing to a representative of the Association, who shall make such investigation as he/she deems appropriate, and shall within ten (10) days after receipt of the Employer's grievance, communicate his/her decision regarding the grievance in writing to the City Manager and the Department Head involved. If the Employer is not satisfied with the decision of the Association representative, it may proceed directly to institute arbitration under paragraph F of this Article XXIII (Fourth Stage – Binding Arbitration).

ARTICLE XXIV  
CHANGES IN PROCEDURE

- A. The Employer shall not eliminate any generalized benefit that has been continuously enjoyed by all Firefighters for a substantial period of time without good cause.
- B. Pursuant thereto, the Employer may change any of the present rules, regulations and long-standing practices or the working conditions of Firefighters, provided that the Association is given at least a ten (10) day written notice of the proposed change and an opportunity to submit recommendations concerning such change to the appropriate official of the Employer, except in an emergency. In the event that a change in procedure is made in an emergency without notice to the Association, upon termination of the emergency the 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 Firefighters in the unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject that is, or may be subject to, collective bargaining.

ARTICLE XXV  
PHYSICAL EXAMINATION

During the term of this Agreement, the Employer will provide a cardiogram for all prospective Firefighters tentatively selected from a Civil Service list to the Fire Department. A report of the cardiogram should be provided to such persons involved within thirty (30) days after the Employer receives the report.

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 twenty-four (24) hours of written notification by the Employer of a strike, to cease and desist from such conduct.

ARTICLE XXVII  
EMPLOYER RIGHTS

The provisions of this Agreement shall be expressly limited to the terms and conditions of the employment of the non-supervisory Firefighters of the Employer in the Association, 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 XXVIII  
FIREFIGHTER COMMITTEE

The Employer, through the City Manager, agrees to meet with a committee of two (2) Association members, or more when reasonably necessary, on a quarterly basis or at such other times as may be mutually convenient, to discuss various matters of interest to the Association. Any such meetings shall be conducted so as not to interfere with the regular work schedule of the Firefighters. A member of the Board of Fire Wardens, designated by the Board of Fire Wardens, shall have the right to attend any meeting that involves a matter that is within the jurisdiction of the Board of Fire Wardens under the City Charter.

ARTICLE XXIX  
SENIORITY LIST

On the first day of January of each year, the Association shall post a seniority list at the main firehouse, prepared by the Association and subject to the approval of the City Manager. The list shall remain posted for a period of ten (10) days, during which any disputes with respect to seniority shall be considered and resolved by the Association, subject to the approval of the City Manager. The list shall then be placed on file at City Hall for the remainder of the year. The list shall be available at City Hall for inspection by members of the Association during business hours, upon reasonable request.

Full time, permanent Firefighters shall have seniority rights. In the event that two (2) or more Firefighters first report to duty at the same time, seniority shall then be determined on the basis of the order that their names appear on the eligibility list from which their appointment is made, with the Firefighter standing higher on such eligibility list having the higher seniority.

ARTICLE XXX  
WHEN LEGISLATIVE ACTION REQUIRED

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

ARTICLE XXXI  
NO DISCRIMINATION

The parties agree there shall be no discrimination with regard to hiring, promotion, job assignment, or other conditions of employment because of race, age, sex, creed, color, physical disabilities or national origin. The parties further agree to cooperate in the implementation of any affirmative action plan.

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 Employer shall provide a copy of this Agreement to each Firefighter in the negotiating unit within ninety (90) days of its execution.

ARTICLE XXXV  
VACATION/COMPENSATORY 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

Employer's right to fully and absolutely manage the affairs of the Fire Department, including determining the number of Firefighters who may be on vacation at a particular time, or altering the vacation schedule where necessary to meet staffing shortages, emergency situations or to preserve high firematic standards.

ARTICLE XXXVI  
MEMBERSHIP RIGHTS

The Employer agrees that all Firefighters may become and remain members of the Association in good standing. The Employer further agrees that all new Firefighters 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 Firefighter.

ARTICLE XXXVII  
MILITARY SERVICE

The re-employment rights of Firefighters and probationary Firefighters will be in accordance with applicable laws and regulations.

Firefighters who are members of any branch of the Armed Forces Reserve or the National Guard will be compensated for the difference between their Reserve or National Guard pay and their regular pay when they are on full-time active duty in the Reserve or National Guard, during any properly declared national or state emergency, provided proof of service and pay is submitted.

The Employer will continue to pay its contribution for all benefits during any such period of active duty.

ARTICLE XXXVIII  
DRUG TESTING POLICY

In addition to all existing rights it may have, the Employer shall have the right to implement a policy and procedure for controlled substance and alcohol testing. Such policies and procedures will be as attached hereto and upon which the Association and Employer have conferred during these collective bargaining sessions.

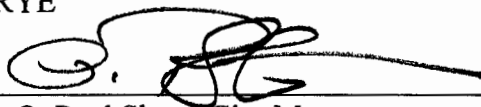
TERM OF AGREEMENT

This Agreement shall commence January 1, 2005, and shall terminate December 31, 2009.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their officers on the day and year first above written.

CITY OF RYE

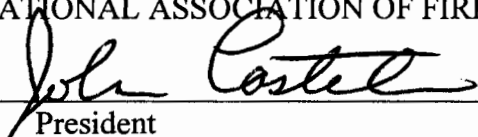
By:



O. Paul Shew, City Manager

CITY OF RYE PROFESSIONAL FIRE FIGHTERS ASSOCIATION, LOCAL 2029,  
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

By:



President



CITY OF RYE  
PAY PLAN 2005 FIRE NEGOTIATING UNIT  
JANUARY 1 – JUNE 30, 2005

<u>Step</u>	<u>Grade 12C Fire Fighter</u>
1	36,754
2	42,504
3	48,255
4	54,006
5	59,757
6	65,506
7	70,596

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

CITY OF RYE  
PAY PLAN 2005 FIRE NEGOTIATING UNIT  
JULY 1 – DECEMBER 31, 2005

<u>Step</u>	<u>Grade 12C Fire Fighter</u>
1	37,489
2	43,354
3	49,220
4	55,086
5	60,952
6	66,816
7	72,008

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

9 Years	500
14 Years	500
19 Years	550

CITY OF RYE  
PAY PLAN 2006 FIRE NEGOTIATING UNIT  
JANUARY 1 – JUNE 30, 2006

<u>Step</u>	<u>Grade 12C Fire Fighter</u>
1	38,239
2	44,221
3	50,204
4	56,188
5	62,171
6	68,152
7	73,448

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

9 Years	500
14 Years	500
19 Years	550

CITY OF RYE  
PAY PLAN 2006 FIRE NEGOTIATING UNIT  
JULY 1 – DECEMBER 31, 2006

<u>Step</u>	<u>Grade 12C Fire Fighter</u>
1	39,004
2	45,105
3	51,208
4	57,312
5	63,414
6	69,515
7	74,917

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

9 Years	500
14 Years	500
19 Years	550

CITY OF RYE  
PAY PLAN 2007 FIRE NEGOTIATING UNIT  
JANUARY 1 – JUNE 30, 2007

<u>Step</u>	<u>Grade 12C Fire Fighter</u>
1	39,784
2	46,007
3	52,232
4	58,458
5	64,682
6	70,905
7	76,415

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

9 Years	500
14 Years	550
19 Years	600

CITY OF RYE  
PAY PLAN 2007 FIRE NEGOTIATING UNIT  
JULY 1 – DECEMBER 31, 2007

<u>Step</u>	<u>Grade 12C Fire Fighter</u>
1	40,480
2	46,812
3	53,146
4	59,481
5	65,814
6	72,146
7	77,752

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

9 Years	500
14 Years	550
19 Years	600

CITY OF RYE  
PAY PLAN 2008 FIRE NEGOTIATING UNIT  
JANUARY 1 – JUNE 30, 2008

<u>Step</u>	<u>Grade 12C Fire Fighter</u>
1	41,290
2	47,748
3	54,209
4	60,671
5	67,130
6	73,859
7	79,307

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

9 Years	500
14 Years	550
19 Years	600

CITY OF RYE  
PAY PLAN 2008 FIRE NEGOTIATING UNIT  
JULY 1 – DECEMBER 31, 2008

<u>Step</u>	<u>Grade 12C Fire Fighter</u>
1	42,013
2	48,584
3	55,158
4	61,733
5	68,305
6	74,877
7	80,695

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

9 Years	500
14 Years	550
19 Years	600



CITY OF RYE  
PAY PLAN 2009 FIRE NEGOTIATING UNIT  
JANUARY 1 – JUNE 30, 2009

<u>Step</u>	<u>Grade 12C Fire Fighter</u>
1	42,748
2	49,434
3	56,123
4	62,813
5	69,500
6	76,187
7	82,107

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

9 Years	500
14 Years	550
19 Years	600

CITY OF RYE  
PAY PLAN 2009 FIRE NEGOTIATING UNIT  
JULY 1 – NOVEMBER 30, 2009

<u>Step</u>	<u>Grade 12C Fire Fighter</u>
1	43,496
2	50,299
3	57,105
4	63,912
5	70,716
6	77,520
7	83,544

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

9 Years	500
14 Years	550
19 Years	600

CITY OF RYE  
PAY PLAN 2009 FIRE NEGOTIATING UNIT  
DECEMBER 1 – DECEMBER 31, 2009

<u>Step</u>	<u>Grade 12C Fire Fighter</u>
1	43,496
2	50,299
3	57,105
4	63,912
5	70,716
6	77,520
7	84,000

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

9 Years	500
14 Years	550
19 Years	600

**City of Rye, New York Fire Department**  
**Drug Testing Policy**  
Effective January 1, 2005

**Policy**

It is the policy of the City of Rye, New York Fire Department ("Department") to detect and deter the use and possession of illegal drugs and the abuse of prescription drugs by its members. This Department recognizes that the use and possession of illegal drugs constitutes a serious threat to the health and safety of all employees and members of the public. Accordingly, the purpose of this order is to formalize a Department policy that prohibits the use of any illegal substance and/or drug capable of impairing the ability of our members to perform their duties.

**Definitions**

*Drug:* The term "Drug" shall include controlled substances as defined in section 220.00(5) of the Penal Law, State of New York, and marijuana, as defined in section 220.00(8).

*Drug Abuse:* The term "Drug Abuse" shall include the use of a controlled substance or marijuana, which has not been legally prescribed and/or dispensed, and the improper or excessive use of a legally prescribed drug.

*Random Employee Selection Sheet:* A computer-generated list of randomly selected Department members identified by employee I.D. numbers.

*Computer Control Sheet:* A computer-generated list of all Department members contained within the random drug test database.

**Procedure**

Department members shall be subject to random drug testing.

**A. Random Periodic Testing**

1. No more than twenty (20%) percent of the Department shall be subject to random drug testing during any calendar year.

**B. Refusal to Submit**

1. The refusal by a member of the Department to submit to a drug test pursuant to the provisions of this order may result in immediate suspension and in subsequent disciplinary action, which may include dismissal from the Department.

**C. Testing Procedures**

1. The City of Rye, New York Police Department's Internal Affairs Unit will directly supervise all drug testing collection procedures and every reasonable effort will be made to maintain member confidentiality.

2. Each member of the Department being tested shall present his or her identification card at the test location to ensure proper identification.
3. Each member of the Department being tested may consult with and be accompanied by a representative of his or her collective bargaining unit. The Association representative may confer with and advise the member before and after the collection process, but shall not participate in or interfere with the process in any way. The collection process shall not be delayed because the Association representative is unavailable.
4. Prior to testing, each member shall complete an Employee Drug Testing Questionnaire listing all medications ingested during the preceding ten (10) days. The questionnaire will be sealed in an envelope and the member's name and date will be written on the outside. If the test results are negative the envelope will remain sealed and be destroyed in the presence of the President(s) of the appropriate bargaining unit(s).
5. The integrity of the sample collection process will be maintained with due regard for the dignity and privacy of the member. There shall be no direct observation of the giving of the urine sample unless there is reason to believe that the sample may be tampered with, in which event direct observation shall be made by a person of the same gender as the member providing the sample.
6. A laboratory licensed or certified by the Department of Health and Human Services (DHHS) shall perform testing. Two separate containers, supplied by the testing lab, shall be prepared for each member being tested. Each container shall have a code number and date of collection affixed. The specimen shall be divided into two samples at the time of collection and shall be sealed and initialed in the presence of the member.
7. The laboratory administering the test shall assure that the appropriate chain of custody is established in order to verify the identity of each sample being tested.
8. Initial screening will be the Enzyme Multiple Immunoassay Testing (EMIT). No sample will be further tested upon a negative screening for controlled substances or marijuana. After a negative screening, the sample will be destroyed.
9. Each and every positive EMIT test will be confirmed using Gas Chromatography Mass Spectrometry test (GCMS). A test will result in a positive report only if confirmed by GCMS. Federal standards will be used.
10. Any member whose test results in a positive report may, within five (5) business days of receiving notification of such result, request in writing to the City Manager that a second sample be made available for re-testing at a DHHS licensed/certified laboratory from a list of such laboratories supplied by the Department. The Department will be responsible for all costs and expenses in connection with the re-testing. If the re-testing results in a negative report, the test will be deemed negative and all samples will be destroyed.
11. A computer program that will randomly select the employee numbers of those to be tested shall perform selection of members to be tested on a random basis. The random selection of a member will not result in that member's employee number being removed from such selection process.

12. A representative designated by the City Manager as well as representative(s) from the bargaining unit(s) will witness the selection. All designated representative(s) will affix their signature(s) to the random employee selection sheet and computer control sheet.
13. The selection process shall not be delayed due to the unavailability of the bargaining unit(s) representative(s). Reasonable notification will be given.
14. A member selected will be ordered to report for testing. Members will not be given any advance notice of randomly scheduled tests. The President(s) of the appropriate bargaining unit(s) will be permitted to review the list of members selected for testing and the computer control sheet after all selected members have been tested.
15. Members of the Department will not be recalled to duty for random testing on their regularly scheduled days off.
16. All random employee selection sheets and corresponding computer control sheets will be maintained in the City of Rye, New York Police Department's Office of Internal Affairs.
17. A member of the Department will be exempt from a random drug test if at the time of the selection for that particular test he or she is unavailable due to a) vacation, b) injury, c) extended sickness, d) military leave, or e) bereavement leave.

#### D. Results of Drug Tests

1. Members of the Department will be notified of the results of all drug tests and provided a copy of the corresponding test results as they become available.

#### E. Positive Test Results

- F. All positive test results will be reviewed and verified by a medical review officer designated by the Department. Members of the Department who test positive for the use of drugs or otherwise violate Department policy regarding the use of drugs shall be subject to discipline, up to and including dismissal, in accordance with the Rules and Regulations of the Department and applicable provisions of law.
- G. Nothing herein shall be construed to restrict the Department's right, consistent with applicable provisions of law, to conduct other types of drug testing (for example, reasonable suspicion), provided that random drug testing as defined in the annexed policy and procedure shall be governed exclusively by the terms of this stipulation.
- H. Should any provision of this or any comparable drug testing policy and procedure be declared illegal by a court of competent jurisdiction, the remaining sections of this policy and procedure shall remain in full force and effect. The parties shall, however, meet immediately to negotiate provisions to replace any section declared to be illegal.